

MEMBERS

Counties

Alamance
Caswell
Davidson
Davie
Forsyth
Montgomery
Randolph
Rockingham
Stokes
Surry
Yadkin

Municipalities

Archdale
Asheboro
Bermuda Run
Bethania
Biscoe
Boonville
Burlington
Clemmons
Coolemeec
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
Staley
Stokesdale
Stoneville
Summerfield
Thomasville
Tobaccoville
Trinity
Troy
Village of Alamance
Walkertown
Walnut Cove
Wentworth
Whitsett
Winston-Salem
Yadkinville
Yanceyville



PIEDMONT TRIAD REGIONAL COUNCIL

BOARD OF DELEGATES

R-E-V-I-S-E-D A-G-E-N-D-A

PAUL J. CIENER BOTANICAL GARDENS
215 S. MAIN STREET
KERNERSVILLE, NC

JUNE 20, 2012
12:00 NOON

WELCOME INVOCATION PLEDGE

A. PUBLIC HEARING

B. REQUEST FOR APPROVAL OF MEMBERSHIP FOR GUILFORD COUNTY

C. PRESENTATION

- "Focus on Members – Davie County", by Beth Dirks, Davie County Manager

D. ACTION ITEMS

1. Request for approval of April 18, 2012, PTRC Board of Delegates' Minutes
2. Request for authorization to amend PTRC's Capitalization Policy, by Robin Shelton, PTRC Finance Director (*attachment*)
3. Request for approval of PTRC Final Budget Revision for FY 2011-2012, by Robin Shelton (*attachment*)
4. Request for authorization to approve the PTRC FY 2012-2013 Budget, by Matthew Dolge, PTRC Executive Director, and Robin Shelton (*attachment*)
5. Request to enter into contracts with Surry County for the NC Tomorrow project, by Hanna Cockburn, PTRC Planning Program Manager (*attachment*)
6. Request for authorization to pursue federal grant funding to address water quality concerns in the Triad region, by Elizabeth Jernigan, PTRC Stormwater Outreach and Education Coordinator (*attachment*)

E. EXECUTIVE DIRECTOR'S REPORT

- Office Space Update, by Matthew Dolge, PTRC Executive Director

F. OLD BUSINESS

G. NEW BUSINESS

H. INFORMATIONAL ITEMS

I. CHAIRMAN'S REMARKS AND ANNOUNCEMENTS

- **August PTRC Executive Committee meeting –
Wednesday, August 1, 2012, 12 Noon**
Paul J. Ciener Botanical Gardens, 215 S. Main Street, Kernersville, NC
- **August PTRC Board of Delegates meeting –
Wednesday, August 15, 2012, 12:00 Noon**
Paul J. Ciener Botanical Gardens, 215 S. Main Street, Kernersville, NC

J. ADJOURNMENT

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

TO: PTRC Board of Delegates

FROM: Robin C. Shelton, Finance Director

RE: Request for Authorization to Amend PTRC's Capitalization Policy

DATE: May 31, 2012

ITEM #: D2

It is recommended that PTRC and its component unit (NW Piedmont Job Training Consortium/ Workforce Development Board) establish two different capitalization thresholds. The goal of capitalization is to capture 90% of the value of all assets. PTRC could achieve this goal using the following thresholds:

- PTRC assets with a value of \$5,000.00 or more will be recorded in the capital assets records to comply with the Code of Federal Regulations and OMB Circular A-87.
- Workforce Development assets will maintain the Workforce Investment Act required standard of \$500.00 or more.

These values will capture 90% (\$1,477,261) of the combined reported value of assets (\$1,642,797) for PTRC as of June 30, 2011.

At this time, the Workforce Development assets (\$1,184,261) represent 72% of the combined reported values of PTRC; with these recommended changes that would increase to 80%.

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

TO: PTRC Board of Delegates
FROM: Robin C. Shelton, Finance Director
RE: Request for Approval of PTRC Final Budget Revision for FY 2011-2012
DATE: May 31, 2012
ITEM #: D3

Following is the proposed final revision to the 2011-2012 budget of the Piedmont Triad Regional Council. This final revision shows an increase, from the revision approved April 18, 2012, of \$877,697. The following pages show the revised Total Budget, the revised Budget Ordinance, and an Analysis of the Changes.

It is recommended that the board adopt this budget revision to recognize a net increase of \$877,697 in the 2011-2012 budget.

**PIEDMONT TRIAD REGIONAL COUNCIL
TOTAL BUDGET (FUNDS 001, 002 & 003)
7/1/11 to 6/30/12**

EXPENDITURES

Salaries	4,228,004
Part time Salaries - No Benefits	85,596
Participant Salaries	456,190
Fringe Benefits (30.5%)	1,289,545
Participant FB	34,899
Operating Expenses	6,766,877
Participant Costs	567,997
Indirect Cost (40%)	0
Housing Asst Payments	3,700,000
Subcontracts	11,849,110
Capital Equipment	70,000
Fringe Benefit Alloc Part Time (7.65%)	6,549
	(1)
TOTAL EXPENDITURES:	29,054,765

REVENUES

Federal	19,809,182
State	6,307,893
Appropriated Fund Balance	402,608
Dues	649,795
Interest	14,000
Local Project Fees and Local Grants	1,871,287
TOTAL REVENUES:	29,054,765

Difference (0)

**PIEDMONT TRIAD REGIONAL COUNCIL
BUDGET ORDINANCE 2011-2012
June 20, 2012**

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, 2011 and ending June 30, 2012 in accordance with the Chart of Accounts heretofore established for PTRC:

General / Council	\$	171,439
TOTAL GENERAL FUND APPROPRIATION	\$	171,439

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2011 and ending June 30, 2012:

Fund Balance	\$	150,000
Dues	\$	11,439
Interest	\$	10,000
TOTAL GENERAL FUND ESTIMATED REVENUES	\$	171,439

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, 2011 and ending June 30, 2012 in accordance with the Chart of Accounts heretofore established for PTRC:

Appalachian Regional Commission 302(a)	\$	177,300
NC Dept of Adm./State Eco. Dev. Funds	\$	29,714
Aging & Home & Community Care Block Grant	\$	13,471,684
Section 8 Housing Assistance Programs	\$	4,254,484
NC Dept of Commerce/ ARC Housing TA, Water Related TA , Tech TA	\$	27,500
HOME & SFR	\$	222,286
NC Dept of Commerce/ CDBG	\$	7,000
NC Dept of Transportation/ Rural Transportation Planning	\$	324,039
Corporation for National Service (RSVP)	\$	209,093
Crime Control / Pre-Trial Projects / Re-entry Projects	\$	461,923
NC Dept of Environment and Natural Resources / Water Projects	\$	268,512
HUD-PART Sustainability	\$	450,000
Workforce Investment Act / Service Corp/Economic Stimulus		6,853,109
TOTAL GRANT PROJECT APPROPRIATION	\$	26,756,644

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, 2011 and ending June 30, 2012:

Federal Grants	\$	19,809,182
State Grants	\$	6,307,893
Appropriated Fund Balance	\$	59,089
Dues	\$	435,697
Interest	\$	4,000
Local Projects & Fees	\$	140,783
TOTAL GRANT PROJECT ESTIMATED REVENUES	\$	26,756,644

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, 2011 and ending June 30, 2012 in accordance with the Chart of Accounts heretofore established for PTRC:

Northwest Piedmont Development Corp	\$	135,000
Upper Cape Fear	\$	150,000
Misc. Criminal Justice Programs	\$	385,964
Aging Local Projects	\$	123,347
GIS / Water Local Projects	\$	86,156
WFD Local Projects	\$	334,350
Local Technical Assistance Projects and Planning	\$	740,132
Housing Local Projects	\$	8,000
Misc. Local Projects	\$	163,733
TOTAL LOCAL PROJECTS APPROPRIATION	\$	2,126,682

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, 2011 and ending June 30, 2012:

Appropriate Fund Balance	\$	193,519
Dues	\$	202,659
Interest	\$	-
Local Project Fund Fees	\$	1,730,504
TOTAL LOCAL PROJECT ESTIMATED REVENUES	\$	2,126,682

TOTAL APPROPRIATIONS **\$** **29,054,765**

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

ANALYSIS OF PTRC 6/30/2012 BUDGET
Comparison of Budget Revision Approved April 18, 2012 to Final Revision

	7/1/11 to 6/30/12 Revision Approved 4/18/12	Increase / (Decrease)	7/1/10 to 6/30/11 Final Revision
FUND 001			
Appalachian Regional Commission 302(a)	177,300	-	177,300
NC Dept of Adm./State Eco. Dev. Funds	21,449	8,265	29,714
Aging & Home & Community Care Block Grant	13,471,684	-	13,471,684
Section 8 Housing Assistance Programs	4,190,054	64,430	4,254,484
NC Dept of Commerce/ ARC Housing TA, Water Related TA , Tech TA	27,500	-	27,500
HOME/SFR	187,286	35,000	222,286
NC Dept of Commerce/ CDBG	7,000	-	7,000
NC Dept of Transportation/ Rural Transportation Planning/USDOT/Green Energy	325,308	(1,269)	324,039
Corporation for National Service (RSVP)	175,995	33,098	209,093
Crime Control / Pre-Trial Projects / Re-entry Projects	460,523	1,400	461,923
NC Dept of Environment and Natural Resources / Water Projects	206,309	62,203	268,512
HUD-PART Sustainability	362,000	88,000	450,000
Workforce Investment Act / Service Corp/Economic Stimulus	6,804,821	48,288	6,853,109
FUND 002			
Northwest Piedmont Development Corp	135,000	-	135,000
Upper Cape Fear	22,600	127,400	150,000
Misc. Criminal Justice Programs	354,281	31,683	385,964
Aging Local Projects	107,000	16,347	123,347
GIS / Water Local Projects	94,080	(7,924)	86,156
WFD Local Projects	303,350	31,000	334,350
Local Technical Assistance Projects and Planning	546,895	193,237	740,132
Housing Local Projects	8,000	-	8,000
Misc. Local Projects	128,633	35,100	163,733
FUND 003			
General / Council	60,000	111,439	171,439
TOTALS	28,177,068	877,697	29,054,765

ANALYSIS OF PTRC 6/30/2012 BUDGET
Original Budget, Budget Revision Approved April 18, 2012 and Final Revision

	7/1/11 to 6/30/12 Original Budget	7/1/11 to 6/30/12 Revision Approved 4/18/12	7/1/10 to 6/30/11 Final Revision
FUND 001			
Appalachian Regional Commission 302(a)	124,341	177,300	177,300
NC Dept of Adm./State Eco. Dev. Funds	10,000	21,449	29,714
Aging & Home & Community Care Block Grant	12,409,431	13,471,684	13,471,684
Section 8 Housing Assistance Programs	4,190,054	4,190,054	4,254,484
NC Dept of Commerce/ ARC Housing TA, Water Related TA , Tech TA	-	27,500	27,500
HOME/SFR	165,000	187,286	222,286
NC Dept of Commerce/ CDBG	-	7,000	7,000
NC Dept of Transportation/ Rural Transportation Planning/USDOT/Green Energy	238,572	325,308	324,039
Corporation for National Service (RSVP)	135,932	175,995	209,093
Crime Control / Pre-Trial Projects / Re-entry Projects	491,965	460,523	461,923
NC Dept of Environment and Natural Resources / Water Projects	254,907	206,309	268,512
HUD-PART Sustainability	362,000	362,000	450,000
Workforce Investment Act / Service Corp/Economic Stimulus	6,038,053	6,804,821	6,853,109
FUND 002			
Northwest Piedmont Development Corp	135,000	135,000	135,000
Upper Cape Fear	22,600	22,600	150,000
Misc. Criminal Justice Programs	298,324	354,281	385,964
Aging Local Projects	107,453	107,000	123,347
GIS / Water Local Projects	96,473	94,080	86,156
WFD Local Projects	297,350	303,350	334,350
Local Technical Assistance Projects and Planning	502,579	546,895	740,132
Housing Local Projects	8,000	8,000	8,000
Misc. Local Projects	77,240	128,633	163,733
FUND 003			
General / Council	60,000	60,000	171,439
TOTALS	26,025,274	28,177,068	29,054,765

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

TO: PTRC Board of Delegates

FROM: Matthew L. Dolge, PTRC Executive Director

RE: Request for authorization to approve the PTRC FY 2012-2013 Budget

DATE: May 31, 2012

ITEM #: D4

It has been almost a year since the Northwest Piedmont Council of Governments and the Piedmont Triad Council of Governments were combined to form the Piedmont Triad Regional Council. The merger was undertaken to provide programmatic changes and opportunities that were not available to our separate units due to geography. Cost reduction was not a major reason driving the discussion during the merger process but has been a priority for staff. Economies of scale have begun to reveal themselves. The first year of operations for the Piedmont Triad Regional Council has provided a clearer picture of the cost structure necessary to maintain our efforts and provide exemplary services to our member governments and their citizens. It is within this framework that I offer the attached budget proposal for our second full year of operations for your consideration.

Revenues

Revenues have been strong in the first year of operations and many of the benefits of merger are already being realized. The diligent work of your staff has brought forth new opportunities for the planning, aging and workforce programs. Several new initiatives are underway which should bear fruit in the coming fiscal year. Cooperation between housing, workforce, criminal justice, aging and planning lead to at least half a dozen new projects, and there are more to come. Projected revenues to start the fiscal year are up slightly.

Dues

Dues paid by member governments provide necessary match for aging programs and planning initiatives, as well as general operation and support for the Board of Delegates. A dues rate of \$0.22 per capita was put into place to keep the PTRC revenue neutral for fiscal 2011 – 2012. Upon review of our current situation I have included a reduction in the dues rate to \$0.21 per capita. The minimum dues rate of \$550 is recommended to remain unchanged for members less than 2,500 in population. Under this rate, the members of the former PTCOG return to the rate which was in place prior to the merger. A chart outlining projected revenues by source and program is attached.

Expenditures

Many transitional costs for combining staff, services and locations have been absorbed in the current budget year. Changes to benefits and staffing will impact long-term expenditures, and office changes can involve one time operating cost or cost reductions that will be manifest in future budgets. The management staff's hope is that through the streamlining of processes and greater efficiencies, overhead costs can be contained and then reduced. Three major areas of spending impact our ability to manipulate our bottom line. These are personnel costs, fringe benefits and facilities costs.

Personnel Costs and Fringe Benefits

Health Insurance:

The board's decision to move all employees into the Healthcare Reserve Account system paid immediate dividends in two ways. Premiums for former PTCOG employees were lowered and coverage levels were increased. The Board also took the step of offering retirees coverage for the first time in the history of either region. The rates we received were based on projected usage gleaned from the previous experiences of the separate units prior to July 1, 2011. We knew the 2012 – 2013 rates could change dramatically based on the actual usage data produced by our employees and market forces. It is a pleasure to inform the Board that based on our actual usage and negotiations with our provider, Blue Cross and Blue Shield of North Carolina, our employee rate will decrease by 15% for the coming fiscal year. Decreases are also in place for all other levels of coverage in our employee plan.

The chart attached below summarizes our employee health plan costs. The PTRC currently pays 100% of the cost to cover employees. Employees pay the cost of covering dependents. It is my recommendation that we continue this arrangement unchanged for the coming fiscal year.

Coverage Level	Current Employee Monthly Costs (Through 6/30/12)	Employee Monthly Costs as of 7/1/2012
Employee Only	\$406.54	\$344.32
Employee + Spouse	\$547.35	\$463.43
Employee +Child(ren)	\$386.12	\$327.10
Family	\$930.27	\$787.79

The current fiscal year also marked the implementation of a retiree health plan. Under the plan approved by the Board effective July 1, 2011, retirees with 30 years of service to the region are eligible to receive a \$200 per month reduction in the cost of their health insurance in a separate retiree plan. The retiree plan will see a moderate rate increase of 6.5% for the coming year. The increase does not impact the cost to the PTRC. I am, however, recommending an extension of the plan for the future. This extension will provide a cost reduction to retirees with between 20 and 30 years of service to the region who meet specific standards under our retirement system.

Coverage for -	FY 2011-2012 Cost	FY 2012-2013
Employee only	\$406.54	\$344.32
Eligible Retiree only	\$662.55	\$705.99
Retiree with 30+ years	\$662.55 - \$200.00 = \$462.44	\$705.99 - \$200.00 = \$505.99

As we look into next year and beyond we can foresee the retirements of employees who have spent a considerable part, if not the major part, of their careers with us but will not have 30 years of service with the PTRC and its predecessor agencies. This begs a question. Should the threshold for receiving a contribution for health care be lowered from 30 years minimum?

Establishing thresholds for the provision of benefits must be made with consideration for sustainability and feasibility. The intent is obviously to recognize long-term employees and provide a bridge of health care coverage until Medicare and supplemental insurance become the primary coverage. The cost of our coverage is prohibitive in comparison to Medicare and supplemental insurance as primary coverage. What type of plan can we establish that will recognize long-term employees but not place financial hardship on the PTRC?

The plan must set a high threshold for eligibility:

- 1) Employees must have a service retirement with the Local Governmental Employees' Retirement System (LGERS) to participate in the retiree portion of PTRC's health plan.
- 2) To receive a contribution to the lower cost of the health insurance premiums paid then the retiree must have 20 or more years of service with NWP/PT-COGs and/or PTRC.
- 3) Their service retirement cannot be reduced by taking early retirement options by more than 15%. (See attached charts from LGERS.)
- 4) (Continued next page)

- 5) Employees who meet these qualifications can purchase PTRC retiree coverage and receive a monthly contribution along the following scale:

Previous years of service NW/PT-COGs and/or PTRC		Amount of service retirement reduction allowed due to early retirement		Monthly contribution to PTRC's retiree group health plan
30	+	Not to exceed 15%	=	\$200.00
29	+		=	\$190.00
28	+		=	\$180.00
27	+		=	\$170.00
26	+		=	\$160.00
25	+		=	\$150.00
24	+		=	\$140.00
23	+		=	\$130.00
22	+		=	\$120.00
21	+		=	\$110.00
20	+		=	\$100.00
0-19		No contribution is made. Employee may participate.		

Other Benefits:

No other major changes to benefits are projected in this year's budget. Some minor adjustments in carriers or services may be proposed, but none are projected to impact the budget in a material way. Based on our total benefit offering our fringe benefit rate is being reduced from 30.5% to 29%.

Personnel:

Personnel costs also are slightly lower than projected. This can be attributed to conservative projections and staff turnover during the year. I am proposing several changes for the coming year:

The proposed budget represents a 6% increase in personnel costs. This includes the following items:

- The second year of the implementation of the pay and classification plan
- An assistant director's position is currently unfilled and is included in the budget
- Reorganization of the aging services function includes two assistant directors and a program manager in the ombudsman program. The succession plan is also finalized
- Reorganization for a second assistant director in the workforce program and the completion of succession planning
- Interim costs in the housing program
- A one-time merit payment not to exceed 3% and not as an increase to salary
- Other pay increases as appropriate for employees not otherwise impacted by changes during the previous six months
- All other staff changes to meet programming needs

The increase in personnel costs are contained in the proposed structure with no increase in dues or fees within our programs billed to members.

Facilities and Overhead

The Piedmont Triad Regional Council continues to move forward with a plan to consolidate our two main offices into one location. At the Board's direction, costs projections and site plans are being formulated for a stand-alone building in the Kernersville area. This budget projects our costs as if we are maintaining leased space for the coming year. Our initial cost projections for new space will allow the PTRC to combine our offices within the budget framework provided to you here.

Indirect costs are the general business overhead expenses for the Regional Council. Consolidation of office space and the requisite support structures to run an office will generate savings in subsequent years. Many costs of consolidation have already been absorbed this year. Other costs, like moving, furnishing and wiring the new offices are included in the indirect rate for this year. Many of these are one-time expenses. Other costs will decrease as leases and maintenance for office equipment lapses and is not renewed. This budget increases the indirect rate from 40% to 40.5%.

Conclusion

The first year of operations for the Piedmont Triad Regional Council has been solid from both a revenue and budgetary standpoint. Based on this experience the major changes to this year's budget include the following

- A reduction in dues of 4%
- A reduction in the fringe benefit rate of 1.5%
- An increase in personnel costs of 6%
- An increase in indirect cost of 0.5%

I am proud of the work your staff has done to make the merger of two accomplished organizations a success. Last year's budget projected our needs based on the best available data. This budget reflects the concrete ramifications of the merger on our operation. We continue to provide a full range of high quality services in an efficient manner. The staff of the Piedmont Triad Regional Council has come to work each day, through changes, turmoil, and uncertainty, and gotten the job done. I want to personally thank them for their efforts. The work of the finance staff has been herculean this year. This proposed budget is largely due to the combined efforts of that staff. It is a gift to have the services of such a highly skilled group of professionals at my disposal, and I thank them.

Finally, I want to thank each Board member for the faith they put in me and this staff to serve the citizens of this region. A great leap of faith was taken and codified on July 1, 2011. We understand the gravity of the decisions you have to make and appreciate the leadership you provide.

This budget is hereby conveyed for your consideration.

**PIEDMONT TRIAD REGIONAL COUNCIL
TOTAL BUDGET (FUNDS 001, 002 & 003)
7/1/12 to 6/30/13**

EXPENDITURES

Salaries	3,952,730
Part Time Salaries - No Benefits	17,107
Participant Salaries	366,845
Fringe Benefits (29%)	1,146,289
Participant Fringe Benefits (7.65%)	28,064
Insurance & Bonds	30,000
Professional/Legal/Accounting Services	386,729
Consultants (sub & youth contractors)	11,217,314
Advertising	42,168
Printing & Binding	16,165
Computer Services & Licensing	39,481
Building Rent	426,238
Equipment Rent	4,490
Telephone & Internet	39,894
Postage	4,105
Publications & Newspapers	2,400
Dues & Memberships	5,700
Supplies	26,646
Special Materials	278,714
Capital Equipment	117,000
Repair & Maintenance	3,000
Travel/Conferences/Training (including participants)	1,113,355
Fringe Benefits Part-Time	1,308
Participant Costs	2,104,594
Indirect Cost (40.5%)	1,185,308
Volunteer Travel (RSVP)	42,312
Housing Asst Payments	3,641,006

TOTAL EXPENDITURES:	26,238,962
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REVENUES

Federal	18,791,309
State	5,211,369
Appropriated Fund Balance	109,089
Dues and Interest	654,877
Local Project Fees and Local Grants	1,472,318

TOTAL REVENUES:	26,238,962
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**PIEDMONT TRIAD REGIONAL COUNCIL
BUDGET ORDINANCE 2012-2013
June 20, 2012**

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, 2012 and ending June 30, 2013 in accordance with the Chart of Accounts heretofore established for PTRC:

General / Council	\$	180,055
TOTAL GENERAL FUND APPROPRIATION	\$	180,055

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013:

Fund Balance	\$	50,000
Dues	\$	125,055
Interest	\$	5,000
TOTAL GENERAL FUND ESTIMATED REVENUES	\$	180,055

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, 2012 and ending June 30, 2013 in accordance with the Chart of Accounts heretofore established for PTRC:

Appalachian Regional Commission 302(a)	\$	165,788
NC Dept of Adm./State Eco. Dev. Funds	\$	21,449
Aging & Home & Community Care Block Grant	\$	12,192,933
Section 8 Housing Assistance Programs	\$	4,190,054
NC Dept of Commerce/ ARC Housing TA, Water Related TA , Tech TA	\$	27,500
HOME & SFR	\$	185,000
NC Dept of Transportation/ Rural Transportation Planning	\$	401,262
Corporation for National Service (RSVP)	\$	89,433
Crime Control / Pre-Trial Projects / Re-entry Projects	\$	209,016
NC Dept of Environment and Natural Resources / Water Projects	\$	148,439
HUD-PART Sustainability	\$	411,128
Workforce Investment Act / Service Corp/Economic Stimulus	\$	6,541,340
TOTAL GRANT PROJECT APPROPRIATION	\$	24,583,342

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, 2012 and ending June 30, 2013:

Federal Grants	\$	18,791,309
State Grants	\$	5,211,369
Appropriated Fund Balance	\$	59,089
Dues	\$	400,836
Interest	\$	4,000
Local Projects & Fees	\$	116,739
TOTAL GRANT PROJECT ESTIMATED REVENUES	\$	24,583,342

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, 2012 and ending June 30, 2012 in accordance with the Chart of Accounts heretofore established for PTRC:

Northwest Piedmont Development Corp	\$	135,000
Upper Cape Fear	\$	22,600
Misc. Criminal Justice Programs	\$	589,784
Aging Local Projects	\$	123,700
GIS / Water Local Projects	\$	105,710
WFD Local Projects	\$	198,350
Local Technical Assistance Projects - Admin	\$	58,050
Local Technical Assistance Projects - Planning	\$	134,131
Housing Local Projects	\$	8,000
Misc. Local Projects	\$	100,240
TOTAL LOCAL PROJECTS APPROPRIATION	\$	1,475,565

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, 2011 and ending June 30, 2012:

Appropriate Fund Balance	\$	-
Dues and Interest	\$	250,041
Local Project Fund Fees	\$	1,225,524
TOTAL LOCAL PROJECT ESTIMATED REVENUES	\$	1,475,565

TOTAL APPROPRIATIONS **\$** **26,238,962**

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.

PTRC Proposed Dues Structure – FY 2012-2013

<i>Local Government</i>	<i>2010 Census Population</i>	<i>FY 2011-2012 Dues .22 per capita</i>	<i>Proposed FY 2012-2013 Dues .21 per capita</i>	<i>Difference</i>	<i>RPO Dues</i>	<i>Stormwater Dues</i>	<i>Total</i>
Alamance (Village)	951	550	550	-	-	-	\$550
Alamance County	151,131	33,249	31,738	(1,511)	-	-	31,738
Archdale	11,415	2,511	2,397	(114)	-	3,997	6,394
Asheboro	25,012	5,503	5,253	(250)	-	4,419	9,672
Bermuda Run	1,725	550	550	-	-	-	550
Bethania	328	550	550	-	-	-	550
Biscoe	1,700	550	550	-	-	-	550
Boonville	1,222	550	550	-	285	-	835
Burlington	49,963	10,992	10,492	(500)	-	5,194	15,686
Caswell County	23,719	5,218	4,981	(237)	1,753	-	6,734
Clemmons	18,627	4,098	3,912	(186)	-	-	3,912
Cooleemee	960	550	550	-	285	-	835
Danbury	189	550	550	-	285	-	835
Davidson County	162,878	35,833	34,204	(1,629)	7,279	6,992	48,475
Davie County	41,240	9,073	8,660	(413)	3,850	-	12,510
Denton	1,636	550	550	-	-	-	550
Dobson	1,586	550	550	-	285	-	835
East Bend	612	550	550	-	285	-	835
Eden	15,527	3,416	3,261	(155)	-	-	3,261
Elkin	4,001	880	840	(40)	855	-	1,695
Elon	9,419	2,072	1,978	(94)	-	3,935	5,913
Forsyth County	350,670	77,147	73,641	(3,506)	-	-	73,641
Franklinville	1,164	550	550	-	-	-	550
Gibsonville	6,410	1,410	1,346	(64)	-	3,841	5,187
Graham	14,153	3,114	2,972	(142)	-	4,082	7,054
Green Level	2,100	550	550	-	-	3,707	4,257
Greensboro	269,666	59,327	56,630	(2,697)	-	-	56,630
Guilford County	488,406	107,449	102,565	(4,884)	-	-	102,565
Haw River	2,298	550	550	-	-	3,713	4,263
High Point	104,371	22,962	21,918	(1,044)	-	6,885	28,803
Jamestown	3,382	744	710	(34)	-	-	710
Jonesville	2,285	550	550	-	570	-	1,120
Kernersville	23,123	5,087	4,856	(231)	-	-	4,856
King	6,904	1,519	1,450	(69)	-	-	1,450
Lewisville	12,639	2,781	2,654	(127)	-	-	2,654
Lexington	18,931	4,165	3,976	(189)	-	4,230	8,206
Liberty	2,656	584	558	(26)	-	-	558
Madison	2,246	550	550	-	-	-	550
Mayodan	2,478	550	550	-	-	-	550
Mebane	11,393	2,506	2,393	(113)	-	3,996	6,389

<i>Local Government</i>	<i>2010 Census Population</i>	<i>FY 2011-2012 Dues .22 per capita</i>	<i>Proposed FY 2012-2013 Dues .21 per capita</i>	<i>Difference</i>	<i>RPO Dues</i>	<i>Stormwater Dues</i>	<i>Total</i>
Midway	4,679	1,029	983	(46)	-	-	983
Mocksville	5,051	1,111	1,061	(50)	855	-	1,916
Montgomery County	27,798	6,116	5,838	(278)	2,067	-	7,905
Mount Airy	10,388	2,285	2,181	(104)	855	-	3,036
Mount Gilead	1,181	550	550	-	-	-	550
Oak Ridge	6,185	1,361	1,299	(62)	-	3,834	5,133
Pilot Mountain	1,477	550	550	-	285	-	835
Pleasant Garden	4,489	988	943	(45)	-	-	943
Ramseur	1,692	550	550	-	-	-	550
Randleman	4,113	905	864	(41)	-	3,770	4,634
Randolph County	141,752	31,185	29,768	(1,417)	8,123	6,391	44,282
Reidsville	14,520	3,194	3,049	(145)	-	4,093	7,142
Rockingham County	93,643	20,601	19,665	(936)	6,934	5,351	31,950
Rural Hall	2,937	646	617	(29)	-	-	617
Seagrove	228	550	550	-	-	-	550
Staley	393	550	550	-	-	-	550
Stokes County	47,401	10,428	9,954	(474)	3,850	-	13,804
Stokesdale	5,047	1,110	1,060	(50)	-	-	1,060
Stoneville	1,056	550	550	-	-	-	550
Summerfield	10,232	2,251	2,149	(102)	-	3,960	6,109
Surry County	73,673	16,208	15,471	(737)	3,850	-	19,321
Thomasville	26,757	5,887	5,619	(268)	-	4,473	10,092
Tobaccoville	2,441	550	550	-	-	-	550
Trinity	6,614	1,455	1,389	(66)	-	3,847	5,236
Troy	3,189	702	670	(32)	-	-	670
Walkertown	4,675	1,029	982	(47)	-	-	982
Walnut Cove	1,425	550	550	-	285	-	835
Wentworth	2,807			(29)	-	-	589
Whitsett	590	550	550	-	-	-	550
Winston-Salem	229,617	50,516	48,220	(2,296)	-	-	48,220
Yadkin County	38,406	8,449	8,065	(384)	3,850	-	11,915
Yadkinville	2,959	651	621	(30)	570	-	1,191
Yanceyville	2,039	550	550	-	-	-	550
			558,739		47,256	90,710	696,705

NOTES:

1. Minimum membership dues for the proposed structure are \$550.
2. An additional per capita fee will be assessed to those local governments served by the Retired & Senior Volunteer Program (RSVP).
3. Population figures are obtained from the 2010 Census.

**PIEDMONT TRIAD REGIONAL COUNCIL
INDIRECT COST AND FRINGE BENEFIT PLAN
PROVISIONAL RATE METHOD
BASE METHOD: SALARIES PLUS FRINGE
JULY 1, 2011 - JUNE 30, 2012**

**CERTIFICATION BY THE PIEDMONT TRIAD
REGIONAL COUNCIL**

INDIRECT COST PROPOSAL

I hereby certify as the responsible official of the Piedmont Triad Regional Council that the information contained in this indirect cost proposal for the fiscal year ending June 30, 2012, is correct and was prepared in accordance with the policies and procedures contained in the OMB Circular A-87. I further certify these procedures were utilized:

- (a) to prevent cost from being allocated to Federal Programs as indirect costs that have already been treated as direct program costs; and
- (b) to ensure that consistent treatment was accorded similar costs, for all programs in the Agency, regardless of source of funds; and
- (c) to ensure that costs have not been treated as indirect costs of Federal Programs inconsistent with statutory restrictions governing those programs.

Matthew L. Dolge
Executive Director

Robin C. Shelton
Finance Director

PIEDMONT TRIAD REGIONAL COUNCIL

Indirect Costs to be Allocated

Cost Allocation Plan for Fiscal Year 2011 – 2012

SALARIES

PERSONNEL AS LISTED WILL BE CHARGED TO THE INDIRECT COST POOL.

FRINGE BENEFITS

FRINGE BENEFITS WILL BE CHARGED TO ALL PROJECTS AND THE INDIRECT COST POOL ON A PRE-DETERMINED FRINGE BENEFIT RATE.

RETIREMENT

RETIREMENT EXPENSES WILL BE CHARGED TO ALL PROJECTS AND THE INDIRECT COST POOL ON A PRE-DETERMINED RATE SET BY N. C. LOCAL GOVERNMENT EMPLOYEES' RETIREMENT SYSTEM BASED ON ACTUAL COST.

TEMPORARY PERSONNEL

TEMPORARY PERSONNEL EXPENSE WILL BE CHARGED TO THE INDIRECT COST POOL. TEMPORARY PERSONNEL EXPENSE FOR SPECIFIC PROGRAMS WILL BE CHARGED DIRECTLY TO THE PROGRAM.

PROFESSIONAL SERVICES

SINGLE AUDIT FEES WILL BE CHARGED TO THE INDIRECT COST POOL. OTHER PROFESSIONAL SERVICES EXPENSE WILL BE CHARGED TO THE INDIRECT COST POOL (ATTORNEY, LRO LIASON, ETC.)

TELEPHONE & POSTAGE

ALL TELEPHONE, POSTAGE AND MISCELLANEOUS COMMUNICATION CHARGES ARE TO BE CHARGED TO THE INDIRECT COST POOL. TELEPHONE AND POSTAGE FOR SPECIFIC PROGRAMS WILL BE CHARGED TO THE PROGRAM.

TRAVEL & PARKING

TRAVEL WILL BE CHARGED DIRECTLY TO ALL PROJECTS AND THE INDIRECT COST POOL BASED ON ACTUAL COST. (THE TRAVEL LINE ITEM IN THE INDIRECT COST PLAN APPLIES ONLY TO THOSE EMPLOYEES LISTED IN THE INDIRECT COST PLAN.) PARKING EXPENSE FOR BOARD MEMBERS AND OTHER VISITORS WILL BE CHARGED TO THE INDIRECT COST POOL.

EQUIPMENT MAINTENANCE-REPAIR

ALL EQUIPMENT MAINTENANCE AND REPAIR COST WILL BE CHARGED TO THE INDIRECT COST POOL. MAINTENANCE AND REPAIR COSTS FOR SPECIFIC PROGRAMS WILL BE CHARGED DIRECTLY TO THE PROGRAM.

RENT OF SPACE

ALL RENT AND OTHER OCCUPANCY FOR COMMON AREAS ARE TO BE CHARGED TO THE INDIRECT COST POOL. RENT FOR SPECIFIC PROGRAMS WILL BE CHARGED DIRECTLY TO THE PROGRAM BASED ON THE SQUARE FOOTAGE RATE MULTIPLIED BY THE SQUARE FOOTAGE OCCUPIED.

PIEDMONT TRIAD REGIONAL COUNCIL
Indirect Costs to be Allocated
Cost Allocation Plan for Fiscal Year 2011 - 2012

PAGE 2

EQUIPMENT RENTAL

ALL RENTED EQUIPMENT USED WILL BE CHARGED TO THE INDIRECT COST POOL. RENTAL EQUIPMENT USED FOR SPECIFIC PROGRAMS WILL BE CHARGED DIRECTLY TO THE PROGRAM.

ADVERTISING

ALL ADVERTISING EXPENSES ARE TO BE CHARGED TO THE INDIRECT COST POOL. ADVERTISING EXPENSES FOR SPECIFIC PROGRAMS WILL BE CHARGED DIRECTLY TO THE PROGRAM.

SUPPLIES

ALL OFFICE AND GENERAL USE SUPPLIES ARE TO BE CHARGED TO THE INDIRECT COST POOL. SPECIAL SUPPLIES FOR SPECIFIC PROGRAMS WILL BE CHARGED DIRECTLY TO THE PROGRAM.

PRINTING COSTS

ALL PRINTING COSTS ARE TO BE CHARGED TO THE INDIRECT COST POOL. SPECIAL PRINTING COSTS FOR SPECIFIC PROGRAMS WILL BE CHARGED DIRECTLY TO THE PROGRAM.

COMPUTER SERVICES

ALL COMPUTER SERVICES SUCH AS PAYROLL PROCESSING EXPENSES WILL BE CHARGED TO THE INDIRECT COST POOL. PAYROLL PROCESSING CHARGES FOR SPECIFIC PROGRAMS WILL BE CHARGED DIRECTLY TO THE PROGRAM.

TRASH DISPOSAL

ALL TRASH DISPOSAL EXPENSES WILL BE CHARGED TO THE INDIRECT COST POOL. SPECIAL TRASH DISPOSAL EXPENSES FOR SPECIFIC PROGRAMS WILL BE CHARGED TO THE PROGRAM.

DUES, SUBSCRIPTIONS & MISCELLANEOUS

ALL DUES, SUBSCRIPTIONS AND MISCELLANEOUS COSTS WILL BE CHARGED TO THE INDIRECT COST POOL.

BONDING, FIRE INSURANCE & PUBLIC EMPLOYEE LIABILITY

ALL BONDING, FIRE INSURANCE AND PUBLIC EMPLOYEE LIABILITY INSURANCE WILL BE CHARGED TO THE INDIRECT COST POOL.

PIEDMONT TRIAD REGIONAL COUNCIL
Calculation of Fringe Benefits Rate
Fiscal Year 2012-2013

Total Salaries	4,417,505		
Salaries over SS Max	(29,042)		
Cafeteria Plan Deductions	(102,060)		
Plus Employee Compensation	<u>10,044</u>		
Social Security 6.2%	4,296,447	6.20%	266,380
Medicare 1.45%	4,325,489	1.45%	62,720
Group Health, Life and Dental Insurance			415,092
Worker's Compensation Insurance			27,000
Employee Healthcare Advocacy			5,000
Unemployment - Direct Pay			5,000
Employee Assistance Plan			5,000
Employee Wellness			5,000
Accrued Vacation Leave			30,000
Employer Contribution to Retirement System	4,393,963	6.83%	300,108
Employer Contribution to 401K	4,393,963	2.50%	109,849
Health Reimbursement Arrangement			50,000
Total Fringe Benefits			1,281,148
Fringe Benefits Rate:	<u>Total Fringe Benefits</u>	<u>1,281,148</u>	29.00%
	Total Salaries	4,417,505	

PIEDMONT TRIAD REGIONAL COUNCIL
Calculation of Indirect Cost Rate
Fiscal Year 2012-2013

Executive Director	52,979
Associate Director	40,000
Director of Management Services	81,872
Finance Director	84,308
Information Technology Manager	53,909
Information & Data Services Manager	42,977
Accounting Technician	16,892
Accountant	24,317
Accounting Technician - Part Time	7,635
Executive Assistant	52,150
Executive Assistant	59,250
Part-Time Assistant	10,200
Receptionist	29,261

TOTAL SALARIES **555,750**

Fringe Benefits	(see Indirect TB)	29.00%	155,995
Fringe Benefits Indirect Part-Time			1,364
Professional Services			48,417
Attorney's Fees			1,037
Temporary Personnel			11,463
Postage			22,489
Telephone			42,358
Travel & Parking			19,480
Equipment Maintenance and Repair			10,086
Rent for Office Space (Common Areas)			194,369
Equipment Rental			44,394
Advertising			1,232
Office Supplies			34,971
Printing Costs			19,460
Computer Services & Payroll Processing			34,553
Trash Disposal			344
Dues, Subscriptions, Memberships, Misc.			34,917
Bonding, Fire Insurance & Public Officials Liability Insurance			5,204

TOTAL INDIRECT COST **1,237,885**

Indirect Cost Rate:	<u>Total Indirect Costs</u>	1,237,885	40.50%	**
	Total Direct Salaries & Fringe	3,056,624		

	Salaries	Fringe Benefits	Total
Total Direct Salaries & Fringe Benefits	3,861,755	1,119,909	4,981,664
Minus Salaries for Positions at Satellite Offices	(1,492,279)	(432,761)	(1,925,040)
	<u>2,369,476</u>	<u>687,148</u>	<u>3,056,624</u>

* Yadkin, Surry, Davie, Rockingham and Forsyth WFD positions are not housed in PTRC offices.
 Davie, Surry and Yadkin Criminal Justice positions are not housed in PTRC offices.
 Service Corp is direct charged

**PIEDMONT TRIAD REGIONAL COUNCIL
SATELLITE OFFICES
Calculation of Indirect Cost Rate
Fiscal Year 2012-2013**

Budgeted Bonding, Fire, and Public Officials Liability Insurance	\$ 5,000
Divided by: Total Budgeted Salaries	\$ 4,417,505
Multiplied by Salaries at Satellite Offices	<u>\$ 1,492,279</u>
Indirect Cost for Satellite Offices	\$ 1,689

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

TO: PTRC Board of Delegates
FROM: Hanna Cockburn, PTRC Planning Program Manager
DATE: May 31, 2012
RE: Request to enter into contracts with Surry County for the NC Tomorrow project
ITEM #: D5

Attached are the two contracts for the NC Tomorrow project that were executed with Surry County at their May 21st meeting of the Surry County Board of Commissioners.

The technical services contract for \$45,000 will cover the costs for producing the NC Tomorrow Comprehensive Economic Development Strategy (CEDS) by March 2014. The administrative services contract for \$5,000 will cover costs incurred by PTRC (\$3,000) and Surry County (\$2,000) to administer the two-year grant.

Staff is requesting authorization for Matthew Dolge, PTRC Executive Director, to enter into contract with Surry County as referenced above.

AGREEMENT BETWEEN THE
PIEDMONT TRIAD REGIONAL COUNCIL AND SURRY COUNTY
FOR THE PROVISION OF
GRANT MANAGEMENT ASSISTANCE:
SURRY COUNTY NC TOMORROW INITIATIVE CDBG PROJECT
MAY, 2012 – JUNE, 2014

This AGREEMENT, entered into on this the 21st day of May, 2012, by and between the Piedmont Triad Regional Council (hereinafter referred to as the "Planning Agency") and Surry County, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes, consisting of the provision of services as described in Attachment A, which is herein made a part of this Contract;

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

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

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

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Compensation.** The Local Government will pay the Planning Agency an amount not to exceed \$5,000 (five thousand dollars) for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local Government per month. The Local Government will reimburse the Planning Agency monthly for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses.

All other costs associated with the administration of the CDBG grant will be expended from the grant administration allowance budgeted for the Local Government, not to exceed \$2,000.

It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

3. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
4. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning May 21, 2012 and ending December 31, 2012.
5. **Key Personnel.** The Planning Agency shall not substitute key personnel assigned to the performance of this contract without prior written approval by the County and the grantor agency, the North Carolina Department of Commerce. Individuals designated as key personnel for purposes of this contract are those specified in the Planning Agency's proposal.
6. **Subcontracting.** Work proposed to be performed under this contract by the Planning Agency or its employees shall not be subcontracted without prior written approval by the Agency's Contract Administrator and the grantor agency, the North Carolina Department of Commerce. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
7. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
8. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
9. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

10. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified disabled person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
 11. **Access to Records and Record Retainage.** All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping. The NC Department of Economic and Community Development, US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Planning Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.
 12. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$50 per week for any subsequent weeks until completion.
 13. **Termination of Agreement for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.
 14. **Grantee Assurances.** In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause and Lobbying Clause (Attachments B,C and D).

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
SURRY COUNTY

PLANNING AGENCY:
PIEDMONT TRIAD REGIONAL COUNCIL

By: _____
County Manager

By: _____
Executive Director

LOCAL GOVERNMENT:

PLANNING AGENCY:

By: _____
Chairman

By: _____
Chairman

Preaudit statement:

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

By: _____
Local Government Finance Officer

SURRY COUNTY
GRANTS MANAGEMENT ASSISTANCE
WORK PROGRAM/BUDGET
MAY, 2012 – JUNE, 2014

ATTACHMENT A
SCOPE OF SERVICES

The following work program and budget are presented as descriptive of the work and dollar amounts requested in the Agreement concerning planning activities by the Piedmont Triad Regional Council (PTRC) on behalf of Surry County.

Hanna Cockburn, Regional Planning Program Manager, will be responsible for administering this project, and will prepare the Environmental Review.

Work Program

Professional services necessary to administer all aspects of the project will include but not be limited to the following:

- Quarterly status reports will be prepared and submitted to the Board of Commissioners highlighting accomplishments and expenditures for the period.
- Preparation of required program policies, plans and procedures to govern the project and maintenance of same.
- Program financial management including processing invoices and payment for services related to the program and requisitions for payment from Department of Commerce.
- Be present at all monitoring visits by Department of Commerce.

Surry County will be responsible for the following:

- Adequate office space, including utilities.
- Direct payment of CDBG funds for legal and audit services and general administrative costs.
- All administrative costs not specifically identified as PTRC responsibilities.

Time of Performance

The PTRC will complete all activities involved in administration of this project in a 7-month period beginning May 21, 2012 and ending June 19, 2014.

Administrative Budget

The PTRC, with assistance from Surry County will provide administrative services for a fee not to exceed \$5,000. The budget is broken down as follows:

Salaries	\$ 2,500
Fringe Benefits	875
Travel	275
Indirect	<u>1,350</u>
Total	\$ 5,000

Assurances

Assurances are attached as a part of the Agreement

Amendments

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

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

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

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

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

ATTACHMENT C
SECTION 3 CLAUSE

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

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ATTACHMENT D

Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**PIEDMONT TRIAD REGIONAL COUNCIL
Technical Service Contract**

THIS AGREEMENT, made this the ___Day of May, 2012 by and between the Piedmont Triad Regional Council (hereinafter called the "Council") and Surry County, (hereinafter called the "County").

WITNESSETH

WHEREAS, the Council operates to provide planning and technical assistance to local governments in Region G; and

WHEREAS, the County is the recipient of a 2011 NC Tomorrow Program, Community Development Block Grant (CDBG) #11- C-2281, and has requested the assistance of the Council in administration of the grant.

NOW, THEREFORE, the Council and the County mutually agree to the following:

1. **Employment and Scope of Work**

The County hereby engages the Council and the Council agrees to perform in a satisfactory and proper manner the work as described in the "Scope of Services" set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. **Length of Contract**

The work of the Council shall commence on May 1, 2012 and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond May 1, 2014.

3. **Assignability**

The parties hereby agree that they may not assign their obligations under this Agreement without written permission of the other party. The Council shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the County, or unless specifically contained in the Scope of Work attached hereto.

4. **Compensation and Method of Payment**

The County will pay the Council for the services provided hereunder, at the Council's cost of work provided to the County by Council staff, plus associated travel costs and expenses directly related to the project. The Council will assign personnel to the project in such a way as to minimize costs while ensuring a quality product.

For financial planning purposes, the estimated maximum cost of this contract is \$45,000 for the planning of the CDBG NC Tomorrow grant funds. If circumstances beyond the Council's control should cause the total cost of completing the scope of services to exceed

this amount, then the County and the Council will negotiate a mutually acceptable revised maximum cost.

The Council will issue an invoice to the County each quarter detailing the Council's cost of work performed and associated travel costs for the prior month. The County will issue a check to the Council upon receipt of the invoice.

5. **Termination of Contract for Cause**

If, for any cause, the Council shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Council shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall, thereupon, have the right to terminate this Contract by giving written notice to the Council of such termination fifteen days before such effective date. During the fifteen-day notification period, the Council shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Council shall be entitled to receive just and equitable compensation for all satisfactory work completed.

6. **Changes**

The County may from time to time request changes in the scope of work or services to be performed by the Council hereunder. Such changes, including any increases or decreases in the Council's compensation, which are mutually agreed upon by and between the County and Council, shall be incorporated as written amendments to the Contract.

7. **Records**

The Council shall maintain financial records pertaining to this Contract for five years after final settlement of the Contract or until cleared by audit.

8. **Access to Records**

The Council shall have access to appropriate records on file at the County, which are necessary for Council staff to fulfill the terms of this Contract.

9. **Interest of Contractor**

The Council assures that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Council further assures that in the performance of this contract no person having any such interest shall knowingly be employed.

10. **Findings Confidential**

Any reports, information, data, etc., given to or prepared or assembled by the Council under this contract which the County requests to be kept confidential shall not be made available to any individual or organization other than the County, unless the Council is required by law to make said item or items available.

11. **Complete Agreement**

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. **Applicable Laws**

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina, and with federal laws and regulations required by the North Carolina Department of Commerce Small Cities CDBG 2011 NC Tomorrow Program cited herein.

13. **Warranties**

The Council hereby explicitly warrants that it has the resources necessary to perform or supply as promised under this Agreement and that this warranty extends beyond the termination of this Agreement as follows:

a. **Disclaimers and Waivers**

This Agreement is to be regarded as an agreement for the purposes described herein. It is the responsibility of each party to seek independent professional advice, to review, and to negotiate any changes prior to execution of this Agreement. The County hereby disclaims the use of any contract interpretation principles against it as the drafter of this Agreement, and Council hereby waives any and all use of said principles in any dispute or action based on the terms of this Agreement.

14. **Merger**

The parties concur that this Agreement constitutes the entire agreement of the parties.

15. **Lobbying Clauses**

As required by Section 1352, Title 31, U.S. Code:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. **Conflict of Interest**

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise

any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

17. **Legal Remedies Provision**

As stated in 24 CFR Part 85.36:

Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract term, and provide for such sanctions and penalties as may be appropriate.

Examples of legal remedies could be liquidated damages, consequential damages, arbitration and others not listed.

18. **Termination Provisions**

As stated in 24 CFR Part 85.36:

All contracts in excess of \$10, 000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for defaults as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

19. **Nondiscrimination Clause-**

Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

20. **Age Discrimination Act of 1975, as Amended**

Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

21. **Section 504 of the Rehabilitation Act of 1973, as Amended-**

Nondiscrimination on the Basis of Handicap

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

22. **Copeland "Anti-Kickback" Act Provision**

As stated in 24 CFR Part 85.36:

All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, part 3). This Act provides that each Council or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

This material is presented in form HUD-4010 and in the labor Standards Handbook 1344.1 Rev. 1.

23. **Access to Records and Record Retention**

In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out in compliance with 4 NCAC 19L Rule .0911, Record keeping.

The North Carolina Department of Commerce, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

24. **Clean Water, Clean Air, E. O. 11738 and EPA Regulations Provision
Compliance with Air and Water Acts**

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1957 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at CFR Part 15, as amended from time to time.

The Council and any of its sub-contractors for work funded under this Agreement, which is in excess of \$100,000, agree to the following requirements:

- a. A stipulation by the Council or sub-contractors that any facility to be utilized in the performance of any nonexempt contract or sub-contractors is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. Agreement by the Council to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
- d. Agreement by the Council that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in very nonexempt

subcontract and requiring that the Council will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

25. **Indemnification**

- a. To the extent allowed by law, the Council agrees to indemnify, hold harmless and defend the County as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Council or its employees or agents in performing or failing to perform any of its obligations under this Agreement.
- b. To the extent allowed by law, the County agrees to indemnify, hold harmless and defend the Council as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the County or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

26. **Binding Agreement**

The parties agree that this Agreement is binding on their heirs, assigns, transferees, or successors in obligation or interest, except that, to the extent that performance requires the qualifications set forth above, and if the heirs, assigns, transferees, or successors do not possess such qualifications, then specific performance shall not be required, however all other remedies shall remain in full force and effect.

27. **Law**

The laws of the State of North Carolina shall apply to this Agreement.

28. **Modification of Agreement**

This Agreement may only be modified in writing and signed by all parties.

29. **Separable Provision**

Should any provision of this Agreement be held to be unenforceable for any reason, then the remaining provisions shall have full force and effect.

30. **Default**

If a party substantially fails to perform under this Agreement, then that party is deemed to be in default and breach.

31. **Remedies**

The non-breaching, non-defaulting party is entitled to receive any and all remedies available at law and equity. In addition, the parties explicitly agree and waive any rights to argue against the same, that the non-breaching, non-defaulting party shall receive all costs, expenses, and attorneys' fees associated in enforceable its/his/her rights under this Agreement.

32. **Notices**

All notices to the County shall be sent to:
Dennis Manager, County manager
118 Hamby Road, Suite 329
Dobson, NC 2701

All notices to Council shall be sent to:
Matthew Dolge, Executive Director
400 West Fourth Street, Suite 400
Winston-Salem, NC 27101

33. **Designated Agents**

The designated agent for contact and all matters related to this Agreement for the County is:

Rhonda Nixon, Financial Planner
118 Hamby Road, Suite 329
Dobson, NC 2701
336-401-8258

The designated agent for contact and all matters related to this Agreement for the Council is:

Hanna Cockburn, Planning Program Manager
400 West Fourth Street, Suite 400
Winston-Salem, NC 27101
336-294-4950

34. **Safety**

The parties hereby acknowledge that safety issues are of key importance to the County and therefore Council agrees to comply with all applicable safety policies and procedures of Council, as well as those that are standard in the industry or service that is the subject of this Agreement, and Council hereby agrees to fully indemnify the County and hold it harmless for any claims, liabilities, debts, or causes of action arising from Council's actions or inactions that are outside of the scope of this limited authority.

35. **Time is of the Essence**

The parties hereby acknowledge and agree that time is of the essence with respect to the duties and obligations of Council in this Agreement and Council hereby explicitly waives any claim or legal or equitable argument that time is not of the essence with respect to such duties and obligations.

36. **Headings**

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

37. **Information**

Any and all work product from services, information, and reporting materials by Council during this engagement relative to the duties under this Agreement shall be the exclusive property of the County; and Council hereby assigns all right, title, and interest in the same to the County. Upon the expiration or earlier termination of this Agreement, or whenever requested by the County, the Council shall immediately deliver all such

files, records, documents, specifications, information, and other items in its/her/his possession or control.

38. **Additional Confidentiality**

In addition to the herein concerning confidentiality, the parties acknowledge and agree that the very nature of an independent contracting relationship exposes the County to an even greater risk of improper disclosure of confidential information. Therefore, Council agrees not only not to disclose any of this information, but to take all measures necessary to insure that an inadvertent disclosure of such information is not possible.

39. **Conflict of Interest/Non-hire Provision**

Council represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between Council and any third party.

40. **Entire Agreement**

This is the entire agreement between the parties and there are no terms, conditions, representations or warranties relating to the work to be performed hereunder which are not specifically set forth herein.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written.

Surry County

Piedmont Triad Regional Council

Chairman

Executive Director

Attest: _____
Clerk

Attest: _____
Clerk

SCOPE OF SERVICES
Technical Services and Grant Administration

The Council will assist Surry County in complying with the terms and conditions of the 2011 CDBG Small Cities NC Tomorrow Program required by the U.S. Dept. of Housing and Urban Development (HUD) and the North Carolina Division of Community Investment and Assistance. The Scope of Services is further detailed below.

The Piedmont Triad Regional Council will be responsible for:

ITEM	SCHEDULE
1. Assisting in the completion of the Environmental Assessment including questionnaire for NC SEPA and Format II for NEPA, the related publication notice and request for release of funds	Month 1
2. Assisting Surry County in developing and revising as needed:	Months 1-3
a) Citizen Participation Plan	
b) Financial Management Plan	
c) Equal Opportunity and Procurement Plan	
d) Section 3 Plan	
e) Anti-Displacement Plan;	
f) Assisting Surry County in developing and maintaining a Fair Housing Plan	
g) Assisting Surry County in the preparation and/or revision of the Section 504 and ADA Survey and Transition Plan	
3. Completing the solicitation of and qualifying of contractors	On-going
4. Soliciting and reporting on use of minority, female and local contractors and workers	On-going
5. Reporting on benefits, construction activities and financial transactions	On-going
6. Completing pre construction conferences with contractors	On-going
7. Completion of monitoring of site work, reviewing and approving change orders in coordination with Surry County	On-going
8. Reviewing and approving contractor requests for payments in coordination with Surry County	On-going
9. Assisting in resolving and responding to citizen complaints, concerns and questions	On-going
10. Assisting Surry county staff in meeting NC Division of Community Assistance in ongoing:	On-going
a. Contact for questions/procedures	
b. Interpretation of regulations and bulletins	
c. Preparation for monitoring visits and responding to findings	
d. Preparation of required reports, financial reports in conjunction with Surry County financial staff, including annual reports	

- | | |
|----------------------------------------------------------------------------------------------------|--------------|
| 11. Prepare annual performance reports for Surry County review and submission | On-going |
| 12. Prepare grant closeout documents and closeout procedure for Surry County review and submission | On-going |
| 13. Prepare NC Tomorrow Certified Economic Development Plan | Months 20-22 |

Surry County will be responsible for:

1. Resolving and responding to citizens' complaints, concerns, and questions;
2. Assisting the Project Administrator, as needed.
3. Managing Financial requisition, reporting and audit requirements;
4. Completing Request for Funds reports from the N.C. Division of Community Assistance;
5. Arranging for annual audit and final audit;

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

TO: PTRC Board of Delegates

FROM: Elizabeth Jernigan, Stormwater Outreach and Education Coordinator

DATE: May 31, 2012

RE: Request for authorization to pursue federal grant funding to address water quality concerns in the Triad region

ITEM #: D6

The 205(j) Grant Program is a federally funded program administered in North Carolina by the state Department of Environment and Natural Resources Division of Water Quality. Limited competitive funding is available to regional Councils of Government (COGs) for water quality management planning efforts. Funds are allotted by the state in accordance with section 205(j) of the federal Clean Water Act. PTRC Water Resources staff is requesting permission to pursue three grants totaling \$50,000 in the 2012 funding cycle.

PTRC staff seeks funding to develop and implement a targeted educational campaign in the High Rock Lake watershed. The watershed is currently undergoing a Total Maximum Daily Load (TMDL) assessment and some rule-making process will likely occur in the future. The goal of this campaign is to provide administrators and elected officials with the tools they need to adequately prepare for this process.

PTRC staff will also seek funds to complete a 12-county water supply inventory. A similar study was completed in 2004, however the Randleman Reservoir and additional intakes warrant an updated evaluation.

PTRC staff has completed, or are in the process of completing watershed prioritization plans for each river basin in our region. Due to the variance in each process and lessons learned, a final evaluation utilizing consistent data and metrics must be completed. The final product will detail top conservation and restoration sites across the Piedmont Triad and guide future project implementation.

Staff recommends approval of authorization to pursue federal grant funding to address water quality concerns in the Triad region.

Item # H

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2011
HOUSE JOINT RESOLUTION DRHJR60141-MLz-10* (04/24**

Sponsors: Representative Howard

Referred to:

A JOINT RESOLUTION EXPRESSING THE OPINION OF THE GENERAL ASSEMBLY THAT THE LOCAL PROVISION OF WORKFORCE INVESTMENT ACT SERVICES SHOULD BE STREAMLINED BY REALIGNING LOCAL WORKFORCE DEVELOPMENT AREAS WITH THE BOUNDARIES OF COUNCILS OF GOVERNMENTS ESTABLISHED PURSUANT TO G.S 160A-470, AS RECOMMENDED BY THE PROGRAM EVALUATION DIVISION AND ENDORSED BY THE JOINT LEGISLATIVE PROGRAM EVALUATION OVERSIGHT COMMITTEE

Whereas, North Carolina and the federal government have been engaged in workforce development activities for nearly 80 years; and

Whereas, workforce development programs established by the State and the federal government were designed to help address the high unemployment rate and skills gap between unemployed workers and available positions, while spurring business growth and competitiveness in a global economy; and

Whereas, the program established pursuant to the federal Workforce Investment Act of 1998 (WIA) is a central component of North Carolina's workforce development system; and

Whereas, a key feature of the WIA is the local workforce development areas, which oversee the JobLink Career Centers that are a service delivery mechanism designed to be one-stop shops for workforce development services; and

Whereas, the Joint Legislative Program Evaluation Oversight Committee (JLPEOC) directed the Program Evaluation Division (PED) to complete a full review of the workforce development system and present recommendations regarding its appropriate organization and administration to foster the most efficient and effective system for North Carolina; and

Whereas, the PED, in its March 28, 2012, report to the JLPEOC titled "State and Local Improvement Needed for Workforce Development System Integration and Accountability," found that North Carolina's local workforce development areas are based on criteria that were established through federal employment and training programs from almost 40 years ago, and the areas are not strategically aligned with economic development activities in the State and this structure compromises effectiveness; and

Whereas, the report found that, although maintaining a local focus is required to meet State and federal rules, reducing the number of local workforce development areas has the advantage of increasing resources available to job seekers because population partly determines area funding. The larger the area, the more funding it receives, and increased funding allows local workforce development areas to have more programs or use their money more effectively by having more types of programs; and

Whereas, the report recommends aligning local workforce development areas with the boundaries of councils of governments (COG) established pursuant to G.S. 160A-470. Currently, COGs are the administrative entity for 13 of the 23 local workforce development areas, and all COGs already have an administrative structure in place to manage aging, transportation planning, Housing and Urban Development grants, and several other state and federal programs; and

Whereas, the report found that realigning local workforce development areas using COG regions would reduce the number of local workforce development areas from 23 to 16 and would change the current structure by disbanding nine areas, including the six single-county areas. Under this structure, the number of counties for local workforce development areas would increase in range from three to 12 counties, and the area population would range from 172,000 to 2,000,000; Now, therefore,

Be it resolved by the House of Representatives, the Senate concurring:

SECTION 1. The General Assembly finds that the large number of and variability among local workforce development areas compromise the effectiveness and efficiency of the workforce development system.

SECTION 2. It is the opinion of the General Assembly that the local provision of WIA services should be streamlined by realigning the local workforce areas with the boundaries of the COGs established pursuant to G.S. 160A-470.

SECTION 3. This resolution is effective upon ratification.

Draft Legislation

As Requested by the Joint Legislative Program Evaluation Oversight Committee

Legislative Overview to the

NC Commission on Workforce Development

Presented by William B. Johnson, Policy Analyst

May 16, 2012

**NORTH
CAROLINA**
DEPARTMENT OF COMMERCE

Introduction: Bill Draft 2011-LRz-121F

- Legislation proposed enacts portions of Program Evaluation Division (PED) Report submitted to Joint Evaluation Oversight Committee on March 28, 2012
- 5 Major areas covered:
 1. Law Reform
 2. Commission Membership, Powers and Duties
 3. Local and Regional Coordination
 4. Technology
 5. Oversight
- PED staff asked to develop legislation to accomplish recommendations on May 9, 2012

Bill Draft 2011-LRz-121F: *Reform*

Revises Statutory Duties to include:

- Submitting annual report to Governor, General Assembly, etc. on workforce development in State
- Reviewing and Evaluating workforce development plans/programs
- Assessing effectiveness of workforce system through performance measures and reporting findings annually to General Assembly
- Serving as lead workforce agency in collaboration with other agencies
- Leading development of the memorandum of understanding (MOU) for JobLink Career Center System

Bill Draft 2011-LRz-121F:

Membership

Reconfigures membership of the Commission:

- Decreases membership from 38 to 25
- Keeps original six departments/agency heads with one change:
 - Department of Administration (DOA) is added
 - Assistant Secretary of Division of Employment Security (DES) is removed
- Gubernatorial authority to appoint 19 members:
 - Reduced from 32
 - **Two (Three)** representing public, postsecondary & vocational rehabilitation
 - **One** representing community-based organizations
 - **Three** representing labor
 - **Thirteen (Twelve)** representing business/industry

Bill Draft 2011-LRz-121F:

Powers and Duties

Expands powers and duties in regards to:

- Agency Cooperation
- Confidentiality
- Advisory Work Group
- Reporting
- Workforce Initiatives Program

Bill Draft 2011-LRz-121F:

Coordination

Local & Regional Coordination: Amends G.S. 143B-438.11

- Duty to local workforce development boards to provide coordinated regional workforce development planning and labor market sharing
- Commission and DOA required to provide programmatic/technical assistance to any local area that realigns its service area with boundaries of a regional council of government

Bill Draft 2011-MLz-10

(Joint Resolution to Realign Local Workforce Development Areas with the Boundaries of Councils of Governments)

- Realigns local workforce development areas from 23 to 16
- Recommends disbanding 9 areas (*including the 6 single-county areas*)

Bill Draft 2011-LRz-121F:

Technology

Common Follow-up System (CFS): Amends G.S. 96-32

- Directs Commerce and Division of Labor and Economic Analysis (DLEA) to strengthen CFS
 - Collaborate with Commission to develop performance measures across workforce programs
 - Report to Reform Oversight Committee due by *December 15, 2014*

Common Internet-based Intake System

- Directs Commerce to convene workgroup to develop plan
- Report to Reform Oversight Committee due by *July 1, 2013*

Bill Draft 2011-LRz-121F: *Oversight*

Joint Legislative Workforce Development System Reform Committee (*Reform Oversight Committee*)

- 16 member group
 - 8 from the House of Representatives;
 - 8 from the Senate
- Oversee/monitor all aspects concerning the reform of the workforce development system
- Interim report to the 2014 Regular Session of the 2013 General Assembly; final report to the 2015 General Assembly (*Committee will end at that time*)