



**Executive Committee  
January 26, 2022  
Virtual Meeting via Zoom  
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 1, 2021 Executive Committee Meeting Minutes
- B. Budget Amendment #4

**3. New Business**

- A. Land of Sky Regional Council FY21-22 Audit Contract
- B. EQV Strategic Contract
- C. Appropriation of Funding to Nonprofit
- D. Staff Bonus
- E. Staff Pay Adjustment
- F. Aging Temporary Pay Adjustment
- G. Healthy Opportunities Manager/Mountain Mobility Manager Name change and Pay Adjustment

**4. Other Items**

- A. Executive Director Report

**6. Adjournment**

**Land of Sky Regional Council  
Executive Committee  
Regular Meeting  
December 1, 2021**

**Minutes**

Land of Sky Regional Council's Executive Committee held a meeting that included access through the Zoom platform on Wednesday, December 1, 2021. Executive Committee members participating in the meeting included Chair Barbara Volk, Maureen Copelof, Patrick Fitzsimmons, Matt Wechtel, and Larry Harris, and Preston Blakely, constituting a quorum.

Land of Sky staff participating in the meeting included Nathan Ramsey, Danna Stansbury, Erica Anderson, Vicki Jennings, Charlotte Sullivan, Tristan Winkler, and Zia Rifkin (Minutes). Land of Sky's Auditor Owen Poole was present, too.

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

**Approval of Consent Agenda** – The consent agenda composed of items A. October 27, 2021, Executive Committee Minutes; and B. Budget Amendment #3, was presented for approval with no modification requested.

***Larry Harris moved to approve the consent agenda as presented. Maureen Copelof seconded, and the motion carried unanimously upon a roll call vote, and without further discussion.***

**New Business**

Land of Sky Regional Council FY 20-21 Audit Presentation

Charlotte Sullivan introduced Owen Poole with Anderson Smith & Wike, PA, who presented the Council's audit for FY2020/21. Owen Poole shared that the audited financial statements are for the year ended June 30, 2021. There are three major parts to the audit including the Financial Statement and the Compliance Report. In general, the audit was very good. In total, four opinions were issued and the audit report is clean, providing the highest level of assurity that the audit is sound and within accepted standards. Next, the Financial Statements were reviewed, which includes the General Fund, and he noted that the total fund balance was \$3.4 million, showing the Council is in strong financial condition. Cash of \$3.25 million, and funding in the amount of \$630 thousand represents funding that was committed for FY22 programs.

Discussion occurred regarding the funding available to Council and Owen shared that pension liability is shared by the State, even though the organization has to report the funds expensed for staff pensions. Nathan Ramsey shared that Charlotte and the Finance Team have been working very hard to manage Council's funding and to use it as efficiently as possible and he gave a shout out to Charlotte and her staff for their exemplary work, which is reflected in the audit. He also noted that staff are very parsimonious with regards to expending administrative funding and he noted the importance of remaining in compliance with the requirements of the various funding utilized by Council for the benefit of the region. Additionally, over 75% of assessments (local dues) are used for local matches for Aging and ECD grants.

Owen Poole continued his review of Council's FY21 Balance Sheet and then reviewed the Statement of Revenues including that total revenues were over \$11.7 million with total expenditures over \$11.6 million leaving a fund balance of \$630 thousand. Charlotte Sullivan noted that many grants are multi-year grants, received at various times during the fiscal year. Nathan Ramsey shared that the majority of LOSRC's funding is for the AAA. Charlotte noted that many EDA grants are received in October, which is the beginning of the federal fiscal year. Nathan Ramsey shared that NEMT and Workforce funding were tight during FY21. Owen Poole shared that COVID funding began to be received in FY21, providing adequate funding for programs and leading to new programs. He noted his overall favorable response to the outcome of the FY21 audit.

Owen Poole shared about the other three opinions including that there were no findings during the audit and the report of compliance with federal programs showed that there were no findings or issues.

Discussion occurred about the number of programs that LOSRC funds and it was noted that the audit focuses on the major programs (Aging, ECD, etc.) and Owen Poole shared that COVID funds were and are difficult to handle with regards to regulations and guidelines for expending the funding changing frequently. Nathan Ramsey shared that the major programs that received scrutiny during FY21 was Workforce and Aging programs. It was noted that COVID funding for Aging provided additional

opportunities to provide food and support other needs specific to seniors. LeeAnne Tucker shared that Aging funding flows through LOSRC to the aging organizations in the region and that those funds/contracts are monitored for compliance.

Owen Poole shared that both of the findings from the FY20 audit were corrected with no additional findings in FY21. Finally, he reviewed the Compliance Letter, which communicates the level of difficulty in performing the audit and disagreements with management (no issues with either) and he noted that management was very easy to work with, providing everything requested for the audit in a timely manner.

**Larry Harris moved to accept the Fiscal Year 2020/21 Audit. Maureen Copelof seconded and the motion carried upon a roll call vote and without further discussion.**

Employee Holiday Bonus

Nathan Ramsey communicated that Council annually awards a holiday bonus to staff based on longevity and the schedule as listed below. He shared that the 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 as follows: Less than 3 years-\$ 50.00; 3 years but less than 5- \$ 75.00; 5 years +- \$100.00.

The 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 listed above.

Based on the above system, bonuses for 2021 would cost the Council approximately \$6,469.08 (\$5,500.00 plus employee FICA of \$459.54 and employer FICA of \$459.54).

For others who serve the Council directly, monetary gifts (checks paid through Accounts Payable) would be given to express appreciation for their contributions to LOSRC. The following individuals are recommended for this form of recognition at the amount shown:

Terry Albrecht	WRP Program Mgr.	\$ 50.00
Tracy Wahl	Brownfields Program	\$ 50.00
Leslie Clay	Maintenance	\$ 50.00
Dr. Joseph Fox	Workforce	\$ 50.00
Jim Meyer	All LOSRC	\$ 50.00
Bill Eaker	ECD	\$ 50.00
Sydney Swaim	ECD Intern	\$ 50.00
<b>TOTAL</b>		<b>\$350.00</b>

Discussion occurred regarding increasing the holiday bonuses and Nathan Ramsey shared that any increase approved could begin next year. Charlotte Sullivan noted that the bonus goes through payroll and LOSRC is responsible for FICA. Nathan Ramsey noted that doubling the bonuses would not have a significant financial impact.

**Larry Harris moved to double the amount for the holiday bonus based on the progressive scale for staff and for those who serve council directly. Matt Wechtel seconded the motion, which carried upon a roll call vote, and without further discussion.**

Discussion occurred if a budget amendment was required to increase the bonuses and staff noted that it was not required at this time.

Aging ARPA Plan Update

Congress has provided additional COVID-19 response funding to support Older Americans Act services as part of the American Rescue Plan Act of 2021 (ARPA). On November 5, 2021, regional allocations to NC Area Agencies on Aging have been distributed based on the Intrastate Funding Formula approved by the Administration for Community Living (U.S Department of Health and Human Services).

Land of Sky Regional Council AAA staff has developed the following timeline:

- 11-15-21 - Meet with DAAS staff for planning guidance.

- 11-16-21 - Invite providers to upcoming ARPA meeting.
- 11-18-21 - Hosted Zoom meetings with providers.
- 11-19-21 - Send out RFP to providers.
- 12-1-21 - Deadline for providers to send RFP's back to AAA.
- 12-1-21 to 12-9-21 - AAA prepares regional plan for submission to DAAS.
- Week of 12-6-21 - Send draft plan to Executive Committee and Regional Aging Advisory Council for review, edits, questions, and approval.
- 12-10-21 - Send Region B ARPA Plan to DAAS for approval

LeeAnne Tucker noted that the goal is to provide a plan that provides flexibility since the funding covers the next three years. Additionally, funds have been offered to current contractors initially and there is a possibility that there may be future solicitations for these funds. She requested that the Executive Committee review the plan before it is submitted on December 10, 2021.

***Informational item. No action required.***

RTI International Regional Workforce Study Procurement

In 2018 Mountain Area Workforce Development, Asheville Area Chamber of Commerce, NC Chamber of Commerce, and RTI International conducted a 10-county workforce study. The NC Chamber paid RTI International for the study. Over 720 employers responded to the survey. Now, we would like to update this study. The cost of the study will be \$20,000. The NC Chamber is unable to pay for the study at this time so Mountain Area Workforce Development Board will pay for the study contingent on NC Department of Commerce approval of this expenditure. Asheville Area Chamber of Commerce will pay the cost for outreach to notify employers who may be interested in participating in this updated study.

***Preston Blakely moved to approve Mountain Area to move forward with the expenditure of funding (\$20,000) to support the RTI International Regional Workforce Study. The motion received a second and carried upon a roll call vote and without further discussion.***

Part-Time Staff Compensation Modifications

Administrative staff are requesting approval to provide pay increases for part-time employees Crystal Cheek with Workforce and Wanda Clark with Finance. Both employees are exemplary, and they have skills and talents that are not easily replaced. Crystal (Christy) Cheek is currently paid \$25.00 per hour and the new rate would be \$35.00 per hour. Wanda Clark is currently paid \$27.88 per hour and the new rate would be \$34.00 per hour.

Both of these staff are retired and are limited in the number of hours they can work based on NC retirement plan regulations. Christy Cheek also serves as the Executive Director of the Buncombe County Schools Foundation. Due to that commitment, Christy is unable to work many hours outside of that commitment.

Nathan Ramsey shared that he approved this pay raise for Christy Cheek effective August 28, 2021 without the approval of the Executive Committee through a misinterpretation of the LOS Budget Ordinance. The Budget Ordinance requires approval for all pay raises, both for full-time and part-time staff. Today's request is for approval of Christy Cheek's pay raise retroactive to August 28, 2021 and Wanda Clark's increase as of January 1, 2022.

***Larry Harris moved to approve the part-time staff compensation modifications as requested. Maureen Copelof seconded, and the motion carried upon a roll call vote, and without further discussion.***

Healthy Opportunities Update

Land of Sky Regional Council is working with Dogwood Health Trust through Impact Health to be the transportation lead for the Healthy Opportunities Pilot. There will be four lead organizations serving the 18-county region including the Qualla Boundary overseeing each of the four social determinants that are the focus of the pilot. The four social determinants are Housing, Food, Transportation and Toxic Stress.

Vicki Jennings shared that the pilot is moving forward, and capital funds (\$400 thousand) have been awarded that allows LOSRC to make modifications to its footprint to accommodate the additional staff. Funding has also been requested to procure the necessary software to allow for scheduling and tracking participants. Vicki Jennings noted that some work begins January 1, 2022 and personnel requests will be forthcoming early in the new year.



**Larry Harris moved to approve LOSRC to enter into a contract with Dogwood Health Trust and/or Impact Health for the Healthy Opportunities Pilot, prior to the January Executive Committee meeting, pending future approval for staff to begin the personnel processes and capital expenditures prior to the January meeting. Maureen Copelof seconded the motion, which carried upon a roll call vote, and without further discussion.**

#### Other Items

##### Executive Director Report

Nathan Ramsey shared that his current report is included in the agenda packet, and he encouraged Executive Committee members to reach out with any questions or comments regarding the report.

Nathan Ramsey shared that Council Member Albert Gooch is no longer a member of the Village of Flat Rock's Council, having not sought reelection, and he discussed with the Executive Committee how they would prefer to move forward with the vacancy. Larry Harris shared that he would be okay with appointing a Delegate that was willing to serve, but he noted that he has no such person in mind. Chair Volk shared that the best way to proceed might be to consider whom might be the best Delegate to fill the Municipal slot on the Executive Committee and to share that information with Nathan Ramsey and move forward from there.

Nathan Ramsey shared that most of the challenges facing the organization now are stresses of opportunity and he gave a shoutout to staff for the great work they are doing to meet challenges in the region.

##### Adjournment

**Chair Volk adjourned the meeting, as there was no further business.**

Respectfully submitted by Zia Rifkin

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**BUDGET AMENDMENT RESOLUTION #4**

BE IT ORDAINED by the governing board of the Land of Sky Regional Council that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

**SECTION I. To amend the appropriations as follows:**

Area Agency on Aging	\$ 258,014.00
Workforce Development	1,468,686.99
Economic & Community Development	728,436.38
General Operations	17,200.00
<b>Total Appropriations</b>	<b>\$ 2,472,337.37</b>

*SECTION II. It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2021 and ending June 30, 2022.*

Area Agency on Aging -Federal	\$ 250,754.00
Area Agency on Aging- State	6,300.00
Area Agency on Aging – Local	
Area Agency on Aging – Local Dues	
Area Agency on Aging – Private	2,508.42
Area Agency on Aging – In Kind	960.00

Area Agency On Aging – Fees	(2,508.42)
Appropriated Fund Balance	\$ 258,014.00
<b>Total Area Agency on Aging</b>	
Workforce Development - Federal	\$ 1,443,686.99
Workforce Development - State	25,000.00
Workforce Development - Local	-
Workforce Development - Local Dues	-
Workforce Development - Private	-
Workforce Development - In Kind	-
Workforce Development - Fees	-
<b>Total Workforce Development</b>	<b>\$ 1,468,686.99</b>
Economic & Community Development - Federal	\$ 42,760.38
Economic & Community Development - State	-
Economic & Community Development - Local	(40,324.00)
Economic & Community Development - Local Dues	-
Economic & Community Development - Private	726,000.00
Economic & Community Development - In Kind	-
Economic & Community Development - Fees	-
Appropriated Fund Balance	-
<b>Total Economic &amp; Community Development</b>	<b>\$ 728,436.38</b>
General Operations -Local Dues	
General Operations - Appropriated Fund Balance	17,200.00
General Operations - Fees	
General Operations - Other	
Total General Operations	17,200.00
<b>Total General Operations</b>	<b>\$ 2,472,337.37</b>

**SECTION III.** The finance 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. The Finance Officer is authorized to reallocate departmental appropriations among various line item objects of expenditures and revenues as necessary during the budget year. However, any changes to salary or compensation of any employee for any reason shall be approved by the Executive Director and the Executive Committee before such changes takes effect.

**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.

Adopted this 26th day of January, 2022.

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Mayor Barbara Volk, Chair

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Nathan Ramsey, Attest





Grant #	Grant Description	Amount	Budget Amendment #4 - "ECD"	Comments	Federal	Local	Private	Total
346	WRP NCDEQ	(20,000.00)		Adjust Funding to Actual	(20,000.00)			
41A	Regional Resiliency Analysis-DHT	95,000.00		New Grant			95,000.00	
452	City Of Hendersonville Zoning	(10,074.00)		Adjust to Actual		(10,074.00)		
454	Town of Andrews	3,750.00		Additional Funding		3,750.00		
462	Hendersonville CDBG-HR	(10,000.00)		Adjust to Actual		(10,000.00)		
469	Town of Hot Springs	(24,000.00)		Adjust to Actual		(24,000.00)		
603	Student Connect	62,760.38		Additional Funding	62,760.38			
695	DHT-JEI Digital Inclusion Project	231,000.00		New Grant			231,000.00	
70C	Healthy Opportunities- Capital	400,000.00		New Grant			400,000.00	
	<b>Total ECD</b>	<b>728,436.38</b>			<b>42,760.38</b>	<b>(40,324.00)</b>	<b>726,000.00</b>	<b>728,436.38</b>







**EXECUTIVE COMMITTEE AGENDA ITEM**

- Item Number:** 3A – Audit Contract with Anderson Smith & Wike PLLC
- Nature of Item:** Action Requested
- Attachment(s):** Draft Audit Contract with Anderson Smith & Wike PLLC
- Background:** Audit contract with Anderson Smith & Wike PA is required by the Local Government Commission to be approved on an annual basis. Anderson Smith & Wike PA served as the Council's external auditor for FY20-21. The proposed contract is for FY21-22. The audit fee will be \$26,000 and the cost for writing the Council's financial statements will be \$3,000. The audit fee is an increase of \$500 from the prior year.
- Responsible Staff:** Charlotte Sullivan, Finance Director, LOSRC
- Suggested Motion:** To approve the audit contract with Anderson Smith & Wike PLLC presented and to authorize staff to enter into the audit contract with AS&W PLLC.



# ANDERSON SMITH & WIKE PLLC

*Certified Public Accountants*

January 10, 2022

Land of Sky Regional Council  
339 New Leicester Highway, Suite 140  
Asheville, NC 28806

We are pleased to confirm our understanding of the services we are to provide for Land of Sky Regional Council for the year ended June 30, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Land of Sky Regional Council as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Land of Sky Regional Council's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Land of Sky Regional Council's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Proportionate Share of the Net Pension Liability (Asset) for Local Governmental Employee's Retirement System
3. Schedule of Contributions to Local Governmental Employee's Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies Land of Sky Regional Council's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Schedule of expenditures of federal and State awards
2. Combining fund financial statements, budgetary schedule, and other indirect cost schedule

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to



in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and State statutes, regulations, and the terms and conditions of federal and State awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Guide.

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and the State Single Audit Implementation Guide, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and the State Single Audit Implementation Guide, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or

unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions.

We identified improper revenue recognition as a significant risk of material misstatement as part of our audit planning. We have developed specific tests and procedures that we will perform as part of our audit to address this risk.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the State Single Audit Implementation Guide, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the State Single Audit Implementation Guide.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance and the State Single Audit Implementation Guide.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Land of Sky Regional Council's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the State Single Audit Implementation Guide requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and State statutes, regulations, and the terms and conditions of federal and State awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and

material effect on each of Land of Sky Regional Council's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Land of Sky Regional Council's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Guide.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Land of Sky Regional Council in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and complete-ness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and State awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the State Single Audit Implementation Guide; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and State awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management,



(2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and State awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and the State Single Audit Implementation Guide. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal and State awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and State awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal and State awards no later than the date the schedule of expenditures of federal and State awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance and the State Single Audit Implementation Guide; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and the State Single Audit Implementation Guide; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal and State awards, and related notes, and any other nonaudit services we provide. You will be

required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal and State awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and State awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Land of Sky Regional Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson Smith & Wike PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson Smith & Wike PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Shannon Dennison is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit in March 2022.

Our fees for the audit and financial statement preparation services will be at our standard hourly rates and will not exceed \$29,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In addition, we will bill separately, at standard hourly rates, for any assistance provided with new GASB implementation disclosures or other nonattest services requested by management that we may provide. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

**Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Delegates of Land of Sky Regional Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Land of Sky Regional Council and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Very truly yours,

Anderson Smith & Wike PLLC



Shannon Dennison, CPA

**RESPONSE:**

This letter correctly sets forth the understanding of Land of Sky Regional Council.

Officer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board Chair Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## Report on the Firm's System of Quality Control

To the Partners of Anderson Smith & Wike, PLLC and the  
Peer Review Committee, North Carolina Association  
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Anderson Smith & Wike, PLLC (the firm) in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Anderson Smith & Wike, PLLC in effect for the year ended March 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Anderson Smith & Wike, PLLC has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

July 17, 2019

**Raleigh**  
4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619  
  
919 782 9265  
919 783 8937 FAX

**Durham**  
3500 Westgate Drive  
Suite 203  
Durham, North Carolina 27707  
  
919 354 2584  
919 489 8183 FAX

**Pittsboro**  
579 West Street  
Post Office Box 1399  
Pittsboro, North Carolina 27312  
  
919 542 6000  
919 542 5764 FAX

The of and	Governing Board Executive Committee of the Board of Delegates
	Primary Government Unit Land of Sky Regional Council
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Anderson Smith & Wike PLLC
	Auditor Address PO Box 67, Statesville, NC 28687

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending	Audit Report Due Date
	06/30/22	10/31/22

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. 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 requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

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).

3. 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 LGC 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.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 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 invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs 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. 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 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, 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 LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. 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(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) 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 upon completion.

13. 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 that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final 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 LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. 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(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. 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 modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). 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 to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of 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 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.  
Any special provisions are noted in the attached engagement letter.

19. A separate contract should not 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 primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. 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. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. 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.

26. 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.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). 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. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).



30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

<b>Name:</b>	<b>Title and Unit / Company:</b>	<b>Email Address:</b>
Charlotte Sullivan	Finance Director	charlotte@landofsky.org

OR Not Applicable  (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

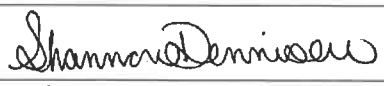
Primary Government Unit	Land of Sky Regional Council
Audit Fee	\$ 26,000
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$ N/A
Writing Financial Statements	\$ 3,000
All Other Non-Attest Services	\$ At standard hourly rates
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 21,375.00

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	N/A
Audit Fee	\$ N/A
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$ N/A
Writing Financial Statements	\$ N/A
All Other Non-Attest Services	\$ N/A
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$

## SIGNATURE PAGE

## AUDIT FIRM

Audit Firm* Anderson Smith & Wike PLLC	
Authorized Firm Representative (typed or printed)* Shannon Dennison	Signature* 
Date* 01/10/22	Email Address* sdennison@asw-cpa.com

## GOVERNMENTAL UNIT

Governmental Unit* Land of Sky Regional Council	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Barbara Volk	Signature*
Date	Email Address bvolk@hvlnc.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address N/A

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*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 Act.*

Primary Governmental Unit Finance Officer* (typed or printed) Charlotte Sullivan	Signature*
Date of Pre-Audit Certificate*	Email Address* charlotte@landofsky.org

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)* N/A	Signature*
Date*	Email Address* N/A

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address N/A

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*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 Act.*

DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address* N/A

Remember to print this form, and obtain all required signatures prior to submission.

**PRINT**



## EXECUTIVE COMMITTEE AGENDA ITEM

- Item Number:** 3B – Governmental Relations Contract with EQV Strategic
- Nature of Item:** Action Requested
- Attachment(s):** Contract with EQV Strategic from 2021
- Background:** EQV Strategic is a governmental relations firm in Raleigh, NC. The firm represents the NC Association of Regional Councils of Government (NCARCOG). The engagement by Land of Sky Regional Council will help support local projects in the region for local governments and economic development. Two projects specifically would be to secure part of the funding to implement the plan proposed by the 18-county EDA “Build Back Better” application and funding space at the Asheville Regional Airport to establish a Port of Entry/Foreign Trade Zone at the airport. The proposed fee is \$2000 per month with Land of Sky Regional Council paying 60% (\$1,200 per month) and Southwestern Commission paying 40% (\$800 per month). The term of the contract would be seven months through July 2022. The funding source would be local government dues.
- Responsible Staff:** Nathan Ramsey, Executive Director, LOSRC
- Suggested Motion:** To approve the governmental relations contract with EQV Strategic as presented and to authorize staff to enter into the governmental relations contract with EQV Strategic.



## Agreement | Land of Sky Regional Council

July 21, 2021

### The Plan

EQV will work with the Land of Sky Regional Council, herein known as LOSRC, officials to solidify legislative goals for continued success in North Carolina. Based on feedback, EQV would then design and execute a plan that layers together government affairs and Administrative relationship building to achieve LOSRC's stated goals. EQV would provide LOSRC with tactics for securing short-term successes that build into and strengthen the organizations long-term strategies. Specifically, EQV would continue LOSRC's long standing relationships in the General Assembly, the Governor's office and his Administration. Additionally, EQV would call upon its extensive experience working with the Department of Transportation to ensure newly appropriated funds are used to build the Pratt and Whitney interchange on I26 and that the effort does not interfere with existing, regional transportation projects. Finally, EQV would identify and engage on other issues impacting LOSRC's region to maximize federal and state funding that the area is entitled to.

### Assets

- Direct access to the Office of the Governor of North Carolina
- Direct access to House and Senate Leadership in the North Carolina General Assembly
- Direct access to House and Senate Committee Chairman and staff
- Direct access to the Secretary of Transportation and his senior staff
- Direct access to the new Secretary of Commerce and her senior staff
- Direct access to the North Carolina congressional delegation
- Direct access to Council of State offices
- Direct access to city and county elected officials
- Political Intelligence to provide better strategic awareness as you meet with key officials

### Scope of Services

- EQV will develop general government relations strategies and will directly lobby the General Assembly and the Governor's Administration on behalf of LOSRC.
- EQV will assist LOSRC in building and maintaining relationships with the House and Senate leadership and Committee Chairmen
- EQV will directly engage on efforts related to the I26 proposed interchange and the funding as well as other infrastructure (transportation, water, sewer, stormwater, broadband, etc.) projects in Buncombe, Henderson, Madison, and Transylvania Counties in the Senate budget.
- EQV will work with House leadership to ensure the funding for said projects in Buncombe, Henderson, Madison and Transylvania Counties are included in the House budget and remains in the final product
- EQV will work with House leadership to ensure the funding for additional infrastructure (transportation, water, sewer, stormwater, broadband, etc.) projects in Buncombe, Henderson, Madison and Transylvania Counties are included in the House budget and remains in the final product
- EQV will also work on other vehicles to include the funding should the budget reach an impasse with the Governor



# EQV

- EQV will leverage its relationships with the DOT, DIT, DEQ, Agriculture and other state agencies to identify and capitalize on opportunities that would be beneficial to other regional projects
- EQV will work with the Department of Commerce to push the economic impact message that LOSRC members provide to North Carolina
- Our team will work with LOSRC staff to ensure its membership is aware of ongoing efforts on their behalf and how they can amplify the work and objectives of the organization
- EQV will engage, as directed, on other issues impacting LOSRC members, such as broadband, water and wastewater, housing and aging services
- EQV will constantly update state elected officials representing LOSRC members on the efforts, successes and needs of LSC members
- EQV will continue participating with weekly and monthly calls with LOSRC members to provide real time updates on what's happening in Washington, DC, and Raleigh
- EQV will provide constant feedback and realistic expectations of the efforts success

## EQV Strategic Overview & Team

EQV Strategic is a North Carolina based corporation specializing in public policy consulting, government and public affairs and economic development. EQV offers government relations, business development, public affairs, membership communications and government relations services to corporations, local governments and nonprofits that have commercial, regulatory, or legislative interests in the Southeast. EQV Principals have earned the trust and confidence of lawmakers and media professionals over the course of more than 70 years of experience navigating the complexities of today's politically divisive local, state, and federal governments.

EQV approaches direct government relations and public affairs efforts as a cohesive unit, with all team members registering in support of a client to ensure maximum, but appropriate, communication to policy makers and media on behalf of the client's predetermined goals.

**Chris Wall, Founder and Principal**, brings an extensive resume working in the North Carolina federal delegation and supporting government relations efforts for major North Carolina industry sectors. Chris started his career in Washington, DC, where he served as a senior staffer to Senator Richard Burr, Congresswoman Virginia Foxx, and Congressman Robin Hayes. He gained political experience with Hayes, serving as Deputy Campaign Manager, where he directed grassroots and constituent outreach efforts. Chris specialized in economic and business development and was Senator Burr's liaison to the business community across North Carolina, actively engaged in business recruitment and business expansion projects and gaining substantive experience partnering with state agencies to secure more and better jobs for North Carolinians. Chris left Capitol Hill to go in-house with one of the largest trade associations in the country and was the point person for all major issues before Congress. Chris is respected as a specialist on international trade deals and how to best navigate the alphabet soup of federal and state regulatory agencies. He returned to his home state of North Carolina in 2014 to join one of the largest government affairs firms in the state. *The Hill* newspaper named Chris as one of Washington, DC's Top Lobbyists of 2019.

**Andy Munn, Founder and Principal**, is a seasoned government affairs professional with more than two decades of experience in both the public and private sectors. Andy has worked closely with officials at the federal, state, and local levels, and has served as a senior advisor to two Speakers of House of North Carolina. Prior to forming EQV Strategic, Andy led the Raleigh office of one of the most prominent law



# EQV

firms in the southeast where he directed their government and public affairs strategies, managing accounts for some of the largest corporations in North Carolina. During his tenures in the state legislature, Andy helped facilitate some of the state's most historic policy changes over the past decade, including the historic tax reform bill in 2013, restructuring the state's economic development incentives program, and significant reforms to the state's Unemployment Insurance system.

**Jonathan Felts, EQV Strategic Partner, Communications**— Jonathan Felts delivers a unique perspective for clients facing difficult public affairs challenges in North Carolina and around the world. With a professional biography ranging from the fabled hallways of the West Wing in the White House to the dirt streets of Kabul to several offices in between, Felts has faced unique challenges and crafted innovative solutions at every turn of his career. Felts worked on campaigns in North Carolina before branching out and working on House, Senate, and Presidential campaigns across the country. Eventually, politics would take him to public service roles on Capitol Hill and at The White House. Felts was selected to lead the Bush Cheney reelection effort in North Carolina in 2004. Following this leadership role, he joined the White House staff in the Office of Political Affairs and was eventually named White House Political Director, serving as a key advisor to the president, the vice president, and the White House senior staff on matters of politics, policy, and the domestic travels. After the White House, Felts's career path swerved a bit as he jumped at the opportunity to work in Kabul, serving as an advisor for The International Republican Institute on a Democracy development project. He returned to the United States with a year of in-your-face international development experience under his belt that allowed him to hit the ground running as the Vice President for Grassroots Advocacy and Political Affairs for the American Bankers Association. Here, he helped the organization navigate difficult, new challenges in the aftermath of the 2008 financial meltdown. Felts finally returned to North Carolina in 2012 to serve as a Senior Advisor to the Governor before beginning his public affairs consulting career in Raleigh. He founded the Indie Group NC in 2017, which specializes in executive communications, crisis management, political intelligence, and issue advocacy. Felts and his wife, Courtney, live in Raleigh with their two young sons.

**Kevin Willkinson, SVP, Government Affairs** — Kevin brings a wealth of extensive legislative and executive experience from his previous staff positions on Capitol Hill, in the North Carolina General Assembly, at the North Carolina Department of Public Instruction (NCDPI), and most recently at UNC Pembroke. In these roles Kevin worked extensively in key policy areas including but not limited to financial services, foreign affairs, healthcare, and education. Kevin served as Deputy Chief of Staff and Legislative Director for the NC State Superintendent at NCDPI. Kevin helped to design and gather support for the Superintendent's legislative agenda on the state and federal levels and provided strategic counsel to the Superintendent on other major policy initiatives. Kevin left NCDPI to serve as the Executive Director of Government Affairs at UNC Pembroke. Kevin led the legislative outreach for the university on the state and federal levels and also worked directly with the Chancellor on other projects to help strengthen the university and community. In this capacity, he helped build broader advocacy efforts to generate additional support for the university among key stakeholders across the country and at the grassroots level across the state.

## Compensation

EQV Strategic will provide the services outlined herein for a monthly retainer of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) plus reasonable expenses approved by LOSRC in writing and in advance of expenditure. LOSRC will reimburse EQV for all expenses related to registration with the North Carolina Secretary of State.

# EQV

## Term

This Agreement will be effective August 1, 2021, and will expire on December 31, 2022. Either party may terminate this agreement 30 days after providing written notice.

## Conflict of Interest and Confidentiality

EQV Strategic knows of no conflict in its representation of LSC. To ensure the candor and trust in the relationship that forms the basis of effective representation, it is the policy of EQV Strategic to keep confidential all information about the business interest and strategies of LOSRC.

## 1.0 Hold Harmless

LOSRC shall not be responsible for federal, state, and local taxes derived from the EQV's net income or for the withholding and/or payment of any federal, state, and local income and other payroll taxes, worker's compensation, disability benefits or other legal requirements applicable to EQV. EQV shall indemnify LOSRC for any federal, state, and/or local taxes if there is assessed federal, state, and/or local taxes on LOSRC as a result of this Agreement.

## 2.0 Independent Contractor Status

2.1 The Parties intend that EQV and any EQV Personnel be engaged as independent contractors of LOSRC. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

2.2 EQV may not act as an agent for, or on behalf of LOSRC, or to represent LOSRC, or bind LOSRC in any manner beyond what is described in this agreement.

2.3 EQV will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to the employees of LOSRC.

**3.0 Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

3.1 Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), EQV shall certify that EQV and EQV's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

3.2 EQV shall conform to the following pursuant to G.S. 147-86.9, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* \* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of



the Vendor does hereby certify, to the following: 1. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3. That the undersigned is authorized by the Vendor to make this Certification.

4.3 The contractor shall adhere to the requirements listed in 2 CFR 200 Appendix II which includes Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (A) Sanctions and Penalties for violation and/or breach of contract terms (B) Termination for Cause and for Convenience (C) Equal Employment Opportunity 41 CFR 60 (D) Davis-Bacon Act 40 USC 3141-3148 (E) Contract Work Hours and Safety Standards Act 40 USC 3701-2708 (F) Rights To Inventions Made Under a Contract or Agreement 37 CFR Part 401 (G) Clean Air Act 42 USC 7401-7671q and Federal Water Pollution Control Act 33 USC 1251-1387 (H) Debarment and Suspension (Executive Orders 12549 and 12689) (I) See §200.323 (K) See § 200.216 (L) See §200.322

5.0 **Indemnification.** EQV shall indemnify and hold harmless LOSRC, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement.

#### 6.0 Miscellaneous Provisions

6.1 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

6.2 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable). The only authorized representative for the Council shall be the Executive Director of the Land of Sky Regional Council.

6.3 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

6.4 This Agreement shall not be assigned by either party without the express written consent of the other party.

6.5. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried, and resolved in the applicable federal or state courts having jurisdiction in the State of North Carolina. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, having jurisdiction in the State of North Carolina.




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

  
Charlotte Sullivan  
Finance Officer  
Land of Sky Regional Council

The Parties are signing this Agreement on the date stated in the introductory clause.

**LAND OF SKY REGIONAL COUNCIL**

By:   
Name: Nathan Ramsey

Title: Executive Director

**CONTRACTOR**

By:  7-26-2021

Name: Chris Wall

Title: Principal, EQV Strategic



**AGENDA ITEM SUMMARY**

- Item:** 3C – Appropriation to Nonprofit
- Nature of Item:** Action Requested
- Attachment(s):** N/A
- Background:** Land of Sky Regional Council needs to provide “seed money” to Friends of Land of Sky to support operational expenses.
  
- Responsible Staff:** Nathan Ramsey, Executive Director and Charlotte Sullivan, Finance Director
- Suggested Motion:** Motion to approve the transfer of \$5,000 in local money from Land of Sky Regional Council to Friends of Land of Sky Regional Council.





**AGENDA ITEM SUMMARY**

- Item:** 3D – Staff Bonus Healthy Opportunities
- Nature of Item:** Action Requested
- Attachment(s):** N/A
- Background:** Land of Sky Regional Council has been working for several years with Dogwood Health Trust for the Healthy Opportunities Medicaid Managed Care Pilot. Vicki Jennings, Mountain Mobility Manager, has led this work at Land of Sky. Land of Sky Regional Council has been selected by Dogwood Health Trust to be the Healthy Opportunities transportation lead serving 18-counties in Western North Carolina. The Council has received \$400,000 for capital improvements and we will be receiving operational funding soon.
- Vicki has committed countless hours working on this project. This work is in addition to her responsibility as Mountain Mobility Manager. The bonus is to compensate her for the work she has done above and beyond to bring a major new program to Land of Sky. The funding for the bonus will come from local funds.
- Responsible Staff:** Nathan Ramsey, Executive Director
- Suggested Motion:** Motion to approve the one-time staff bonus of \$5,000 to Vicki Jennings as proposed.



## AGENDA ITEM SUMMARY

- Item:** 3E – Staff Pay Adjustment
- Nature of Item:** Action.
- Attachment(s):** Communication and Administrative Services Coordinator and NEMT Lead Specialist Pay Adjustment
- Background:** Per the Land of Sky Regional Council Pay and Classification Plan the Communication and Administrative Services Coordinator position is a pay grade 27 with the minimum \$54,069, midpoint \$67,587 and maximum is \$81,104. The current pay for this position is \$62,254 and this individual has employed with the Council for over 16 years. There is sufficient funding to pay for this salary adjustment to \$70,000. Per the Land of Sky Regional Council Pay and Classification Plan the NEMT Lead Specialist minimum is \$44,482, midpoint \$55,603 and maximum is \$66,724. The individual in this role is managing the operations for NEMT and has been an exceptional leader during a time of transition. There is sufficient funding in the NEMT budget to pay for this salary adjustment to \$53,930.
- Responsible Staff:** Nathan Ramsey, Executive Director
- Suggested Motion:** Motion to approve the pay adjustment for these positions as consistent with the Land of Sky Regional Council Pay and Classification Study effective the next pay period.

MEMORANDUM

TO: Executive Committee  
FROM: Nathan Ramsey, Executive Director  
DATE: January 26, 2022

SUBJECT: Communication and Administrative Services Coordinator and NEMT Lead Specialist Pay Adjustments

Background: Positions to be added to the Land of Sky Regional Council pay classification plan.

<b>Position</b>	<b>Current Salary</b>	<b>Grade</b>	<b>Proposed Salary</b>	<b>Proposed Grade</b>
<b>Communication and Administrative Services Coordinator</b>	\$62,254	27	\$70,000	27
<b>NEMT Lead Specialist</b>	\$48,930	23	\$53,930	23

Staff Recommendation: Approve the staff reclassifications as proposed.



### AGENDA ITEM SUMMARY

**Item:** 3F - Proposed temporary salary adjustment for Aging Staff

**Nature of Item:** Action Requested

**Background:** Since January 2021, Land of Sky Regional Council has collaborated with NC Department of Health and Human Services (DHHS) to lead the Money Follows the Person (MFP) transitions work in Region B. This program assists long term care residents to move back home or back into the community. In late 2021, DHHS asked Land of Sky Regional Council to temporarily cover six central counties (Davidson, Davie, Forsyth, Stokes, Surry, and Yadkin counties) for six months, January through June of 2022, until a new agency can be found to perform the work. Ginger Hill, MFP Transitions Coordinator, agreed to the additional workload. Covering these six additional counties will double Ms. Hill's caseload.

LOSRC proposes a temporary increase of \$5000 in Ginger's salary for the next six months (\$51,500 to \$56,500). Additionally, we would also like to allow her to work up to 10 hours extra per week as needed to perform the work. Ms. Hill will be paid overtime at 150% of her hourly rate for the 10 hours per week beyond 40 hours. This proposal is supported by DHHS. Funding is available for this increase as well.

**Responsible Staff:** Nathan Ramsey, Executive Director, and LeeAnne Tucker, Area Agency on Aging Director

**Suggested Motion:** Motion to approve the temporary salary adjustment as presented effective the next pay period.



## AGENDA ITEM SUMMARY

- Item:** 3G - Proposed salary adjustment and name change for Mountain Mobility Manager
- Nature of Item:** Action Requested
- Background:** Land of Sky Regional Council has been selected as the Transportation Lead for the Dogwood Health Trust Healthy Opportunities project. Dogwood Health Trust has provided the Council \$400,000 for capital and will be providing an initial payment of \$250,000 for operating expense.
- Mountain Mobility Manager is pay grade 32 pursuant to the Land of Sky Regional Council Pay and Classification Study. The minimum pay is \$69,008, midpoint is \$86,261 and maximum is \$103,513. The current Mountain Mobility Manager salary is \$72,100. We are proposing to rename this position to Healthy Opportunities Transformation Manager/Mountain Mobility Manger and increase the salary from \$72,100 to \$80,000.
- Responsible Staff:** Nathan Ramsey, Executive Director
- Suggested Motion:** Motion to approve the name change for the position and salary adjustment as presented effective the next pay period.



MEMORANDUM

TO: Executive Committee  
FROM: Nathan Ramsey, Executive Director  
DATE: January 26, 2022

SUBJECT: Healthy Opportunities Manager/Mountain Mobility Manager Pay Adjustment

Background: Positions to be added to the Land of Sky Regional Council pay classification plan.

<b>Position</b>	<b>Current Salary</b>	<b>Grade</b>	<b>Proposed Salary</b>	<b>Proposed Grade</b>
<b>Healthy Opportunities Manager/Mountain Mobility Manager</b>	\$72,100	32	\$80,000	32

Staff Recommendation: Approve the staff reclassifications as proposed.

1. Finance

- Finance is busy working on invoices and quarterly reports for the quarter ended December 31, 2022.
- The Indirect Cost Plan was sent to the Department of Interior for fiscal year 2023. It looks like the rate will go down from 44.22% to 40.42%. Health insurance increased in January 2022 almost by 20%.
- The team is busy working on monitoring for the Mountain Area Workforce Board and the Senior Companion Program.

2. Economic & Community Development & Transportation Planning

a) Planning Services.

- ECD welcomes Kayla DiCristina, a Planner who will be working on projects including Broadband, land use, and grant writing. Kayla attended UNC Chapel Hill, and recently worked in Person County, NC and Prince Georges County, Maryland.
- January 25 & 27 the Clean Cities team is hosting a workshop series to educate local government and school personnel on how fleet and building decisions can improve air quality while strengthening public budgets. The [Jan. 25 session](#) will offer information on what's driving air quality improvements in the mountains and across the state. Details will be shared about available funding to build alternative fuel fleets and cover what's coming for EVs. The [Jan. 27 session](#) is focused on funding and resources available to improve energy efficiency and utilize renewable energy within public buildings.
- The WNC Innovation Park was selected as a Duke Sanford School of Public Policy's Spring Consulting Project. We will work with staff and students as they begin their project. Staff continues to seek funding for a feasibility study/strategy to develop the WNC Innovation Park with the coalition of 5 COGS, Dogwood Health Trust, WCU, Montreat College, Community College System, and many other partners.
- We have kicked off a Regional Economic Collaboration and Analysis led by the Region's Chambers of Commerce and business sector. Ernst and Young was selected as the Consultant for this effort and is being funded by the EDA and Dogwood Health Trust.
- Staff continues working with several local governments and partners on applications for economic development, community development, transportation, and infrastructure implementation with BRIC/FEMA, EDA, and foundations. These projects will support transportation connections, resilience, job growth, industry expansion, and place-based development.

- Staff are working with several jurisdictions to support ARPA projects and administration. Please connect with Erica if you would like to learn more: [erica@landofsky.org](mailto:erica@landofsky.org) ARPA information can be found here: <https://www.nc.gov/agencies/pandemic-recovery-office/american-rescue-plan-act-information-and-resources>
- The NCGS 160D requires all Comprehensive Plans be updated to meet the new guidelines by July 1, 2022. Please contact [erica@landofsky.org](mailto:erica@landofsky.org) if you have questions or would like assistance updating your plans.
- LOS has been awarded a 205j grant to support continued development of the WNC Stormwater Program. LOSRC has launched the Regional Stormwater Services Program to support small MS4s and interested communities with stormwater management and MS4 stormwater compliance. Contact Mary for more information: [mary@landofsky.org](mailto:mary@landofsky.org)
- Staff is wrapping up stormwater system inventories and integrated MS4 reporting field app deployment with Fletcher and Woodfin.
- Staff has been working with the Environmental Protection Agency (EPA) on a local GAC (Greening America's Communities) Project through a Pilot Program. The Project entails green infrastructure and stream restoration concept designs for A-B Tech's campus. Designs were completed and presented at 6 stakeholder and public meetings.
- Staff are wrapping up Student Connect- A partnership with NC Department of Natural and Cultural Resources and Southwest Commission to help reduce connectivity barriers for students across the state. This was a fast-moving effort with a tight timeframe to use CARES Act funds to distribute laptops, hotspots and materials throughout Regions A and B.
- Staff have contracted with the Department of IT to distribute and purchase service for 130+ hotspots for telehealth providers in the western region. The hotspots are being prepared to be distributed to the partner agencies.
- Staff are completing the survey, analysis and final products with Outdoor/Recreation Sector manufacturers to determine opportunities in supply chains, workforce and economic diversity in cooperation with High Country Council, Southwestern Commission and Riverbird Research. Final documents to be shared soon!
- Staff are working with several communities for planning and zoning assistance including Hot Springs, Mars Hill, Montreat, Woodfin, Flat Rock, Maggie Valley, Andrews. We are partnering with Region A staff to assist with communities in their region.
- We continue to partner with the Chambers of Commerce, Small Business Support Agencies, nonprofits, and economic developers to assist small businesses through COVID-19 impacts.
- Staff continues to serve as a Steering Committee member for the statewide RISE project for NC Department of Public Safety, NC Office of Recovery and Resilience.
- Woodfin stormwater system inventory and the integrated inspection and maintenance documentation system is underway.

- The TDM Coordinator is working with Workforce, Inspire, and employers to develop a vanpool for under-resourced individuals to access job sites.
  - LOSRC's Waste Reduction Partners program is providing free water-use management assessments for large customers of the City of Asheville's Water Resources Department. These on-site assessments help identify utility costs savings for the City.
- b) Transportation Services
- MPO & RPO staff continue to work with local partners and NCDOT on project design and development.
  - Staff is assisting in TAB, STIP and CTP development and Board meetings.
  - RPO staff serving as NCARPO Association President, the NCARPO is the statewide organization representing Rural Transportation Planning Organizations in NC
  - MPO and RPO staff are serving on the state's Prioritization Workgroup with other representatives from MPOs, RPOs, and NCDOT.
  - The MPO is providing funding to several special studies in the region getting ready to being in FY 2022: Haywood County Greenway Master Plan, Reed Creek Greenway Extension Feasibility Study (City of Asheville), and the Buncombe County Multimodal Master Plan.
  - The MPO has completed corridor studies on Hendersonville Road and Tunnel Road, in cooperation with the City of Asheville, Buncombe County, and NCDOT. The Studies can be found here: <http://frenchbroadrivermpo.org/local-plans/>
  - The MPO recently accepted the Regional Transit Feasibility Study. More information is available here: <http://frenchbroadrivermpo.org/regional-transit-feasibility-study/>
  - The MPO-supported Richland Creek Greenway Study was recently completed by the Town of Waynesville.
  - The MPO-supported studies for McDowell/Biltmore Avenue (City of Asheville), Close the GAP (City of Asheville), and Bike/Ped Counters (City of Asheville) are on-going.

### 3. Aging

#### **New Area Agency on Aging Staff**

Land of Sky Regional Council welcomes Carol Allison to the Area Agency on Aging team as the new Community Inclusion Specialist for Money Follows the Person. She will begin her work on Monday, January 31, 2022. Carol is a native of western North Carolina and is a graduate of Western Carolina University where she studied Communication Training and Development. Her most recent role was with Always Best Care Home Care Services. She also worked as a Long-Term Care Ombudsman at for three years and has a passion for senior advocacy. Prior, she held management roles in long term care facilities for nearly a decade. Carol enjoys traveling, camping, and hiking with her husband Chris. She also loves to crochet and spend quality time with her friends.

**Meet Vicki Benavides, our new Senior Companion Support Specialist:**” I have recently been hired by Land of Sky in the Senior Companion Program and should begin work in February 2022. I am honored to be working for an agency whose mission is to help the people of this region. I am originally from a small town in Michigan. I graduated from Michigan State. My husband and I moved to North Carolina shortly after we married. We now happily live on a mountain in Henderson County. We raised our two sons here. In my professional life, I worked as a religious educator for over twenty years, retiring in 2019. This job fits well into my life at this stage. So happy to be working with great people at a great agency!”

#### Calendar of Events

- The Regional Aging Advisory Council will meet on Thursday, March 10, beginning at 10:00am. Guest speaker will be from the Industries for the Blind.
- Save the date: Planning has begun for next year’s Southeastern Area Agencies on Aging (SE4A) Conference to be held at the Grove Park Inn on August 27-30, 2023.
- Every May, the Administration for Community Living (ACL) leads the nation’s observance of Older Americans Month. In 2022, ACL will be focusing on aging in place – how older adults can plan to stay in their homes and live independently in their communities for as long as possible. The [2022 theme is Age My Way](#), an opportunity to explore the many ways older adults can remain in and be involved with their communities.

#### Aging Program Updates

##### Family Caregiver Support Program

- Staff is facilitating the Caregiver Harnessing Tech to Connect Committee which presented a webinar on January 18, 2022. Two Emergency Management Services workers discussed how caregivers can keep their loved ones safe at home, how to prepare for emergencies, and what to do in the event of an emergency.
- Buncombe County Schools reached out to Family Caregiver Support Program for assistance with increasing needs of grandparents raising grandchildren brought on by Covid. Grandparents are needing help coping with grandchildren acting out their frustrations. Grandparents also need help with learning technology so they can assist their grandchildren with online learning.

#### Ombudsman Program

- Ombudsman Telle King retired on December 31, 2021. Telle’s facilities have been divided between Lead Ombudsman Cori Search and Ombudsman Donna Thomason. An ad for a new Ombudsman has been posted.
- The Ombudsman Program is awaiting new Community Advisory Committee training plans and regulations. There are currently four Community Advisory Committee applications awaiting information.
- The Ombudsman Program has been able to visit residents and facilities even if the facility has a current outbreak of COVID-19. Upon entering facilities, necessary Personal Protective Equipment is provided.

#### Money Follows the Person

Western counties being served: Buncombe, Henderson, Transylvania, Polk, Madison, McDowell, Rutherford, Mitchell, Madison. In the calendar year 2021, Money Follows the



Person helped eight clients move from a skilled nursing facility to their own home or home with a loved one. The current caseload for the Western counties is seven.

- Three clients are waiting on housing before they can transition.
- One client has secured housing. However, the apartment will not be available until March 1, 2022.
- Three clients have not been able to identify a support system that is available to help them once they transition from the skilled nursing facility.

Central counties being served: Forsyth, Davidson, Surry, Davie, Stokes, Yadkin. The State Director of Money Follows the Person approached Land of Sky Regional Council towards the end of 2021 and asked staff to serve the six counties listed above until 6/30/22. The current caseload for the Central counties is 15.

- One person transition to her own apartment 1/12/22.
- 11 clients cannot locate housing.
- One person has secured housing and will transition 3/1/22 when the apartment will be available.
- Two clients will be returning home to their loved ones.

#### Senior Companion Program

Senior Companion volunteers are back out in the community working with agencies and clients. Though we wait for the VA to re-open for our volunteers, we are present at Day Stay in Candler, Buncombe County Council on Aging, and at our several of the senior centers in Madison and Buncombe counties. We have four new volunteers who are in process for becoming Senior Companions. In addition, we should have a new Support Specialist on board in February to help with office, recruiting, and other administrative duties. We continue to have a long waiting list of potential clients. Staff takes referrals but it will take time to place them due to the volume and availability of volunteers during the continued covid restrictions and issues.

#### American Rescue Plan Act

The Area Agency on Aging's \$2,152,564 American Rescue Act (ARPA) plan was submitted to the Division of Aging and Adult Services on December 9, 2021. The \$822,245 Nutrition portion of the plan covering Congregate Nutrition and Home Delivered Meals was approved on January 9, 2022. More guidance will be received from the Division of Aging and Adult Services within the next few weeks and contracts will be issued to providers. The Division of Aging and Adult Services is still reviewing the remainder of our plan at this time.

#### Health Promotion and Disease Prevention

- Working to with Western North Carolina Fall Prevention, serving as Chair of the Education Committee and as a co-representative for Buncombe County on the Advisory Committee.
- Working with Health Aging NC and AAA's statewide to develop and share resources to support creating diverse and inclusive evidence-based program environments in all communities across North Carolina.
- Partnering with Asheville Black Elders (formally BIPOC Elders) to increase engagement and provide resources to traditionally underserved communities.
- Boosting leadership and fund trainings to increase the number of workshop leaders for evidenced based health programming.

- Distributing donations of warm items including hats, gloves, scarves, and jackets donated by the employees of Traffic Planning and Design Inc. to residents.
- Working with Community Health Workers, Asheville Terrace staff and Buncombe County holding the second event to provide the flu shots and/or a booster vaccine opportunity to residents.
- Collaborations continue with MANNA and OLLI volunteers to bring nutrition to residents. In December, 108 bags of groceries were distributed to residents. Additionally, Biltmore Church provided Holiday food boxes to residents.

Project C.A.R.E. (Caregiver Alternatives to Running on Empty)

- To date, the Project C.A.R.E. Family Consultant has provided funds for respite care to 69 dementia caregivers in the western region of Project C.A.R.E. (Buncombe, Cherokee, Clay, Cleveland, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Polk, Rutherford, Swain, and Transylvania counties) this fiscal year. The amounts range from \$332 to \$3,000. The NC Division of Aging and Adult Services and The Dogwood Health Trust provided the dollars. Most caregivers used their respite dollars to hire private individuals to provide care to their loved ones in their homes.
- The federal government has provided an additional \$11,000 for dementia caregiver respite in this region. Funds will be disbursed as soon as the State funds have been allocated. This will be very soon. The Dogwood Health Trust funding was all utilized.
- All sixty-nine caregivers have received care consultation services as well as respite funding. An additional 3 caregivers have received care consultation services only.
- Forty-one caregivers are waitlisted for respite funding and/or care consultation. All of these have at least received information and referral services while waiting for the other two services.

Home and Community Care Block Grant Funding

Cumulative numbers for July to December 2021:

	Meals – Home Delivered and Congregate	In- home Aide Hours	Legal Hours	Transportation Trips	Home Improvement Projects	
Adult Day Care/Health	2,092	93,659	6,092	755	26,497	15

Foster Grandparent Program

- Foster Grandparent Program Manager, Stacy Friesland, was reelected to the AmeriCorps Seniors Professional Network (ASPN) Board to serve as the Southeastern Representative. ASPN is a nation board whose mission is to provide education, advocacy, and technical support for AmeriCorps Seniors program directors across our country and for Foster Grandparent volunteers serving in those directors' programs
- Foster Grandparent volunteers are slowly returning to service. We currently have eight volunteers that have been able to return to service at Eliada Child Development Center. Unfortunately, as COVID numbers have increased so rapidly with the Omnicron variant, some of the schools have had to return to only allowing essential persons in the building.

#### 4. Administration

- COVID-19 cases are increasing in the region and at Land of Sky Regional Council. Numerous staff have tested positive and we are taking additional precautions. We are transitioning meetings to 100% virtual and encouraging as many staff as possible to work remotely. We have considered closing the office but we will only do that as a last resort.
- Craft HR Solutions continues to work with leadership team members to promote a blind hiring process. They have offered software to the Council at no cost to expedite a more inclusive hiring process. I've received positive feedback from leadership team members who are working with them.
- We are overseeing ARC INspire Recovery to Careers and ARC POWER Early Childhood Workforce projects which are each over \$1 million serving 11 counties in Western North Carolina.
- Supported hiring interviews and employee exit interviews.
- We are in conversations with Dogwood Health Trust about increasing COG capacity in WNC. Funding available would enable COGs to provide more support for local governments and communities.
- In the process of meeting with local government managers in the region. As of now I have met with managers with the City of Asheville, the City of Hendersonville, Town of Black Mountain, Town of Biltmore Forest, Town of Fletcher, the Town of Hot Springs and the Town of Marshall. Meetings with other local governments are being scheduled. Danna has joined me at some of these meetings.
- We did not receive the EDA Build Back Better (BBB) grant opportunity to go to phase 2. Only two applicants from NC were approved, proposals from NC Biotechnology Center and Piedmont Triad Regional Council. We are searching for ways to move the project to increase the number of good paying technology jobs in Western North Carolina forward. This project covers 18 counties in WNC.
- We are planning a leadership team retreat on February 2. We are evaluating current conditions to determine whether that meeting will be held in-person or remotely. I would prefer to hold the retreat in-person if possible.

#### 5. Workforce

- Region's unemployment rate of 2.8% for November 2021 is the lowest in the region since April 2000 when it was 2.7%.
- NC Department of Commerce, Division of Workforce Solutions (DWS) announced a Reduction in Force for the DWS staff as a result of declining WIOA funding for North Carolina. There will be reductions in staff at DWS in Raleigh and the NCWorks Career Centers across the state. The numbers of staff subject to the RIF will depend on the number of staff who choose to take retirement, voluntary leave. DWS staff have until February 9 to make a decision. We do not know at this time how this RIF will impact the NCWorks Career Centers in our region.

- Board recognized outstanding employers, adults and youth. Employers recognized were Hunter Automotive Group (Henderson), SylvanSport (Transylvania), Astral Designs (Buncombe), and Deringer-Ney Inc. (Madison).
- NCWorks Commission has directed that there be a study on Workforce Board consolidation from the current number of 23. The committee will make a recommendation in March 2022. The Governor cannot mandate consolidation without the approval of the Chief Local Elected Official (CLEO). I made a presentation to the Buncombe County Board of Commissioners about the workforce board consolidation study. Ultimately the counties will determine if they want to retain our existing four-county alignment or another alternative. The Governor has recommended that there be eight (8) workforce development boards aligned with the state's eight (8) prosperity zones. NCWorks Commission will make a recommendation by March 30, 2022. Following their recommendation there will be a public comment period.
- We are in the process of working with RTI International to conduct a labor force study of a ten-county region in partnership with the Asheville Area Chamber of Commerce. This study follows a similar employer survey in 2018. In 2018 the NC Chamber funded the study but that isn't a possibility this time. Mountain Area Workforce Development Board has committed \$20,000 to fund this study.
- We have several new board members joining the board. There will be a new board member orientation which will be open to all board members. The date/time will be coordinated with the new board members.
- We are participating as one of 15 statewide collaboratives by ncIMPACT/UNC School of Government and my Future NC as regional efforts focused on increasing postsecondary credential attainment.
- We have hired the Executive Director of the P-20 Council. Emily Nicholson has joined us effective November 8. Emily previously was the Assistant Director of Northeastern Workforce Development Board in Eastern North Carolina.
- Our Board staff are working closely with multiple partners, including but not limited to the Asheville Area Chamber of Commerce, NC Community College System and AB Tech, to support the Pratt & Whitney project. We have received approval from our financial monitor for these expenditures and hopefully we will have the funding to support this project. We are committing \$50,000 to support virtual pre-employment training.
- The board received a grant from Appalachian Regional Commission to expand the number of early childhood educators in our region. This grant application was an effort to continue the work we have done supported by NCWorks Local Innovation Grant with Buncombe Partnership for Children and the Child & Family Resource Center. We are partnering with the Southwestern Commission to expand the project to 11 counties and Dogwood Health Trust has graciously agreed to provide matching funds for this project.
- The board has around \$150,000 in NDWG funds to serve dislocated workers and the deadline for expending these funds has been extended to March 2023. The restrictions on these funds are more than contingency funds and we cannot use NDWG to pay for staff expense. A major focus of the board staff is to develop strategies on how to use these funds to support dislocated workers.

- We are applying for the EDA Good Jobs Challenge in partnership with Dogwood Health Trust, AB Tech and Blue Ridge Community College. The focus will be on the advanced manufacturing and healthcare sectors, the request is for \$10 million.
- The board released an opportunity for incumbent worker training (Business Accelerator Grants) and we have received ten (10) proposals from local employers.

## 6. Mountain Mobility

- Mountain Mobility has seen steady increases in ridership even with the surge of Omicron cases, adding 202 new passengers in the 2<sup>nd</sup> quarter. In December alone, we provided more than 8,000 trips, traveling more than 75,000 miles throughout Buncombe County. Of the trips provided, close to 5,000 were for medical purposes, while 2,500 were for grocery shopping and other necessary services.
- Like other employers, Mountain Mobility has struggled with staffing due to personnel shortages and the ongoing pandemic. We are currently looking for more than a dozen vehicle operators for both full and part-time positions.

## 7. NEMT

- Charlotte, Danna and I had a very positive meeting with Buncombe County. We anticipate the budget for NEMT will remain the same for FY22-23. There may be some adjustment after January 1, 2023 if we see a reduction in clients/trips.
- We are submitting monthly reports to Buncombe County on the number of clients and caseload. It appears we did not lose as many Medicaid clients during the transition to managed care.
- Total trips scheduled and total trips taken have increased compared to one year ago but the total active cases have declined.
- We provide a response to Buncombe County's audit of NEMT and they have approved our audit response.