



**Executive Committee
January 22, 2020
Land of Sky Regional Council
339 New Leicester Highway, Suite 140, Asheville, North Carolina 28806**

AGENDA

1. Call to Order (11:00am)

2. Consent Agenda

Consent Agenda items are considered routine and noncontroversial in nature, and are considered and approved by a single motion and vote. If any member of the Executive Committee requests an item be removed from the Consent Agenda for separate consideration and action, that item will be placed under the Business, Updates and Discussion section of the agenda.

- A. December 4, 2019 Executive Committee Meeting Minutes
- B. FY 2019/2020 Budget Amendment #4

3. Business

- A. Closed Session
- B. Pay and Staffing Adjustments
- C. Sole Source Procurement Request for French Broad Conference Room A/V Equipment Status

4. Other Items

- A. Council Audit Status
- B. Audit Request for Proposals
- C. Service Awards

5. Adjournment

**Land of Sky Regional Council
Executive Committee
December 4, 2019**

Minutes

Land of Sky Regional Council's Executive Committee held a meeting on December 4, 2019 at the offices of Land of Sky Regional Council (LOSRC) located in Asheville, NC. Present for the meeting was Chair Larry Harris, Mike Hawkins, Nancy Allen, and George Goosmann, Barbara Volk, Albert Gooch, and John Mitchell. Land of Sky staff present included Justin Hembree, Nathan Ramsey, LeeAnne Tucker, and Vicki Jennings, Erica Anderson, Charlotte Sullivan, and Glenda Brown, Danna Stansbury, and, Zia Rifkin (Recording). Susan Russo-Klein was present for Billy Clarke, LOSRC's legal counsel.

Call to Order – Past Chair Goosmann called the meeting to order at approximately 11:00am.

Work Session – Executive Director Recruitment Process

The purpose of the work session was to finalize details about the LOSRC executive director search process. Susan Russo-Klein shared that today would provide the opportunity to finalize the process for the executive director search. The process entails posting the job opening, which begins with staff reviewing the posting between now and December 14. Items reviewed for the recruitment process included the key qualifications for the position, a draft job advertisement and job profile.

Ms. Russo-Klein shared that responses to the job posting would go to a generic email address at Roberts & Stevens. She also noted that the job posting would be edited for length as a good job candidate would utilize the LOSRC website to learn about the organization. The compensation package would be determined after the job was advertised. Benefits could include a moving allowance and the usual suite of LOSRC benefits. The level of education desired for candidates would be a Bachelor's Degree or a Master's in Public Administration, experience working with federal and state grant programs, etc. A deadline of January 15 would be set for submissions in response to the advertisement for the position.

Justin shared that the job would be advertised locally and through the North Carolina League of Municipalities (NCLM), the Commissioners Association, the Local Government Association, and NADO, etc. He also communicated that hits to the LOSRC website could be tracked.

Albert Gooch moved to approve the job description for the Executive Director position. George Goosmann seconded the motion. The motion died for lack of a vote.

Discussion occurred regarding whether the Executive Committee should go into closed session

George Goosmann moved to enter closed session. John Mitchell seconded and the Executive Committee entered closed session to discussion a personnel matter related to the Executive Director search.

Closed session

Open Session/Business Items

Approval of Consent Agenda – The consent agenda, composed of items A. October 30, 2019 Executive Committee minutes and the minutes from the closed session on November 5, 2019 was presented for approval.

Nancy Allen moved to approve the October 2019 minutes and the minutes from the closed session on November 5 as presented. John Mitchell seconded and the motion carried without further discussion.

Business

Staff Holiday Bonuses/Second Half Annual Salary Adjustments

Justin Hembree requested that the Executive Committee take two actions. First, staff recommends approval of the Council's traditional holiday bonuses for employees. Council has paid holiday bonuses given out near Christmas for many years. In 1991, a progressive system was established to determine the amount of bonus for each employee based on his or her years of service: less than three years- \$50; three years but less than five years- \$75; and, five years plus- \$100. Council pays both the employer's and the employee's share of FICA taxes so that the net amount of the check is equal to the amount the bonus. Bonuses for 2019 would cost Council approximately \$4,050.46 (\$3,475 plus employee FICA of \$287.73 and employer FICA of \$287.73). For contracted workers, who serve Council directly, gift certificates (\$50 each) would be provided to express appreciation for their contributions to LOSRC.

Discussion occurred about providing gift certificates for contracted workers rather than cash and it was shared that gift certificates do not carry a tax burden. Susan Russo-Klein shared that gift certificates could be taxable and perhaps, a cash gift would be better. John Mitchell shared that Henderson County does not purchase gift certificates for any reason. Consensus was reached that contracted workers should receive a cash gift for their contribution to LOSRC.

John Mitchell moved to approve providing staff with holiday bonuses, based on the established progressive system and a set amount (\$50) for contracted workers (not a gift certificate). George Goosmann seconded and the motion carried as all were in favor.

Justin Hembree communicated that the second request before the Executive Committee is the approval of the second half of employee pay adjustments for the fiscal year. The FY 19/20 budget includes funds to provide a two and a half percent salary increase for all employees. The first half of the adjustment (1.25%) was provided on July 1, 2019. Now, it is recommended that the second half of the adjustment (1.25%) be provided beginning with the first full pay period of January 2020.

Nancy Allen moved to approve the second half of the salary increase (1.25%) for staff, effective on January 4, 2020 (the first full pay period of 2020). Albert Gooch seconded and the motion carried without further discussion.

CEDS Adoption

Erica Anderson shared that Land of Sky's Comprehensive Economic Development Strategy 2020-2024 is ready for adoption as the public comment period closed December 3, 2019.

Discussion occurred about comments received during the public comment period and Erica Anderson noted that the only negative comments received were about some links not working on the CEDS webpage (corrected).

The CEDS may be viewed via the following link:

<https://losrc.maps.arcgis.com/apps/Cascade/index.html?appid=3db8474da7e24f36b59ea25af4b6916e>.

Chair Harris commented that ECD staff were thoroughly engaged with the CEDS process.

Albert Gooch moved to adopt the resolution for the Comprehensive Economic Development Strategy 2020-2024. George Goosmann seconded and the motion carried as all were in favor.

WestNGN Broadband- Erica Anderson shared accomplishments that have come from the initiative to date. From handout. The forum at UNC-A will be on January 22, 2020 at the Sherrill Center.

NEMT Call Center/Medicaid Reform Update

Justin Hembree shared an update regarding the NEMT Call Center and the State's Medicaid reform process. He noted that the NEMT staff are working hard with very limited staff and Kim Ward is doing contract work for NEMT. Currently, the transition to managed care is delayed again as it is caught up in the budget stalemate at the state level. When transformation does happen, it probably would not occur at least until October 1, 2020. The impact on the call center, which was budgeted for 7 or 8 months, may be smaller since many of the Medicaid clients in Buncombe County would remain the responsibility of the County to transport. A new contract has been signed for the NEMT service; however, that was done before the latest announcement of the delay. Now, the call center needs to be fully staffed. The County has released a Request for Proposals (RFP) for two years of NEMT service, which the organization plans to respond to. If awarded, a two-year contract would provide some stability for the call center and help LOSRC's indirect cost pool. Justin Hembree shared that with regards to the NEMT services, it was shared by Phillip Hardin, Buncombe County Department of Health and Human Services, Economic Services Division Director, recently that the County has not had a single complaint regarding the NEMT call center since LOSRC has been operating it.

No specific action requested at this time.

Executive Director Transition Update

Justin Hembree shared a transition update with the Executive Committee. He noted that everything is going fine with the transition. The process to provide Interim Executive Director, Nathan Ramsey with signatory authority is nearly complete. Justin Hembree shared that he feels like everything should go smoothly after his departure. He encouraged Executive Committee members and staff to contract him without hesitation should the need arise.

Chair Harris expressed appreciation for Justin Hembree's work during a time when COGs in the state were undergoing many changes. Justin Hembree commented that this organization is something to be proud of and the various work that goes on here is amazing. He shared that he has learned a lot from his time as Executive Director.

No specific action requested at this time.

Adjournment

Chair Harris adjourned the meeting as there was no further business.

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BUDGET AMENDMENT RESOLUTION #4

BE IT ORDAINED by the governing board of Land of Sky Regional Council that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020.

SECTION I. To amend the appropriations as follows:

Area Agency on Aging	
Workforce Development	1,900
Economic & Community Development	
General Operations	180,840
	<u>24,697</u>
Total	<u>\$ 207,437</u>

SECTION II. It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

Federal	\$ 15,085
State	
Local Dues	36,412
Local Govt – Contracts & Required Match	129,343
Private Grants, Contracts, Sponsors	1,900
Appropriated Fund Balance	<u>24,697</u>
Total	<u>\$ 207,437</u>

SECTION III. The budget officer is authorized to allocate the amounts of projects, programs and functions to appropriate objects of expenditures in accordance with the requirements of the contract concerning each project, program or function.

SECTION IV. The Chairman and/or appropriate officers are authorized to execute all contracts or grants necessary to implement this budget, including federal and state grants, contracts for assistance to local governments and agencies, and subcontracts to local entities necessary to implement Council programs and activities.

SECTION V. Copies of this resolution shall be furnished to the finance/budget officer as directions in carrying out her official duties.

Approved at the January 22, 2020 meeting of the Land of Sky Regional Council.

 Larry Harris, Chair

 Nathan Ramsey, Attest

Land of Sky Regional Council

Revenues & Expenditures

Program Area	Original FY 19/20 Budget	Current FY 19/20 Budget	Proposed FY 19/20 Budget	Proposed Budget Amendment #4
Area Agency on Aging	\$ 5,543,853	\$ 5,417,137	\$ 5,419,037	\$ 1,900
Workforce Development	2,847,669	3,263,352	3,263,352	
Economic & Community Development	4,339,041	4,614,794	4,795,634	180,840
General Operations	219,556	269,556	294,253	24,697
Total	\$ 12,950,119	\$ 13,564,839	\$ 13,772,276	\$ 207,437

Land of Sky Regional Council

Revenues by Source

Source of Funding	Current FY 19/20 Budget	Proposed FY 19/20 Budget	Proposed Budget Amendment #4
Federal	7,923,047	7,938,132	15,085
State	1,922,088	1,922,088	-
Local Dues	328,808	365,220	36,412
Local Govt - Contracts & Required Match	2,654,884	2,784,227	129,343
Private Grants, Contracts, Sponsors	272,876	274,776	1,900
Other	326,902	326,902	-
In-kind	136,234	136,234	-
Appropriated Fund Balance		24,697	24,697
Total	13,564,839	13,772,276	207,437

**Area Agency on Aging
Revenues & Expenditures**

Program	Current FY 19/20 Budget	Proposed FY 19/20 Budget	Proposed Budget Amendment #4	Budget Amendment Comments
501 - Buncombe County Lead Agency	\$ 469,916	\$ 469,916	-	
507 - Aging-Medicare Improvements for Patients	9,702	9,702	-	
508 - Buncombe County Aging Plan	40,000	40,000	-	
510 - Aging Planning	324,642	324,642	-	
511 - Aging P&A	48,262	48,262	-	
513 - Aging Health Promotion	54,758	54,758	-	
514 - Aging Health Assessment	-	-	-	
516- Local Contract Agency for NC Div. of Aging	15,540	15,540	-	
520 - Aging Services - Block Grant	2,795,245	2,795,245	-	
521 - SR Center GP & OR	70,485	70,485	-	
522 - Project Fan/Heat Relief	5,429	5,429	-	
530 - Family Caregiver Support	307,467	307,467	-	
531 - FCSP Event	-	-	-	
533 - Project Care (Contributions)	9,593	9,593	-	
534 - Project Care (Administration)	102,413	102,413	-	
539 - ACL Fall Prevention	11,637	11,637	-	
541 - Health Promotion/Disease Prevention-Pilot	30,850	30,850	-	
545 - Chronic Disease Self-Management	965	965	-	
550 - Ombudsman	325,765	325,765	-	
551 - Elder Abuse	7,211	7,211	-	
552 - Buncombe County CAC Support	2,000	2,000	-	
553 - Just Press Play	-	-	-	
554 - Ombudsman Event	2,000	2,000	-	
555 - Long-Term Care Transition MFP	15,500	15,500	-	
561 - SCSEP (Contributions)	-	-	-	
574 - Fund Raising	-	-	-	
586 - Foster Grandparent	380,179	380,179	-	
595 - Sr Companion	387,578	389,478	1,900	
Total	\$ 5,417,137	\$ 5,419,037	\$ 1,900	New grant

Workforce Development

Revenues & Expenditures

Program	Current FY 19/20 Budget	Proposed FY 19/20 Budget	Proposed Budget Amendment #4	Budget Amendment Comments
210 - MAWD Administration	297,471	297,471	-	
211 -MAWD Special Activities	27,000	27,000	-	
212 -MAWD John M Belk Endowment	200,000	200,000	-	
220 - MAWD Adult	691,435	691,435	-	
223 - MAWD Enhancement Adult Literacy	190,000	190,000	-	
224 -MAWD Enhancement Adult Literacy-Admin.	10,000	10,000	-	
230 - MAWD Dislocated Worker	458,372	458,372	-	
235 - MAWD Rapid Response Contingency	175,000	175,000	-	
239 - MAWD Finish Line Support (Operations)	52,648	52,648	-	
240 - MAWD Youth - Out of School	414,858	414,858	-	
241 - MAWD Youth - In School	133,543	133,543	-	
242 - MAWD Youth - Finish Line AB Tech	44,398	44,398	-	
243 - MAWD Youth - Finish Line Blue Ridge CC	21,032	21,032	-	
244 - MAWD Youth - Early Childhood Initiative	196,399	196,399	-	
245 - MAWD Youth - Innovation Grant Upskill WNC	77,514	77,514	-	
246 - MAWD Youth - Innovation Grant Upskill WNC	10,000	10,000	-	
250 - MAWD Enhancement Grant / Work-Base Learning	142,673	142,673	-	
251 - MAWD-Enhancement Grant/ Work-Base Learning Admin.	6,500	6,500	-	
266 - MAWD Business Support services	114,509	114,509	-	
Total	3,263,352	3,263,352	-	

Economic and Community Development

Revenues & Expenditures

Program	Current FY 19/20 Budget	Proposed FY 19/20 Budget	Proposed Budget Amendment #4	Budget Amendment Comments
420 Buncombe Co Non-Emergency Medicaid Transportation (NEMT)	822,117	951,460	129,343	Revised Contract
409 City of Asheville - Housing	20,000	20,000	-	
411 Montreat Zoning	36,450	36,450	-	
418 Storm water Grant	26,213	26,213	-	
436 EDA 1/1/18-12/31/20	111,850	132,889	21,039	Revised Carry-over
445 Storm water Inventory 205(j) Grant-Rosman & Hot Springs	-	-	-	
446 Mars Hill Perks & Rec Plan	-	-	-	
447 Mars Hill Zoning T/A	9,000	9,000	-	
465 Black Mountain Technical Assistance-GIS/GPS-FY	4,000	4,000	-	
471 Town of Fletcher- GIS	2,000	2,000	-	
480 Village of Flat Rock - T/A Citizen Survey	3,500	3,500	-	
490 ARC - Ends 12/31/20- (PY Grant # 481)	96,564	79,038	(17,526)	Revised Carry-over
470 ARC TA- Community Development, ends 09/30/20- (PY Grant#482)	20,625	20,625	-	
483 ARC TA - Community Development - ends 9/30/19	20,262	20,262	-	
484 ARC Local Dev. District Admin.	79,038	79,038	-	
494 Hendersonville Downtown Revitalization T/A - 10/1/17-9/30/19	12,398	12,398	-	
496 Transylvania Co Housing Technical Assistance	-	-	-	
497 Biltmore Forest/Montreat Planning & Zoning	91,350	91,350	-	
649 EDA Mars Hill Wastewater Treatment Plant	9,800	9,800	-	
666 Black Mtn. EDA Water & Sewer	43,726	43,726	-	
680 Brownfields Conference Fund-Raising - ND	-	-	-	
699 ECD- Rural Utilities Services - Solid Waste - 10/1/19-9/30/20	7,620	7,620	-	
762 CDBG-Town of Marshall Infrastructure Grant -	-	-	-	
800 Clean Air Campaign - ND	10,000	10,000	-	
811 Congestion Mitigation & Air Quality - 12/17/18-01/31/20	37,000	37,000	-	
822 DOE Clean Cities Program Support - ND	-	-	-	
823 DOE/NETL Clean Cities Coalition Support -	65,000	65,000	-	
830 Mobile Education Center - ND	23,540	23,540	-	
880 River week - ND	299	299	-	
883 PRF - French Broad Storm water - ND	3,283	3,283	-	
330 WRP - EPA Revitalizing -Complete the Cycle	41,500	41,500	-	
337 WRP - Buncombe Co Fire Districts Energy Assessments	16,415	16,415	-	
338 WRP - Weatherization Review - Elizabeth City	-	-	-	
340 WRP - Tobacco Trust Fund - Phase II -	47,259	47,259	-	
342 WRP - EPA Source Reduction -	7,786	7,786	-	
343 WRP - Energy Assessments - AB Tech	2,827	2,827	-	
344 WRP - Energy Assessments - Asheville City Schools	1,139	1,139	-	
345 WRP - City of Durham	17,544	17,544	-	
346 WRP - NCDEQ State Energy Program	53,785	53,785	-	
347 WRP-Energy T/A for USI Program - ND	1,839	1,839	-	
350 DPPEA SWMTF WRP	40,000	40,000	-	
353 WRP - City of Asheville-Water Quality -FY	15,000	15,000	-	
355 WRP - Private Contributions	2,759	2,759	-	
371 WRP - Rural Utilities Service - Solid Waste 10/19/9/20	75,000	75,000	-	
375 WRP - USDA- Rural Energy For America	47,948	47,948	-	
900 RPO - FY	132,969	132,969	-	
930 Bunc Co Mountain Mobility Administration -	297,246	297,246	-	

Economic and Community Development

Revenues & Expenditures

Program	Current FY 19/20 Budget	Proposed FY 19/20 Budget	Proposed Budget Amendment #4	Budget Amendment Comments
933 Bunc Co Transportation RIDE -	175,000	175,000	-	
935 Bunc Co Transportation EDTAP - FY	25,000	25,000	-	
938 Bunc Co Mountain Mobility Administration RIDE	20,187	20,187	-	
952 French Broad MPO - FY	405,136	453,120	47,984	
953 French Broad MPO Special Studies	1,537,338	1,537,338	-	
954 NCDOT - TDM Coordinator - FY	95,482	95,482	-	
Total	4,614,794	4,795,634	180,840	

Revenues & Expenditures

Program	Current FY 19/20 Budget	Proposed FY 19/20 Budget	Proposed Budget Amendment #4	Budget Amendment Comments
403 LOSRC Leicester Crossing Facility Costs	\$ 139,321	\$ 139,321	\$ -	
410 Local	76,343	76,343	-	
412 Local Fundraising	3,460	3,460	-	
413 ARC Fall Summit Fiscal Agent	50,000	50,000	-	
415 Local Wellness	432	432	-	
Total	\$ 269,556	\$ 269,556	\$ -	

Indirect Cost Plan	Current FY 19/20 Budget	Proposed FY 19/20 Budget	Proposed Budget Amendment #4	Budget Amendment Comments
Indirect Cost Contributions	\$ (1,117,992)	\$ (1,093,295)	\$ 24,697	To adjust Indirect
Administration	790,088	790,088	-	
Finance	327,904	327,904	-	
Appropriated Fund Balance	\$ -	\$ 24,697	\$ 24,697	



Land of Sky Regional Council Pay Adjustment Plan

Position	Current Salary	Proposed	Salary Increase
ECD			
MPO Director	\$64,605	\$82,000	\$17,395
Project Manager*		\$65,000	-
Transportation Planner III*		\$60,000	-
Transportation Planner II	\$50,312	\$50,312	\$0
Transportation Planner I	\$45,124	\$45,124	\$0
Workforce			
Business Services Coordinator	\$50,938	\$55,938	\$5,000
Program and Accountability Specialist	\$41,826	\$46,826	\$5,000
Administrative Specialist	\$41,520	\$49,020	\$7,500

*Position does not currently exist.



AGENDA ITEM SUMMARY

- Items:** 3B – Pay Adjustments for French Broad Metropolitan Planning Organization (MPO) staff
- Nature of Items:** Action and/or Information
- Attachment(s):** Letter from French Broad Metropolitan Planning Organization (MPO) Board Chair; and French Broad River MPO Staffing and Compensation Proposal; and MPO Staffing Plan
- Background:** 3B – Pay and Staffing Adjustments for French Broad MPO staff
Nathan Ramsey
- French Broad MPO Board has determined that the current pay levels for MPO staff is not competitive to attract and retain the talent the board needs to execute their work. The board is focused on building MPO staff capacity to handle the large volume of projects required of staff. The funding required for the staff pay adjustments are available from the MPO budget. 20% of the funding is required by federal law to be from local governments that are dues paying members of the MPO. All seven dues paying members of the MPO are in agreement with the local funding required. The MPO board will formally approve these pay adjustments at their January 23 board meeting. This proposal is consistent with the Land of Sky Regional Council Pay and Classification Study that was completed in 2017. This pay adjustment is to be effective at the next pay period which would begin on February 1, 2020.
- Suggested Motion:** Move to approve the French Broad MPO pay adjustments contingent on the French Broad River MPO board's approval of these pay adjustments.

HENDERSON COUNTY BOARD OF COMMISSIONERS

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January 16, 2020

Mr. Larry Harris, Chairman
Land of Sky Regional Council
339 New Leicester Highway, Suite 140
Asheville, North Carolina 28806

RE: French Broad River MPO

Dear Chairman Harris:

As you may know the French Broad River Metropolitan Planning Organization (FBRMPO) has a staff of planners that assist our Board in reviewing transportation planning efforts in our region. The staff is funded by contributions from several of the member local governments and the State of North Carolina (NCDOT).

In the past few months it has become clear to the officers of the FBRMPO Board that there is a serious need to upgrade the compensation levels of our staff and to add a new transportation planner position. The workload on the staff has increased substantially in recent years and there has been turnover in the staff leadership.

The Board leadership has recommended to the member local governments that this new position be added at the earliest date and that changes be made to their compensation levels. This recommendation was presented to the Board at our November 21, 2019 regular meeting. The members were requested to report these changes to their respective local governing bodies and be prepared to vote on these two (2) issues at our next regular meeting on January 23, 2020. Should this action be approved we would expect the Land of Sky Regional Council to support the change with the necessary changes to its budget as quickly as possible.

We appreciate the support of the Land of Sky Region Council in the regional transportation planning efforts led by the FBRMPO. If you have any questions or concerns about this action please feel free to contact me.

Sincerely,



William G. Lapsley, Chair

French Broad River MPO

Henderson County Commissioner

FRENCH BROAD RIVER MPO STAFFING AND COMPENSATION PROPOSAL

The French Broad River MPO is a program housed at the Land of Sky Regional Council and is responsible for carrying out regional transportation planning processes in Buncombe, Haywood, Henderson, and Madison counties, as mandated by federal and state law. This largely includes the programming of state and federal funds towards transportation projects in the region as well as providing a setting for cooperation and coordination between local, state, and federal agencies involved in transportation. The French Broad River MPO was the 5th largest MPO in North Carolina in 2010 and is anticipated to be the 4th largest based on more recent population estimates (behind Charlotte, Raleigh, and Durham MPOs.) Larger MPOs, known as Transportation Management Areas, have a number of increased responsibilities, which MPO staff have carried out in-house.

Recently the leadership of the MPO Board and Technical Coordinating Committee requested MPO staff to evaluate staffing levels and compensation at the MPO to address turnover and limited applicants for vacant positions. MPO staff used the following resources to examine staffing levels and compensation: (1) the Wilmington MPO Pay and Classification Study (2018) that compared compensation in like-sized MPOs in North Carolina, South Carolina, Virginia, and Tennessee; and (2) the staffing levels of every MPO within 100,000 population of the French Broad River MPO in North Carolina, South Carolina, Virginia, Tennessee, Kentucky, Georgia, and Florida (as well as a couple outliers), assembled by staff. The following findings were made:

- The average MPO similar to size to the French Broad River MPO in the southeast would have 6-7 employees, but the MPO currently has 3.85 employees, including support staff.
- Compared to the Wilmington MPO's Pay and Classification Study (2018), higher level MPO positions are undercompensated

MPO leadership recommended the following:

- Increase staff at the MPO by one Senior Transportation Planner, which would be classified as a Planner III, to be compensated at the level of a Senior Planner in the Wilmington Pay and Compensation Study
- Increase MPO Director and Planner I compensation to meet the Wilmington Pay and Compensation Average Minimum Pay level

In order to pay for these increases, the MPO has access to Surface Transportation Block Grant (STBG) funds that are provided directly from FHWA to the MPO. Traditionally, those funds

have not been programmed towards MPO operations but are being proposed to be used in this manner for the first time. In order to do this, dues-paying member governments of the MPO would be required to provide a 20% local match, as required by FHWA.

This item is anticipated to go before the MPO Board on Thursday, January 23rd with implementation to begin in FY 2020, if passed.

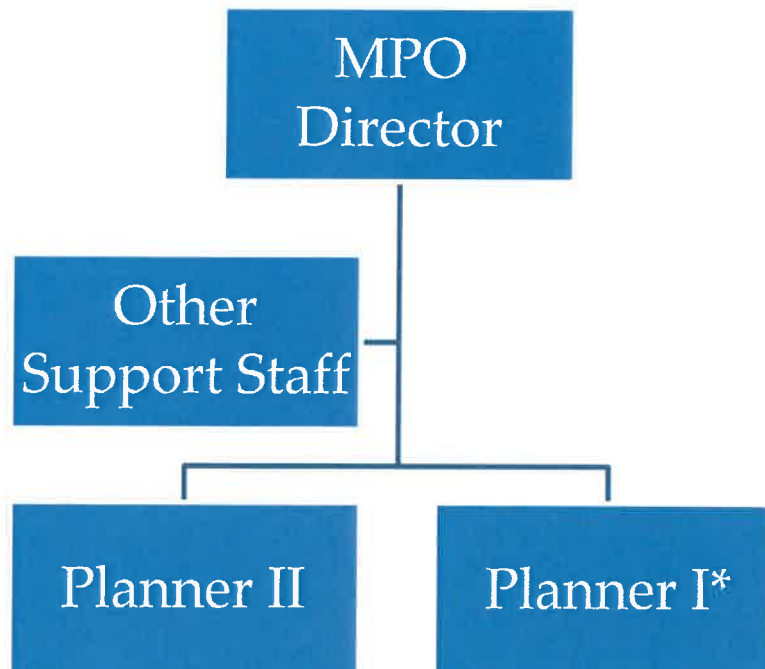
MPO STAFFING PLAN

Overview

MPO staff was tasked by the MPO Leadership Committee with looking at the compensation and staffing level of the French Broad River MPO due to concerns with turnover and on-going work items. This report highlights findings from a Compensation Study commissioned by the Wilmington MPO in 2018 as well as data gathered from MPOs- largely in the Southeast- on staffing levels.

Staffing Level Analysis

Current MPO Staff



*15% of Planner I's time goes to Land of Sky Rural Planning Organization

Other Support Staff includes a percentage of Transportation Demand Management Coordinator, Administrative Assistant, GIS Tech, ECD Director's time.

Comparison to Like-Sized MPOs

MPO staff gathered data on MPOs within 100,000 population of the French Broad River MPO in North Carolina, Kentucky, Tennessee, Virginia, South Carolina, Georgia, and Florida. A couple of outliers that are shown include: Wilmington, NC; Greenville, SC; and Madison, WI.

North Carolina MPOs

All MPO Populations are from the 2010 Census:

	Population	Staff	Pop/Staff
FBRMPO	374,632	3.85	<i>97,307.01</i>
Greensboro	370,025	?	?
DCHC (Durham)	392,791	11	35,708.27
Fayetteville	325,323	4	81,330.75
Winston Salem*	397,772	7	56,824.57
Cabarrus Rowan	316,427	3	105,475.67
Wilmington	241,842	12	20,153.50
Hickory	273,531	3	91,177.00

Average: One Staff per **65,112** residents

*Some staff does non-MPO work.

Non-North Carolina MPOs

	Population	Staff	Pop/Staff
Fredricksburg, VA	275,639	3	91,879.67
Madison, WI	401,808	8	50,226.00
Chattanooga, TN	436,669	?	?
Grand Strand, SC	257,836	5	51,567.20
Greenville-Pickens Area**	547,397	4	136,849.25
Coastal Region, GA	265,128	4	66,282.00
Augusta, GA Area	440,134	9	48,903.78
Lexington, KY Area MPO	344,389	9	38,265.44
Hagerstown-Eastern Panhandle	323,989	4	80,997.25
Tallahassee, FL MPO	367,384	5	73,476.80
Lake-Sumter, FL MPO	390,298	7	55,756.86
Pensacola, FL MPO	434,625	6	72,437.50

Average: One Staff per 69,694.70 Residents

**Receives assistance from other County staff

General Recommendation: Work Up to a Staff of Six (62,439 Residents/Staff & Likely to Increase as 2020 Census Come Out and Population Grows)

Priority Needs

Senior Transportation Planner (Planner III)

- Manage Long-Range Transportation Planning (MTP)
- Assist with Strategic Prioritization
- Provide more Congestion Analysis

Project Manager

- Manage Locally Administered Project Program
- Manage Local Planning Studies

Longer-Term Needs

Transportation Modeler

- If the MPO would want to house the Travel Demand Model

Administrative Assistant

- Assist with scheduling meetings and agendas
- Board Ethics
- Website

Other Positions Often Listed

Deputy MPO Director

Accountant

Bike/Ped Coordinator

Public Involvement Planner

GIS Tech

Compensation

The Wilmington MPO commissioned a Compensation Study in 2018 that was completed and passed by its Board in order to better retain and attract employees. The study looked at several MPOs in the southeast and developed average minimum salaries, average mid-point salaries, and average maximum salaries. Generally, the study shows lower positions at the MPO to be close to the average minimum salaries but Senior Transportation Planner and MPO Director positions to be well below the average minimum salary in the study.

Position	Wilmington Study Minimum	Wilmington Study Mid Point	Proposed FBRMPO Salary	Salary Increase
MPO Director	\$82,000	\$98,000	\$82,000	\$18,000
Project Manager*	\$65,000	\$77,500	\$65,000	-
Senior Transportation Planner**	\$60,000	\$69,000	\$60,000	-
Planner II***	\$48,000	\$60,500	\$50,000	\$0
Planner I	\$45,000	\$57,500	\$45,000	\$2,000

*Position Does Not Currently Exist at FBRMPO

**Planner II Position at FBRMPO currently referred to as "Senior Transportation Planner"

***Position Listed as "Transportation Data Analyst" in the Wilmington Compensation Study

IMPLEMENTATION

Due to the nature of MPO funding, implementing a staffing and compensation plan requires additional local match. The majority of funding (80%) can be supplied by federal Surface Transportation Block Grant Direct Allocation funds, but 20% is still required to come from local sources. To deal with increases in local match, long-term recommendations may need to be addressed on a year-to-year basis.

Short-Term Implementation

Year One (FY 2021):

- Add a Planner III to the MPO's staff
- Correct Current MPO Salaries

Action	Salary	Other Costs	Total Cost (46.5% Overhead Rate Added)	Additional Local Match
MPO Salary Corrections	\$22,000	-	\$41,658	\$8,332
Planner III	\$60,000	\$5,000*	\$122,504	\$24,501
Total Year One Costs	\$82,000	\$5,000	\$164,162	\$32,833

*Additional costs for travel and professional development

Long-Term Implementation

- Maintain cost-of-living increases (not shown)
- Add two additional planning positions (a total of six full-time MPO staff)

Action	Salary	Other Costs	Total Cost (46.5% Overhead Rate Added)	Additional Local Match
Project Manager	\$65,000	\$5,000*	\$132,296	\$26,459
Planner I	\$45,000	\$5,000*	\$93,128	\$18,626
Total Long- Term Costs	\$110,000	\$10,000	\$225,424	\$45,085

*Additional funding for travel and professional development



AGENDA ITEM SUMMARY

- Items:** 3B – Pay Adjustments for Mountain Area Workforce Development Board (MAWDB) staff
- Nature of Items:** Action and/or Information
- Attachment(s):** N/A
- Background:** 3B – Pay Adjustments for Mountain Area Workforce Development Board staff
Nathan Ramsey

During the Executive Director transition, the Interim Executive Director is serving in that role in addition to the Director of the Mountain Area Workforce Development Board (MAWDB). As a result of this transition, board staff are taking on additional responsibilities. The proposal is to increase the annual pay of the three full-time positions with MAWDB: Regional Business Services Coordinator, Administrative Support Specialist and the Performance & Accountability Specialist by \$5,000 on an annual basis. This proposal is consistent with the Land of Sky Regional Council Pay and Classification Study that was completed in 2017. This pay adjustment is to be effective at the next pay period which would begin on February 1, 2020. The funding for these pay adjustments will be funded from the Board's existing budget.

- Suggested Motion:** Move to approve the Mountain Area Workforce Development Board pay adjustments.



AGENDA ITEM SUMMARY

Items: 3C – Sole Source Procurement Request for French Broad Conference Room AV

Nature of Items: Action and/or Information

Attachment(s): Proposal by TSA Choice and Letter from NC Department of Commerce

Background: 3C – Sole Source Procurement Request for French Broad Conference Room AV
Nathan Ramsey

There has been a request to improve the French Broad Conference Room AV system to allow board members to participate in meetings remotely. Council has requested three quotes and staff recommends that TSA Choice be selected as the vendor due to the cost, quality, and technical support provided. The funding for this project will be funded 1/3 by Mountain Area Workforce Development Board and the remainder by funding in the Council's existing budget. The Mountain Area Workforce development Board has received approval by the NC Department of Commerce to fund 1/3 of this project.

Suggested Motion: Move to authorize staff to enter into a sole source contract with TSA Choice for the French Broad Conference Room AV.

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Land of Sky Regional Council
Christina Giles

A/V - Conference Room - Projector and

TSACHoice will provide and install (1) Biamp Telephony conferencing solution, (1) Vutec wall mounted electric projector screen, (1) NEC Laser Projector and for the French Broad Conference Room.

TSACHoice will install (1) Biamp TesiraForte conference system to integrate with existing VoIP phone including (12) ceiling mounted microphones with (AEC) Acoustic Echo Cancellation technology.

TSACHoice will install (1) Vutec wall mounted projector screen, (1) NEC LCD Laser Projector with 16:10 ratio that will be connected to the existing PC system.

TSACHoice to install (1) Crestron 7" Touch Panel and Amplifier with (8) In-Ceiling speakers. TSACHoice to install all equipment with new equipment rack. TSACHoice to program Crestron Touch Panel for full control of projector, projector screen, audio volume and VoIP conference interface.

**TSACHoice to complete all installation during normal business hours.

**TSACHoice to provide comprehensive oral and writing training up to (8) hours.

**TSACHoice to complete and provide Buncombe County Inspection Permit.

Ln #	Qty	Description
1	1	Vutec - Lectric 1-C Wall Mount - 194" Diagonal - 16:10 Ratio
2	1	Vutec - Low Voltage Receiver - Controller
3	1	NEC - Laser Light LCD Projector - 6000LM - WUXGA - 16:10 Ratio
4	1	Projector Mounting Kit
5	1	HDMI Bundle - (1 Projector)
6	1	Crestron - AirMedia AM-200
7	1	Crestron - 7in Touch Screen - In Wall Mount - White
8	1	Crestron - PoE Injector
9	1	Crestron - 4-Channel Power Amplifier, 600W/Ch.
10	1	Ditek - Rack Mount Power Strip -12 Outlet - 19" - Surge
11	1	WattBox® IP Power Conditioner (Compact) with OvrC Home 3 Controlled Outlets
12	8	Episode® - Signature 1700T In-Ceiling Thin Bezel Speaker with 8 in. Woofer (Each)
13	1	Middle Atlantic - BRK Series Rack (20 RU)
14	1	Extreme Networks - PoE+ Switch X440-G2 - 12 Ports
15	1	Biamp - Tesira Digital Audio Server - 12 Analog Inputs/ 8 Analog Ouputs with AEC
16	1	Biamp - Tesira Digital Audio Server - 4 Analog Inputs/ 4 Analog Ouputs with AEC
17	12	Biamp - Tesira Microphone Tile Bridge
18	4	Biamp - Parle Pendant Microphone - White
19	6	Biamp - Parle Expansion Pendant Microphone - White
20	1	Biamp - Parle Low Profile Ceiling Microphone - White

Ln #	Qty	Description
21	1	Biamp - Parle Expansion Low Profile Ceiling Microphone - White
22	1	Miscellaneous Installation Material
23	1	Professional Services Installation

Customer Signature

Date

Quotes are valid for 30 days



AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 608, CEDAR RAPIDS IA 52408-0609

AGREEMENT NO.: **1507163**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Land-of-Sky Regional Council**

ADDRESS: **339 New Leicester Hwy Ste 140 Asheville, NC 28806-2088**

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

TSACHoice Candler, NC

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

1 Vutec - Lectric 1-C Wall Mount - 194" Diagonal - 16:10 Ratio with controller

1 NEC - Laser Light LCD Projector - 6000LM - WUXGA - 16:10 Ratio

1 Crestron - AirMedia AM-200 with Crestron - 7in Touch Screen - In Wall Mount - White and PoE Injector

1 Crestron - 4-Channel Power Amplifier, 600W/Ch.

8 Episode@ - Signature 1700T In-Ceiling Thin Bezel Speaker with 8 in. Woofer (Each)

1 Extreme Networks - PoE+ Switch X440-G2 - 12 Ports

1 Blamp - Tesira Digital Audio Server - 12 Analog Inputs/ 8 Analog Outputs with AEC

1 Blamp - Tesira Digital Audio Server - 4 Analog Inputs/ 4 Analog Outputs with AEC

4 Blamp - Parle Pendant Microphone - White; 6 Blamp - Parle Expansion Pendant Microphone - White

1 Blamp - Parle Expansion Low Profile Ceiling Microphone - White

EQUIPMENT LOCATION: **As Stated Above**

TERM IN MONTHS: **48** TOTAL MONTHLY PAYMENT AMOUNT: **\$1,514.46** (*PLUS TAX)

CONTRACT

YOUR OBLIGATIONS UNDER THIS AGREEMENT ARE UNCONDITIONAL. THIS AGREEMENT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THE TOTAL MONTHLY PAYMENT AMOUNT STATED ABOVE INCLUDES AN AMOUNT PAYABLE TO YOUR VENDOR FOR SERVICES AS SPECIFIED ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

X

(As Stated Above)

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

GreatAmerica Financial Services Corporation

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$69.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. YOUR OBLIGATIONS UNDER THIS AGREEMENT ARE UNCONDITIONAL FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or your Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

VENDOR SERVICES. The Total Monthly Payment Amount stated on the face of this Agreement consists of an amount payable to us under the terms of this Agreement (the "Equipment Payment") and the initial amount payable to your Vendor under a separate statement of work, IT service agreement or other arrangement between you and your Vendor for network and/or software support services, equipment maintenance, and/or other professional IT services relating to your IT network (the "Service Payment"). The initial Service Payment is 23.84% of the Total Monthly Payment Amount. We will invoice you for the Total Monthly Payment Amount on one invoice for your convenience, with the Service Payment portion being passed on to your Vendor by us. If the amount of the Service Payment is adjusted during the term of this Agreement in accordance with your statement of work or IT service agreement, we will invoice you for the updated Service Payment after the effective date of such adjustment. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "us", "our") and Land-of-Sky Regional Council ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1507163 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

X

NAME & TITLE:

DATE:

SIGNATURE:

OUR SIGNATURE

GreatAmerica Financial Services Corporation

SIGNATURE

PRINT NAME & TITLE

DATE



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

JESSICA ENGLERT
Assistant Secretary

TRANSMITTED BY EMAIL

January 14, 2020

Mr. Nathan Ramsey, Director
Mountain Area Workforce Development Board
339 New Leicester Highway, Suite 140
Asheville, NC 28806

Dear Mr. Ramsey:

A letter dated October 23, 2019, notified the Division of Workforce Solutions (DWS) that you wish to procure a contract with **TSACHoice** to install AV equipment in your board meeting room to enable board members to participate in meetings remotely; Mountain Area WDB will be paying a third of the monthly bill for 48 months. This letter has been received by the Field Service Section.

As you move forward with the contract, please ensure that this request is consistent with activities outlined in your Workforce Innovation and Opportunity Act Local Area Plan, local rules, policies and regulations, and DWS procurement and financial management policies.

During your annual onsite monitoring, the DWS Financial Monitor will review the contract documentation against the filing submitted to DWS.

Sincerely,


Mark L. Edmonds
Chief Operating Officer

cc: Mr. Justin Hembree, Executive Director - Land of Sky Regional Council
Dr. Abraham Pallas, Chair - Mountain Area Workforce Development Board
Ms. Charlotte Sullivan, Finance Director – Mountain Area Workforce Development Board
Ms. Linda Johnson-Spence, Field Services Financial Monitor - DWS