# **Cleveland County Board of Commissioners** April 3, 2018

The Cleveland County Board of Commissioners met in a regular session on this date, at the hour of 6:00

p.m. in the Commission Chamber of the Cleveland County Administrative Offices.

Eddie Holbrook, Chairman **PRESENT:** Susan Allen, Vice-Chair Johnny Hutchins, Commissioner Ronnie Whetstine, Commissioner Doug Bridges, Commissioner Brian Epley, County Manager Tim Moore, County Attorney Phyllis Nowlen, Clerk to the Board Kerri Melton, Assistant County Manager Allison Mauney, Human Resources Director Chris Green, Tax Administrator Alan Norman, Cleveland County Sheriff

# CALL TO ORDER

Chairman Holbrook called the meeting to order and Commissioner Bridges led the audience in the Pledge of Allegiance and provided the invocation for the meeting.

# AGENDA ADOPTION

**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, *approve the agenda*.

# <u>SPECIAL PRESENTATION</u>

**Extension & Community Association Update:** Chairman Eddie Holbrook recognized Pat Farley, ECA County Council President to present the Extension and Community Association update. Mrs. Farley stated there are currently 27 active members in the local extension division. Cleveland County's ECA chapter has recently completed their North Carolina Annual Report for 2017 which reviews the numerous events held in Cleveland County and documents the volunteer hours given by the ECA members. In 2017, the local ECA chapter had 2,654 volunteer ECA hours and 3,488 hours in other community service which totals 6,142 in volunteer hours. They have recently earned the prestigious gold award which represents the total number of hours each ECA member contributes. Mrs. Farley detailed the various projects and programs ECA members participate in throughout the county such as promoting safety and healthy environments, building healthy and strong families and fostering

community and family resilience. She introduced several members from the ECA who were present. The Board thanked the ECA members for all they continue to do for the citizens of Cleveland County.

**Rural Roads Initiative:** Chairman Holbrook called First Sergeant Joshua Dowdle with the North Carolina State Highway Patrol to the podium to report on the Rural Roads Initiative. Sergeant Dowdle reviewed Cleveland County's fatal car crash facts from 2013 – 2017. Since 2013, troopers assigned to Cleveland County have investigated 55 fatal motor vehicle crashes. These crashes have resulted in 64 deaths. Other facts of those accidents include:

- 22 of the 64-people killed were <u>not</u> wearing their seatbelt.
- 24 of those 55 crashes occurred on state secondary roads which resulted in 27 deaths.
- 7 crashes of those 55 involved an impaired driver.

In 2018, the Cleveland County District of the Highway Patrol will be participating in the National Governors Association's Rural Fatal Reduction Program. Troopers will conduct enforcement and education programs focused on reducing fatal crashes on secondary roads in the County. They will be aggressively enforcing seatbelts, impaired driving, speed, left of center and distracted driving laws on those secondary roads. The Board thanked First Sergeant Dowdle for the presentation and the hard work he and his troopers do for the County.

**Cleveland Community College President:** Chairman Holbrook introduced Dr. Jason Hurst, the new Cleveland Community College President. Dr. Hurst stated he is thankful for the warm welcome he and his family have received from the community and is ready to get to work. He will be giving a formal presentation to the Board at a later date.

# **<u>CITIZEN RECOGNITION</u>**

No citizens registered to speak.

### CONSENT AGENDA

### **APPROVAL OF MINUTES**

The Clerk to the Board included the Minutes of the *February 26 special called meeting* and the *March 20*, *2018 regular meeting*, in Board Members packets.

ACTION: Commissioner Bridges made a motion, seconded by Commissioner Whetstine, and passed

unanimously by the Board to, *approve the minutes as written*.

### LIBRARY: BUDGET AMENDMENT (BNA #041)

ACTION: Commissioner Bridges made a motion, seconded by Commissioner Whetstine, and unanimously

adopted by the Board to, *approve the following budget amendment:* 

Account Number	Project Code	Department/Account Name	Increase Decrease	
010.611.4.310.00	45310-EDGE	Library/Federal Govt Grants	\$8,000.00	
010.611.5.910.00	45310-EDGE	Library/Capital Equipment	\$8,000.00	
Explanation of Revisions: To budget \$8,000 for a federal Library and Services Technology Act (LSTA) grant				
administered by the State Library of NC to improve the technology for the public in the areas of scanning, audio				

# PUBLIC HEARINGS

#### PLANNING DEPARTMENT: ZONING CASE 18-05; PARCEL 59646 AT 5110 EAST DIXON BLVD

Chairman Holbrook called Chris Martin, Senior Planner for Cleveland County, to the podium. Mr. Martin

stated Charles and Betty Carrigan own Parcel 59646, a one-acre tract on East Dixon Blvd between Shelby and

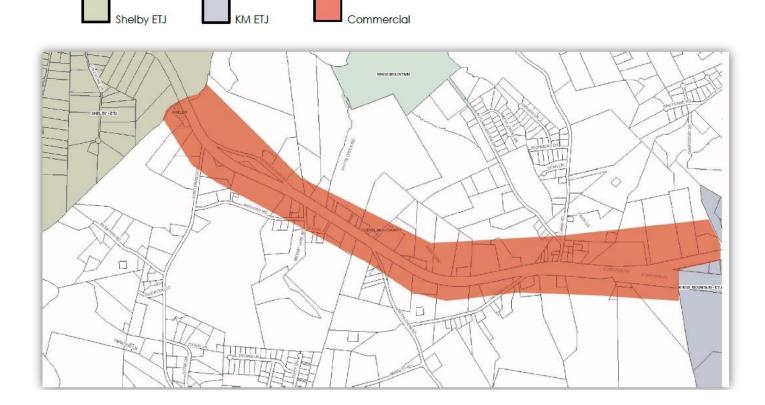
Kings Mountain, just east of the intersection of East Dixon and Harmon Road. They are requesting a zoning map

amendment at 5110 East Dixon Blvd in Kings Mountain from Heavy Industrial (HI) to General Business (GB).

This property is currently zoned Heavy Industrial, as are parcels to the immediate east and west. The area also falls

under the Highway Corridor Protection overlay, allowing for some business uses. There is currently a vacant commercial building on the property and the surrounding uses consist of commercial and some industrial. The area is designated Industrial on the Land Use Plan. The Land Use Plan also designates a General Business node to the west and Residential to the north, and Industrial along Highway 74. Rezoning this parcel to General Business would require an amendment to the Land Use Plan. Strategy C-A1 of the Land Use Plan requests that future commercial development be in nodes and along thoroughfares. The strategy goes on to say that additional commercial development is encouraged in areas that are shown in the future land use plan as industrial, especially those in close proximity to designated nodes.

Mr. Martin concluded by advising the re-zoning request was brought before the Planning Board who voted unanimously to recommend approving the rezoning request from Heavy Industrial to General Business. The Planning Board also recommended amending the land use plan, creating a business/commercial node along East Dixon Blvd stretching from the boundary of Shelby's ETJ to Kings Mountain's ETJ. The Planning Board noted several businesses uses along the corridor already in use and felt it was appropriate.

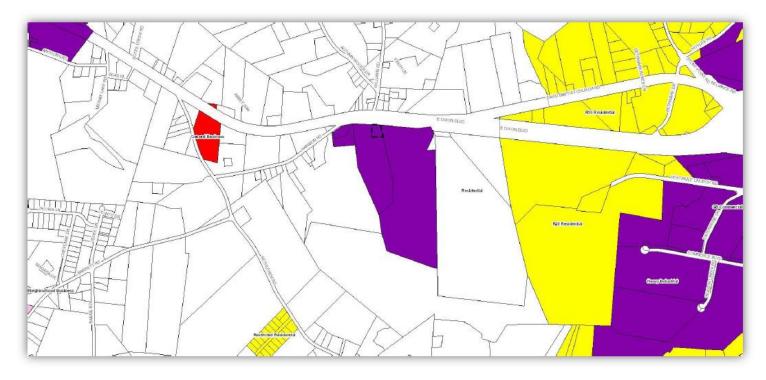


#### Future Land Use Commercial/Business Node Proposal

Case # 18-05 Re-Zoning for 5110 East Dixon Blvd: HI to GB, Zoning Map, Parcel #59646, 1.07 acres







Chairman Holbrook opened the Public Hearing at 6:38 pm for anyone wanting to speak for or against the rezoning case 18-05; Parcel 59646 at 5110 East Dixon Blvd.

Hearing no comments, Chairman Holbrook closed the Public Hearing at 6:39 pm. (Legal Notice was published in the Shelby Star on Friday, March 23, 2018 and Friday, March 30, 2018).

Chairman Holbrook opened the floor to the Board for questions. Commissioner Hutchins and Commissioner Allen both felt this was a good decision and re-zoning Parcel 59646 would be contusive to the area and would help prepare the businesses in that area get ready for the highway expansion. Commissioner Bridges inquired if there had been any complaints from the businesses already in that area concerning the re-zoning. Mr. Martin stated no complaints have been received.

<u>ACTION:</u> Commissioner Hutchins made a motion, seconded by Commissioner Allen, and passed unanimously by the Board to, *approve the request to rezone Parcel 59646 at 5110 East Dixon Blvd from Heavy Industrial (HI) to General Business (GB) and amend the Land Use Plan to expand the commercial area to cover the existing commercial businesses along 74 as shown on the Future Land Use Commercial/Business Node Proposal map.* 

> ORDINANCE AMENDING THE OFFICIAL ZONING MAP CLEVELAND COUNTY

> > Light Industrial (LI) to General Business (GB) Owner: Charles and Betty Carrigan Deed Book 1616 Page 2444 – 1.073 Acres Tax Parcel 59646 Address: 5110 East Dixon Blvd.

WHEREAS, Article 18 of Chapter 153A of the North Carolina General Statutes provides for the planning and regulation of development within the territorial jurisdiction of the county; and

WHEREAS, the Cleveland County Planning Board recommended to approve the zoning map amendment on March 27, 2018; and

WHEREAS, this parcel is classified as "future industrial" in our Future Land Use Plan, and rezoning to General Business (GB), although consistent with Strategy C-A1 with the Future Lane Use Plan, gives reason for a change to the Future Land Use Plan, and;

WHEREAS, said amendment will promote the health, safety, and welfare of the citizens of Cleveland County, the public interest would be furthered, and said amendment would be reasonable and beneficial to the orderly growth of Cleveland County due to properties proximity to the four lane highway and general business uses being compatible with the surrounding uses; and

WHEREAS, notice of the Public Hearing was published in the Shelby Star on March 23 and 30, 2018, and notices were mailed to adjoining property owners on March 21, 2018 and a sign posted at the property on March 23, 2018; and

WHEREAS, all requirements of the North Carolina General Statutes have been met prior to any action by the Cleveland County Board of Commissioners to amend the Official Zoning Map following a Public Hearing on April 3, 2018; and

NOW THEREFORE BE IT ORDAINED by the Cleveland County Board of Commissioners that the Cleveland County Zoning Map, as described in Section 12-147 of the Code, be amended to change the classification from Light Industrial to General Business, and that the Future Land Use Plan be altered to create a Future Commercial Node spanning from the limits of Shelby's Extra Territorial Jurisdiction along East Dixon Blvd to Kings Mountain's Extra Territorial Jurisdiction. The property is identified on the attached map designated "Rezoning Case 18-05", being incorporated herein by reference and made part of this ordinance. Being Parcel 59646 described in Deed Book 1616 Page 2444:

BEING the entire contents of that 1.073 acre tract located on the south side of U.S. Highway 74 as shown on that survey by T. Scott Bankhead dated July 30, 2001 and recorded in Plat Book 30, Page 47, to which reference is made.

This Ordinance shall become effective upon adoption and approval. Adopted this 3<sup>rd</sup> Day of April, 2018 at 6:00 p.m.

ATTEST:

Eddie Holbrook, Chairman Cleveland County Board of Commissioners

Phyllis Mowlen, Clerk

Phyllis Nowlen, Clerk Cleveland County Board of Commissioners

#### <u>CLEVELAND COMMUNITY COLLGE CONTRACT FOR SECURITY SERVICES</u>

Chairman Holbrook called Brian Epley, County Manager, to the podium. Mr. Epley advised the Cleveland Community College Board of Trustees has reached out to the County regarding the placement of sworn law enforcement officers on the college campus. Over the last several weeks, staff and the attorney has worked through the negotiations and legalities for the contract of services between the Cleveland Community College Board of Trustees, the Cleveland County Board of Commissioners and the Sheriff's Office. The initial term, if approved, would be from April 3, 2018 to June 30, 2018 for two full time, sworn law enforcement officers with full arrest powers who would be County employees. The contract would automatically renew unless either party provided a 90-day notice. The Board of County Commissioners will invoice the College Board of Trustees for all expenses for the officers on a quarterly basis so there would be no fiscal impact to the county. The officers will be hired by the Cleveland County Sherriff's Office who will be responsible for the supervision of the officers. The first officer will be hired on or around April 1, 2018 and the other officer shall be hired on or around July 1, 2018. The President of the College, the Sheriff and the County Manager or their designees will act as a project supervisor with regards to this contract. Any of the parties have a right to terminate with a minimum of 90 days written notice or without notice upon breach of the contract. The contract will automatically renew and remain in effect through July 1, 2019 and every July 1 thereafter unless any party gives prior written notice. This agreement does correlate with the Board of County Commissioners' Public Safety focus area. Mr. Epley recognized Sheriff Norman who was available for any questions from Board members.

The Board thanked Sheriff Norman for his continued support with this contract. Chairman Holbrook opened the floor to the Board for comments or questions. Commissioner Allen inquired about the hours the officers would be on the campus. Sheriff Norman stated the current hours for college deputies would be 7:30am – 10:00pm at night at a minimum of four nights a week with flexing hours on Fridays and the weekends. Along with the terms of the agreement, will be in-house training, to include active shooter training at the community college for faculty and staff. Commissioner Whetstine stated he feels this will make the campus a safer place and will allow for preparedness in case of an incident. Commissioner Bridges inquired if the deputies assigned to the college will

work with the deputy at the Health Department if there ever was a threat or danger. Sheriff Norman affirmed all the

deputies are on the same radio channel so there would be no lack of communication between the deputies.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously

approved by the Board to, approve the Cleveland Community College Contract for security services.

#### THE CLEVELAND COMMUNITY COLLEGE BOARD OF TRUSTEES AND THE CLEVELAND COUNTY BOARD OF COMMISSIONERS AND THE CLEVELAND COUNTY SHERIFF'S

#### OFFICE CONTRACT FOR SERVICES

This Contract is made, entered into, and intended to take effect this the 3rd day of April, 2018, by and between the Cleveland Community College Board of Trustees (the "BOT"), the Cleveland County Board of Commissioners (the "BOCC"), and the Cleveland County Sheriff's Office.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

- <u>Contract Term</u>. The term of this Contract starts on <u>April 3</u>, 2018 and runs through June 30, 2019.
- 2. <u>Obligations of the BOCC</u>. The BOCC agrees to do the following under this Contract:
  - A. BOCC will provide funding for both Security Officers salaries, benefits and related costs, as well as both Security Officer's coinciding patrol vehicles and other related equipment to be operated by the Officers.
  - B. BOCC will send quarterly invoices to the BOT for purposes of the BOT reimbursing the BOCC for costs as details below.
- <u>Obligations of the Cleveland County Sheriff's Office</u>. The Cleveland County Sheriff's Office agrees to provide services and goods to BOT as follows:
  - A. The parties agree and understand that two new officers, with appropriate experience, will be hired by the CC Sheriff's Office for purposes of fulfilling this agreement. The first officer shall be hired on or around April 1, 2018 and a second officer shall be hired on or around July 1, 2018. Since BOCC will provide the funding to furnish BOT with two Security Officers and coinciding capital, BOT will reimburse the BOCC on a quarterly basis for all costs associated with the new officer hires, including but not limited to salaries, operating, and capital expenses (See Addendum B).
  - B. Specifically, the CC Sheriff's Office will supply the services of two (2) sworn law enforcement officers to serve as Security Officers on the campus of Cleveland Community College (CCC), located in Shelby North Carolina. These officers shall be assigned to the CCC campus on a full-time basis.
  - C. The CC Sheriff's Office shall be responsible for the control and supervision of the officers, who will provide law enforcement services to the CCC community as their primary assignment. The officers will attempt to prevent criminal offenses committed on school property by:

Office in connection with this Contract.

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- a. Patrolling the school campus;
- b. Investigating crimes that occur within the school or on some other CCC school property (EXCEPTION: Security Offers will not investigate automobile accidents on or around the CCC campus);
- c. Conferring with campus leadership to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus; and
- Take law enforcement action on the CCC premises if warranted by the situation at hand.
- Obligations of the BOT. The BOT will reimburse the BOCC at the following rates and in the following manner for the services rendered by the Officers and coinciding vehicles purchased:
  - A. BOT shall pay BOCC for all of the costs of goods and services associated with this Contract, including but not limited to the two law enforcement officers' salaries, their fringe and personnel benefits, and the capital and operating costs associated with the provision of two patrol cars and law enforcement radios that shall be provided to the BOT by the Sheriff's Office.
  - B. Payments shall be made by the BOT to the BOCC upon receipt of a quarterly invoice from the BOCC.
  - C. Should the BOCC or the Sheriff's Office be unable to or otherwise fail to fulfill their contractual duties as delineated in this Contract, BOCC will refund BOT with a pro rata share of the payment per officer. Similarly, the BOCC is also entitled to recuperate a pro rata share of unused funds from the Sheriff's Office for the two officers and coinciding capital as called for in this Contract.
  - D. The parties further agree and understand that the Officers provided by the Sheriff's Office are not employees of the BOT or the BOCC. While the BOT and/or CCC employees may inform the Security Officers of issues arising on the CCC campus within the Officers' purview, neither the BOT nor its employees at CCC shall direct or otherwise control the Security Officers' day-to-day responsibilities on the CCC
    - campus.
- 5. <u>BOT Project Supervisor</u>. The President of the College or his designee will serve as the BOT Project Supervisor for the BOT. The BOT Project Supervisor shall be the BOT's representative in connection with BOCC's performance under this Contract. The BOT has complete discretion in replacing the Project Coordinator with another person of its choosing.
- 6. <u>Sheriff's Office Project Supervisor</u>. The Cleveland County Sheriff or his designee shall serve as the project supervisor over the two Security Officers that will be provided pursuant to this Contract. <u>The Sheriff</u> is fully authorized to act on behalf of the CC Sheriff's
- BOCC Project Supervisor. The County Manager or his designee wills serve as the BOCC Supervisor for the Cleveland County Board of Commissioners.
- 8. <u>Termination for Convenience</u>. This Contract may be terminated by any party, without cause, so long as the party wishing to terminate provides the other party with a minimum of ninety (90) days written notice at the address listed immediately below:

BOT	BOCC	Sheriff's Office
Cleveland Community College	County Manager or His	Sheriff or his Designee
President or His Designee	Designee	CC Sheriff's Office
Cleveland Community College	P.O. Box 1210	P.O. Box 1210
137 South Post Road	Shelby, NC 28151	
Shelby, NC 28152		Shelby, NC 28151

If BOT wishes to terminate in accordance with this section of the Contract, BOCC shall be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated by this Contract.

- 9. <u>Termination for Default</u>. Any of the three parties to this Contract have an equal right to terminate this Contract as described in this section. Any party wishing to terminate this Contract may do so immediately and without prior notice upon breach of this Contract by any of the other parties. However, the party wishing to terminate the Contract shall still provide subsequent written notice that it has exercised its right to terminate the Contract within ten (10) calendar days of termination.
- 10. Automatic Renewal of Contract. This Contract will automatically renew and remain in effect on July 1, 2019 and every July 1 thereafter unless any party gives prior written notice to the other party of its intent not to renew the Contract by June 1, 2019 and every June 1 thereafter, respectively.
- 11. Contract Funding. It is understood and agreed between the parties that the payment obligation of the BOT under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. However, the parties also understand and agree that if BOT does not or cannot

pay the BOCC for any reason, BOT's failure to compensate the BOCC under the terms contained herein will be deemed a default and breach of contract by BOT, rendering this Contract immediately void and eliminating any law enforcement positions that were created or otherwise provided to fulfill the terms of this Contract.

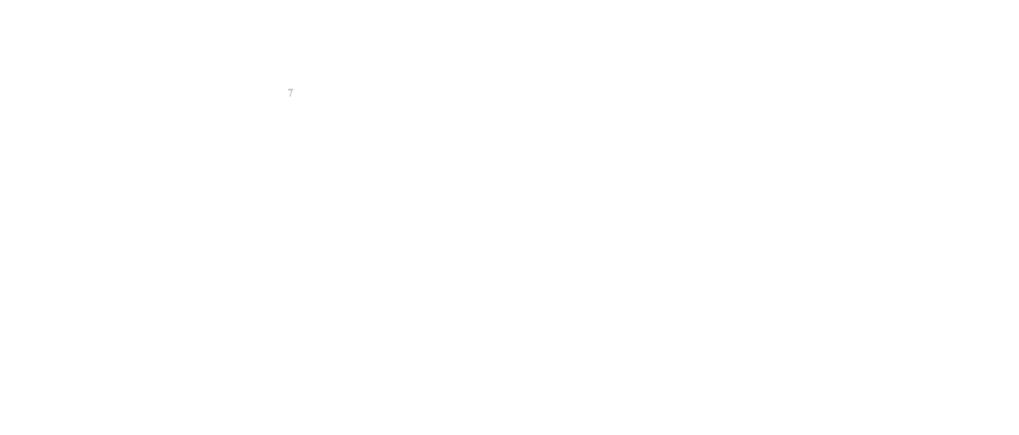
- Accounting Procedures. BOCC shall comply with accounting and fiscal management procedures prescribed by the BOT to apply to this Contract. BOCC shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
- 13. <u>Improper Payments</u>. BOCC shall refund BOT any payment made pursuant to this Contract if it is subsequently determined by audit that such payment by BOT was illegal under any applicable law, regulation, or procedure. BOCC shall make such refunds within thirty (30) days after the BOT notifies BOCC in writing that a payment has been determined to be illegal.
- 14. <u>Mutual Indemnification</u>. The parties shall indemnify and hold harmless the other parties to this Contract, including its officers, employees, agents, and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability to the extent arising out of or resulting from a party's performance of its obligations as set forth in this Contract or from the negligence or willful misconduct of the party or its officers, employees, or agents.
- <u>Contract Transfer</u>. No party to this Contract shall assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of both of the other parties.
- <u>Contract Personnel</u>. BOCC agrees that it has, or will be able to fund at the time of Contract execution, all personnel required to perform the services set forth in this Contract.
- 17. <u>Contract Modifications</u>. This Contract may be amended only by written amendment duly executed by any of the three parties to this Contract. However, minor modifications may be made by any of the three parties to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of a party's performance; (b) do not increase BOCC's total compensation or method of payment; and (c) either improve the overall quality of the product or service provided to the BOT without increasing the cost, or reduce the total cost quality of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and BOCC and placed on file with this Contract and a maximum allowable amount stipulated.
- <u>Taxes and Insurance</u>. The Sheriff's Office shall pay all federal, state, and FICA taxes, and maintains minimum insurance requirements for all sworn law enforcement officers assigned as Security Officers pursuant to the attached Addendum A.
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- 26. <u>Confidentiality of Student Information</u>. If, during the course of a party's performance of this Contract, the party obtains any information pertaining to any student's official school records, the party agrees that this Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records under state and federal law and the policies of the BOT.
- 27. <u>Enforceability</u>. This Contract shall not be enforceable unless signed by all three parties to this Contract.
- 28. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any) any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.
- 29. <u>Annual Safety Measures</u>. The Sheriff's Office shall conduct an annual check of all sworn law enforcement officers assigned as Security Officers on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Sheriff's Office shall not assign any officer to provide services to the Board if said officer appears on any of the aforementioned registries.
- 30. <u>Controlling Document in Event of Conflict</u>. The assignment of and services provided by Security Officers shall be consistent with the terms of the most recently executed agreement between the parties. In the event of any conflict between this Contract and a prior agreement, the terms and conditions of this Contract shall control.
- <u>Contract Situs</u>. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of this Contract, will be determined in Cleveland County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.

- 19. <u>Relationship of the Parties</u>. The Security Officers operating pursuant to this Contract shall operate as independent contractor and not as employees of the BOT. However, as detailed earlier in this Contract, Security Officers may act as agents of the BOT when called upon for specific assistance with an incident on the CCC campus and acting in accordance with a BOT employee's instructions or request. The direct conduct and control of the Officers' work will lie solely with the Sheriff's Office. BOCC's employees shall remain subject to BOCC's exclusive control and supervision, which is solely responsible for their compensation.
- Advertising. The Contract will not be used in connection with any advertising by any party to this Contract without prior written approval of the other parties.
- 21. <u>Conflict of interest</u>. All parties to this Contract shall make a good faith effort to ensure that none of their respective employees or officers obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, either for it or for those with whom it has family or business ties during or at any time within three years after the termination of such person's engagement by any party. Also, all parties to this Contract shall cause this section to be included in all Contracts, subcontracts, and other agreements related to this Contract.
- 22. <u>Monitoring and Evaluation</u>. BOCC and the Sheriff's Office shall cooperate with the BOT, or with any other person or agency as directed by the BOT, in monitoring, inspecting, auditing, or investigating activities related to this Contract. BOCC and the Sheriff's Office shall permit the BOT to evaluate all activities conducted under this Contract.
- 23. <u>Financial Responsibility</u>. BOCC is financially solvent and able to perform under this Contract. If requested by another party to this Contract, BOCC agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the party's designated Finance Officer.
- 24. <u>Mediation</u>. If a dispute arises out of or relates to this Contract, or the breach of this Contract, and if the dispute cannot be settled through negotiation, the parties agree to first try in good faith to settle the dispute via mediation administered by the American Arbitration Association under its Commercial Mediation Rules prior to resorting to litigation.
- 25. <u>No Third Party Benefits</u>. This Contract shall not be considered by BOCC to create any benefits on behalf of any third party. BOCC shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.

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 $\rm INWITNESSWHEREOF$  , the parties have hereinto set their hands and seals the day and year indicated below





#### ADDENDUM A

#### Minimum Insurance

#### Requirements

- Insurance requirements shall be the same for the two Security Officers as they are for all Sheriff's Office Deputies.
- Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500.000 each acci

Part B By Acci	ident	\$500,000 each ac	coldent
By Dise	ase	\$500,000 policy	limit
		\$500,000 each er	nployee

 Public liability and Property Damage Insurance - The BOCC shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence

General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
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- Law Enforcement Professional Liability in the amount \$2,000,000 combined single limits.
- 5. Certificates of Insurance acceptable to the Community College shall be filed with the Community College prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Community College, and that the Cleveland Community College is named as additional insured on general liability.
- 6. Comparable self-insurance is acceptable in lieu of the preceding requirements.

#### <u>ANNUAL EXTERNAL AUDIT CONTRACT</u>

# Chairman Holbrook recognized Lucas Jackson, Assistant Finance Director, to present the Annual External Audit Contract. Mr. Jackson advised N.C.G.S. 159-34 requires each unit of local government in North Carolina to have its' accounts audited at the close of each fiscal year by a certified public accounting firm. The audit evaluates the performance of a unit of local government with regard to compliance with applicable federal and state laws as well as the accuracy and reliance of the financial statement disclosures. Each year Cleveland County's audit contract has to be approved first by the County Board of Commission and then the North Carolina Local Government Commission (LGC). Finance staff is recommending a contract with Thompson, Price, Scott, Adams & Co, P.A. for the 2017-2018 fiscal year audit. Cleveland County placed a request for proposal (RFP) for auditing services in October 2017 to assess market competitiveness. Thompson, Price, Scott, Adams & Co, P.A. proposed a contract that contains a fee decrease of \$7,450 or 13%. Staff anticipated large fee increases with former auditor Martin Starnes & Associates due to continuing compliance requirements with federal uniform guidance, NC Fast and the Department of Social Services, and trending fee increases throughout Counties across the State. Cleveland County hasn't

#### ADDENDUM B

#### Annual Costs

The BOT will be invoiced for the following:

- Salary of one Lieutenant or Sergeant (Includes salary and fringe benefits consistent with other Sheriff's Office personnel)
- Salary of one Deputy (Includes salary and fringe benefits consistent with other Sheriff's Office personnel)
- 3. One-sixth of patrol vehicle costs (two patrol vehicles)
- 4. Uniform expense
- Equipment (*at the initial hire only*) to include a ballistic vest, taser, service weapon, body camera, and annual camera storage fee

experienced the RFP process for audit services since 2004. Transitioning to another accounting firm for auditing

services will provide a new partner role, as well as, complete new staffing for the evaluation of Cleveland County.

The Finance staff has reviewed a complete listing of all audit contract fees in North Carolina, published by the LGC,

and agrees that the current proposed fee is within market. Mr. Jackson and the Finance Department are recommending

the approval of the 2017-2018 fiscal year audit contract with Thompson, Price, Scott, Adams & Co, P.A.

Cleveland County, NC Auditing Services - Recommended Contract April 3, 2018	<section-header><section-header><list-item><list-item><list-item><list-item><list-item><list-item><list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></section-header></section-header>

Chairman Holbrook opened the floor to the Board for discussion and questions. Commissioner Allen thanked Mr. Jackson for his hard work and time in the audit assessment. A fresh approach and evaluation of the audit process and services will help the County to continue to move forward in a positive direction.

<u>ACTION:</u> Commissioner Whetstine made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the 2017-2018 fiscal year audit contract with Thompson, Price, Scott. Adams & Co., P.A.* 

LGC-205 (Rev. 2018) CONTRACT TO AUDIT ACCOUNTS NA	AND COUNTY ry Government Unit Jely Presented Component Unit (DPCU) if applicable standards for audit as defined in <i>Government Auditing Standards</i> , 2
CONTRACT TO AUDIT ACCOUNTS Primal NA OfCLEVELAND COUNTY Discret	vely Presented Component Unit (DPCU) if applicable standards for audit as defined in <i>Government Auditing Standards</i> , 2
Df CLEVELAND COUNTY Discret	standards for audit as defined in Government Auditing Standards, 2
	standards for audit as defined in Government Auditing Standards, 2
Primary Government Unit	
NA revisions, issued by the Comptroller Gener	al of the United States, then by accepting this engagement, the Aud for a peer review and continuing education as specified in Governme
On this 19TH day of MARCH 2018 Additing Standards. The Auditor agrees to date of the prior peer review report to the Go	provide a copy of their most recent peer review report regardless of the overnmental Unit and the Secretary of the LGC prior to the execution of the secretary of the LGC prior to the execution of the secretary of the secretar
	ived a peer review rating other than pass, the Auditor shall not ut first contacting the Secretary of the LGC for a peer review analys
HITEVILLE, NC 28472 Hereinafter referred to as The Auditor	memens.
nd BOARD OF COMMISSIONERS (Governing Board(s)) of CLEVELAND COUNTY If the audit engagement is not subject to prepared in accordance with GAAP and fait (Primary Government) an explanation as to why in an attachment.	Government Accounting Standards or if financial statements are il to include all disclosures required by GAAP, the Auditor shall pro-
d: hereinafter referred to as the Governmental Unit(s), agree as follows:	
	n this contract. All audits are to be performed and the report of a hs of fiscal year end. Audit report is due on: 10/31/18 If it beco
	dit fee, an amended contract along with a written explanation of
	ng standards include a review of the Governmental Unit's system:
r. It is agreed that generally decepted data	te to accountability of funds and adherence to budget and law requirem
statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-	ke a written report, which may or may not be a part of the written re
	orth his findings, together with his recommendations for improvem
	s defined as "significant deficiencies and material weaknesses" in A
	Clarified). The Auditor shall file a copy of that report with the Secre
At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with	
	y contracts for audit or audit-related work require the approval of
	al or special audits, agreed upon procedures related to internal cont
	to prepare the Governmental Unit's records for audit, financial staten
	ions, or any other audit-related work in the State of North Caro

- Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). <u>County and Multi-County</u> <u>Health Departments</u>: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by Office of the State Auditor (OSA) and in accordance with the instructions and timeline provided by OSA.
- If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
- 4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC (This also includes any progress billings.) (GS. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: https://nctreasurerslgfd.leapfile.net. Subject line should read "linvoice – [Unit Name]. The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

- 9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: Fees listed on Fees page). This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
- 10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the

Page 2 of 9

Contract to Audit Accounts (cont.)	CLEVELAND COUNTY
	Primary Government Unit
	N/A
	Discretely Presented Component Unit (DPCU) if applicable

Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

- 11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the fiscal year end.
- 12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement in the engagement letter indicating billed for the pre-issuance review. The pre-issuance review shall be performed **prior** to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
- 13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determ in es that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx

- 14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
- 15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <a href="https://nctreasurersligf.leapfile.net">https://nctreasurersligf.leapfile.net</a>. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor. Auditor.

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# Contract to Audit Accounts (cont.) CLEVELAND COUNTY Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

#### FEES - PRIMARY GOVERNMENT

AUDIT: \$ 48,000

AUDIT: \$ N/A

75% of the prior year audit fee.

# WRITING FINANCIAL STATEMENTS: \$ 1,500 (PRINTING & BINDING)

ALL OTHER NON-ATTEST SERVICES: \$ BILLED AT STANDARD HOURLY RATES IF REQUIRED

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant theref" merilies the Auditor to achieve decourder of the the the the the the the term. threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall aintain written documentation of his or her compliance with these standards in the audit work papers Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is § 37,125 \*\* NA if there is to be no interim billing

#### FEES - DPCU (IF APPLICABLE)

N/A WRITING FINANCIAL STATEMENTS: \$

N/A ALL OTHER NON-ATTEST SERVICES: \$

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct For an non-attest services the Auditor shall adhere to the independence rules of the ALCPA Professional Code of Conduct and Governmental Auditing Standards (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping and other non-attest services accessary to audit shall be included under this contract. However, bookkeeping and other non-attest services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated

fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to

#### Contract to Audit Accounts (cont.) \_\_\_\_\_CLEVELAND COUNTY Primary Government Unit N/A

Discretely Presented Component Unit (DPCU) if applicable

- 16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
- 17. Special provisions should be limited. Please list any special provisions in an attachment.
- 18. A separate contract <u>should not</u> be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit ontract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
- 19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and t h e Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is https://nctreasurers/gfd.leapfile.net. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2017. These instructions are subject to change. Please check the NC Treasurer's web site at <u>https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx</u> for the most recent instructions.
- 20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. <u>The audit should not be started before</u>. the contract is approved.
- 21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
- E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
- All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW FEES PAGE

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Contract to Audit Accounts (cont.)	CLEVELAND COUNTY
	Primary Government Unit
	N/A

Discretely Presented Component Unit (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below. Audit Firm Signature: THOMPSON, PRICE, SCOTT, ADAMS & CO. P.A. me of Audit Firm By ALAN W. THOMPSON Act. Authorized Audit firm-representative name: Type or print Signature of authorized audit firm representative

Date 3-19-18

ALANTHOMPSON@TPSACPAS.COM Email Address of Audit Fire

Governmental Unit Signatures:	
CLEVELAND COUNTY	
Name of Primary Government By EDE HOLEROD, CHARMAN	
Mayor / Chairperson: Type or print name and title	
Signature of Mayor/Chairperson of governing board	
Date 04/03/18	
By N/A	
Chair of Audit Committee - Type or print name	
	**
Signature of Audit Committee Chairperson	

Date		

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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

By BRIAN EPLEY Primary Government Unit Finance Officer: Type or print name

Primary Government Finance Officer Signature

Date 04/03/18 nust be dated.) (Pre-audit C

brian.epley@clevelandcounty.com **Email Address of Finance Officer** 



\*\*\*Please provide us the most current email addresses available as we use this information to update our contact database\*

The 75% cap for interim invoice approval for this audit contract is § N/A \*\* NA if there is to be no interim billing

# <u>SOLID WASTE TIPPING FEES FOR CLEVELAND COUNTY FAIR</u>

Chairman Holbrook called Nathan McNeilly, Environmental Health Supervisor, to the podium to present the

solid waste tipping fees for the Cleveland County Fair. Mr. McNeilly stated Bobby Jenks, Cleveland County Fair

Manager, has requested the solid waste tipping fees be waived for the annual fair event. As a result of the 2012

E.coli outbreak at the Cleveland County Fair, animal waste has been handled and disposed of in accordance with

state recommendations. As part of these recommendations animal waste is to be handled and disposed of in a

manner similar to municipal solid waste. Previous decisions by prior management also allowed the remaining solid

waste generated at the annual event be disposed at no cost. Essentially, the Fair pays only the cost of Republic Services to haul solid waste and animal waste for the annual event to the Self-McNeilly landfill for disposal. Protecting the public's health is a primary purpose of the Cleveland County Health Department's mission. Providing the resource for proper management and disposal of solid waste and animal waste will continue to significantly reduce health risks posed to the public. Additionally, this resource will promote adherence to state recommendations, while maintaining a positive working relationship with the Fair. The fiscal impact would be a \$5,500 loss of revenue. Mr. McNeilly concluded by recommending the approval of waiving solid waste tipping fees for the annual fair week. Chairman Holbrook opened the floor to the Board for any discussion and questions. No Board member had a question.

<u>ACTION:</u> Commissioner Hutchins made the motion, seconded by Commissioner Allen and unanimously approved by the Board to, *approve waiving the solid waste tipping fees for the Cleveland County Fair during the fair week*.

#### NATIONAL PUBLIC HEALTH WEEK 2018

Chairman Holbrook recognized Anne Short, Human Services Deputy Director Environmental Health Supervisor, to speak about National Public Health Week for 2018. Ms. Short stated National Public Health week places emphasis on the Cleveland County Public Health Center Mission Statement, which is: "to assure, enhance and protect the health of Cleveland County citizens through education and prevention." Ms. Short updated the Board on upcoming programs and events at the Health Department.

<u>ACTION:</u> Commissioner Hutchins made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board, *to proclaim April 2 – 8, 2018 as National Public Health Week 2018 in* 

#### Cleveland County.



County citizens through education and prevention; and

Whereas, preventing diseases before they start is critical to helping people live longer, healthier lives while managing health-related costs; and

Whereas, public health action together with scientific and technologic advances have played a major role in reducing and in some cases eliminating the spread of infectious disease and in establishing today's disease surveillance and control systems; and

Whereas, preventable chronic diseases such as heart disease, cancer and diabetes are responsible for millions of premature deaths each year; and

Whereas, to ensure that every individual has a chance at a long and healthy life we must also tackle the underlying causes of poor health and disease risk and address the social determinants of health; and

Whereas, strong public health systems are critical for sustaining and improving community health;

NOW, THEREFORE, be it resolved that the Cleveland County Board of Commissioners do hereby proclaim the week of April 2 – 8, 2018, as National Public Health Week 2017 in Cleveland County, North Carolina. We call upon the citizens of Cleveland County to observe this week by helping their families, friends, neighbors, co-workers and leaders better understand the value of public health and adopt lifestyle habits to prevent, reduce or delay the onset of chronic disease and unintentional injuries.

Adopted on this, the 3rd day of April, 2018.

Eddie Holbrook, Chairman

July July

Johnny Hutchins, Commissioner

Douglas Bridges, Commission

Susan Allen Susan Allen, Vice-Chairman Am Mht J. Ronnie Whetstine, Commissioner

# **CLOSED SESSION**

<u>ACTION:</u> Commissioner Allen made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to go into closed session per NCGS 143-318.11(a)(3) to consult with the County Attorney on a potential legal matter.* (*Copy of closed session minutes are sealed and found in Closed Session Minute Book*)

## RECONVENE IN REGULAR SESSION

<u>ACTION:</u> Commissioner Hutchins made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, *reconvene in open session*.

Chairman Holbrook announced no official action was taken.

### ADJOURN

There being no further business to come before the Board at this time, Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to adjourn the meeting*. The next meeting of the Commission is scheduled for *Tuesday*, *April 17, 2018 at 6:00 p.m. in the Commissioners Chamber*.

Eddie Holbrook, Chairman Cleveland County Board of Commissioners

*Phyllis Nowlen, Clerk to the Board Cleveland County Board of Commissioners*