

**Camden County Board of Commissioners**  
**Special Meeting**  
**June 21, 2018 – 10:00 AM**  
**Historic Courtroom, Courthouse Complex**  
**Camden, North Carolina**

**MINUTES**

After due advertisement, a special meeting of the Camden County Board of Commissioners was held on June 21, 2018 in the Historic Courtroom, Camden, North Carolina.

**ITEM 1. WELCOME & CALL TO ORDER**

The meeting was called to order by Chairman Clayton Riggs at 10:00 AM. Also Present: Commissioners Garry Meiggs, Randy Krainiak and Ross Munro. Vice Chairman Tom White was absent due to a prior commitment.

Staff Present: County Manager Ken Bowman, Clerk to the Board Karen Davis, Finance Officer Stephanie Humphries, DSS Director Craig Patterson.

Chairman Riggs gave the invocation and led in the Pledge of Allegiance.

**ITEM 2. CONSIDERATION OF AGENDA**

**Motion to approve the agenda as presented.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Ross Munro, Commissioner
<b>AYES:</b>	Meiggs, Krainiak, Munro, Riggs
<b>ABSENT:</b>	White

**ITEM 3. NEW BUSINESS**

**1. Camden County Schools – Lottery Funds Applications**

<b>APPLICATION</b>	Approved: _____
<b>PUBLIC SCHOOL BUILDING CAPITAL FUND</b>	Date: _____
<b>NORTH CAROLINA EDUCATION LOTTERY</b>	
County: <u>Camden</u>	Contact Person: <u>Dr. Joe Ferrell</u>
LEA: <u>150</u>	Title: <u>Superintendent</u>
Address: <u>174 North NC Highway 343</u>	Phone: <u>252-335-0831 ext 231</u>
Project Title: <u>Painting/Floor Tile Project</u>	
Location: <u>Camden High, Camden Middle, Grandy Primary, Camden Intermediate</u>	
Type of Facility: <u>K-12 buildings within the district</u>	
<p>North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:</p> <p>(3) No county shall have to provide matching funds...</p> <p>(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.</p> <p>(5) A county may not use monies in this Fund to pay for school technology needs.</p> <p>As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. <b>Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.</b></p>	
Short description of Construction Project: <u>paint interior of the buildings and replace floor tiles throughout schools as shown in estimates</u>	
Estimated Costs:	
Purchase of Land	\$ _____
Planning and Design Services	_____
New Construction	_____
Additions / Renovations	<u>210,130.00</u>
Repair	_____
Debt Payment / Bond Payment	_____
TOTAL	\$ <u>210,130.00</u>
Estimated Project Beginning Date: <u>07/01/2018</u>	Est. Project Completion Date: <u>08/30/2019</u>
We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.	
The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ <u>210,130.00</u> from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.	
<u>Clayton D. Riggs</u>	<u>6/21/18</u>
(Signature — Chair, County Commissioners)	(Date)
<u>[Signature]</u>	<u>6/14/18</u>
(Signature — Chair, Board of Education)	(Date)

Form Date: July 01, 2011



On each Lease Year Anniversary the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted:

X by any change in the Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities (CPI-W, 1982-1984=100) ("Index") by multiplying the then effective annual rental by the value of said Index for the month two months prior to the Lease Year Anniversary and dividing the product by the value of said Index for the month two months prior to the previous Lease Year Anniversary (in the instance of the first Lease Year Anniversary the value of the Index for the month two months prior to the first full month of the term hereof). In the event the Index ceases to be published there shall be substituted for the Index the measure published by the US Department of Labor which most nearly approximates the Index;

X the annual Lease Year Base rental payable hereunder (and accordingly the monthly installments) shall be increased as follows during the duration of the lease term.

To Be Determined at the end of the Third Year. The rental rate, if adjusted, will be for the Fourth and Fifth years of this Agreement.

X if this box is checked, Tenant shall pay all rent to Landlord's Agent at the following address: 330 East Hwy 158, Camden, NC 27921

**Section 5. Late Charges:** If Landlord fails to receive any rent payment within five (5) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to five percent (5%) of the overdue amount or \$100 whichever is greater, plus any actual bank fees incurred for returned or dishonored checks. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

**Section 6. Security Deposit:** If any of the rents or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made on behalf of the Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord or its Agent may, at its option, appropriate and apply the Security Deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant shall upon demand restore the Security Deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the Security Deposit shall be returned in full to Tenant with thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. **The Security Deposit may be placed in an interest bearing account and any interest thereon shall be the property of the party holding the same.**

**Section 7. Rent Adjustment:** The Landlord reserves the right to increase the rental by an amount equaling the total increase in ad valorem taxes, hazard/general liability insurance premium and common area expenses, over the amounts in effect at the commencement date of this Lease Agreement. Said increase shall be divided by twelve (12) months, divided proportionately, and the result added to the monthly rent called for herein, beginning on the first month following notification of such increase.

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**Section 8. Utilities:** The Tenant shall pay all charges for utilities, including but not limited to water, gas, electricity, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the Landlord against any liability or damages on such account. The Landlord shall not be liable for any failure of water supply, or electric, or any service by any utility, or injury to person or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the leased property or from any pipes, appliances or plumbing works. Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

**Section 9. Common Area Expenses; Rules & Regulations:** If the Premises are part of a larger building or group of buildings, Tenant shall pay as additional rental monthly, in advance, its proportionate share of common area maintenance expenses; common area electric, grounds maintenance and water expense (if not metered separately).

**Section 10. Landlord Repairs:** Landlord agrees to keep in good repair the roof, foundation, and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful act of Tenant, its agents, employees or invitees. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant.

**Section 11. Tenant Repairs:** Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, plumbing, electrical, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Tenant is responsible for all expenses to eliminate clogged drains, maintain and pump septic tank if it becomes necessary or is required by the Health Department at interim inspections. Tenant shall at all times keep all exterior entrances, all glass and show window moldings, all partitions, doors, fixtures, equipment, lighting, plumbing and other appurtenances thereto in good order, condition and repair, including replacement when necessary and reasonable periodic painting of the interior of the Leased Premises. Tenant shall be responsible for ensuring the sidewalk in front of the Leased Premises and any doorways, front or rear, are kept free of debris, snow or ice. Unless the grounds are common area of a building(s) larger than the Premises, Tenant further agrees to care for the grounds around the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, contractors or subcontractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph. All improvements made by Tenant, as mentioned in Section 4 above, will be submitted within 6 months of commencement of this lease to Landlord in a memorandum outlining type of improvements and cost of each.

**Section 12. Alterations:** Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon

Landlord's written request. All approved alterations, additions, improvements will be accomplished in a good workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises, so long as Tenant is in compliance with Lease and not in default hereunder. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

**Section 13. Removal of Fixtures:** Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

**Section 14. Events of Default:** The happening of any one or more of the following events during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

**Section 15. Remedies Upon Default.** Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) if the Event of Default involves nonpayment of rental and Tenant fails to cure such default within five (5) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of the Lease other than payment of rental and Tenant fails to cure such default within fifteen (15) days after receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord, as Tenant's agent, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of

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Tenants default. In the event Landlord hires an attorney to enforce its rights upon default, Tenant shall in addition be liable for reasonable attorney's fees and all costs of collection.

**Section 16. Condemnation:** If the Leased Premises, or any part thereof, is taken by eminent domain, the Lease shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportioned as of that date. No part of any award shall belong to the Tenant.

**Section 17. Indemnification:** Except for claims arising out of acts caused by the affirmative negligence of the Landlord or its representatives, the Tenant shall indemnify and defend the Landlord and the Leased Premises, at the Tenant's expense, against all claims, expenses, and liabilities arising from (a) the management of any occurrence on or about the leased premises or any adjoining street or roadway; (b) any default by the Tenant hereunder, (c) any act of negligence by the Tenant or its agents, contractors, employees or licensees.

**Section 18. Fire or Other Casualty Losses:** If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, without the fault of the Tenant, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the premises are damaged but not wholly destroyed by any such casualties, without the fault of the Tenant, rental shall abate in such proportion as effective use of the Premises has been affected and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

**Section 19. Insurance:** The landlord shall keep the building containing the leased property insured against loss or damage by fire with extended coverage endorsement in an amount not less than eighty percent (80%) of the full insurable value as determined from year to year. The Tenant shall keep the leased property insured with a tenant owners policy for business personal property and betterments throughout the term of this Lease against claims for personal injury and property damage, under a policy of general public liability insurance, with such limits as may reasonably be requested by the Landlord from time to time, but not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate as a combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage as a split limit, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant and naming Landlord as additional insured. *Tenant shall provide evidence of such insurance to Landlord prior to the commencement of the term of this Lease, and provide annually an updated certificate of insurance to Landlord.* Tenant must maintain insurance policy without lapse to remain in compliance with Lease. Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises.

**Section 20. Tax and Insurance Escalation:** Tenant shall pay upon demand as additional rental during the term of this Lease, and any extensions or renewal thereof;

The amount by which all taxes on the Premises for each tax year exceed all taxes on the Premises for the tax year \_\_\_\_\_ or

All taxes on the Premises for each tax year.

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In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last lease year.

Tenant shall further pay upon demand as additional rental during the term of this Lease, and any extension or renewal thereof:

the excess cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

all fire and hazard, and extended coverage insurance including any and all public liability insurance on the building.

**Section 21. Tenant's Employment Responsibilities:** The Tenant shall be responsible for and save the Landlord harmless from all wages, salaries, or other benefits due Tenant's employees. Tenant shall also be solely responsible for the acquisition and payment of any goods and/or services used or performed by the Tenant in the conduct of its business.

**Section 22. Use of Premises:** The Premises shall be used for Child Care Programs purposes only and no other. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

**Section 23. Hazardous Waste:** Tenant specifically agrees that, except for such limited quantities of office materials and supplies of such type and in such quantities as are customarily used in Tenant's normal business operations (which shall be used only in accordance with applicable law and any manufacturers or suppliers guidelines), Tenant shall not engage or permit at any time, any operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental, or intentional) of any hazardous substances, materials or wastes, or any wastes regulated under any local, state or federal law.

Tenant shall, during the Term, remain in full compliance with all applicable laws governing its use and occupancy of the Premises, including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous substances, materials or wastes, and any wastes regulated under any local, state or federal law. Tenant will remain in full compliance with the terms and conditions of all permits and licenses issued to it by any governmental authority on account of any or all of its activities on the Premises.

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**Section 24. Environmental Laws.** (a) Tenant shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by Landlord. Any approval must be preceded by submission to Landlord of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by Landlord, Tenant covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, ordinances, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either Landlord or Tenant relating to the use by Tenant on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all applicable laws.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifests, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any environmental law or regulation by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, from time to time, and regulations promulgated thereunder, any so-called state or local "Superfund" or "Superlien" law, or any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials) paid, incurred or suffered by, or asserted against, Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's agents, employees, invitees or successors in interest. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) If Tenant fails to comply with the Covenants to be performed hereunder with respect to Hazardous Materials, or if an environment protection lien is filed against the premises as a result of the actions of Tenant, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

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(e) Tenant will give Landlord prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state, or local authorities, of any fire, or any damage occurring on or to the Premises.

(f) Tenant will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(g) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

**Section 25. Assignment and Subletting:** Tenant shall not, without the prior written consent of Landlord, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of the Landlord. The Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

**Section 26. Surrender:** Upon the termination of this Lease, including any extension thereof, the Tenant shall surrender the above described premises to the Landlord in as good condition as the premises were in at the time of the initial occupancy thereof, reasonable use and wear and tear by the elements, or fire or other catastrophes not the fault of the Tenant, excepted.

**Section 27. Landlord's Entry of Premises:** Landlord may advertise the Premises "For Rent" or "For Sale" before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

**Section 28. Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall effect Landlord's right to collect rent for the period prior to termination thereof.

**Section 29. Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now or may hereafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination, and shall be obligated to execute such documentation as may facilitate Landlord's sale or refinancing of the Premises, including, but not limited to, estoppel certificates, subordination or attornment agreements.

**Section 30. Quiet Enjoyment.** So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Provided, however, that in the event Landlord shall sell or otherwise transfer its interest in the Premises, Tenant agrees to attorn to any new owner or interest holder and shall, if requested by Landlord, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognize its obligations and Tenant's rights hereunder.

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**Section 31. Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at the end of the Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 4 above shall for each month, or fraction thereof during which Tenant so remains in possession of the premises, be twice the monthly rental otherwise payable under Paragraph 4 above.

**Section 32. Abandonment.** Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any Personal Property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

**Section 33. Attorney's Fees:** In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

**Section 34. Rights Cumulative.** All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restricted of those given by law.

**Section 35. Waiver of Rights.** No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

**Section 36. Time of Essence.** Time is of the essence in this Lease.

**Section 37. Applicable Law:** This Agreement shall be construed and interpreted under the laws of the State of North Carolina.

**Section 38. Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**Section 39. Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**Section 40. Headings:** The headings, subheadings, and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**Section 41. Definitions.** "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant",

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and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

**Section 42. Notices:** All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's new address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 4 hereof.

*All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.*

**Section 43. Entire Agreement:** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements, arrangements and understandings, written or oral, relating to the subject matter hereof.

**Section 44. Authorized Lease Execution:** Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership.

**Section 45. Transfer of Landlord's Interest:** In the event of the sale, assignment or transfer by Landlord or its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, assignment or transfer; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, assignment or transfer. Landlord's assignment of this Lease, or of any or all of its rights in this Lease, shall not affect Tenant's obligations hereunder, and Tenant shall attorn and look to the assignee as Landlord, provided Tenant has first received written notice of the assignment of Landlord's interest.

**Section 46. Amendments:** This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

**Section 47. Memorandum of Lease:** Upon request by either Landlord or Tenant, the parties hereto shall execute a short form (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Base Monthly Rent and other sums due) as either party may wish to incorporate. The cost of recording such Memorandum of Lease shall be borne by the party requesting execution of same.

**Section 48. Signage:** Except as may be specifically set forth in the Lease, Tenant may not install, inscribe, paint or affix any awning, shade, sign, advertisement or notice on or to any part of the outside of the Premises without the express written consent of the Landlord. No items of any type shall be allowed on the sidewalk area without the prior written consent of Landlord. For aesthetic purposes, all signs will be approved by the Landlord and installed at Tenant's sole expense. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to

Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

**Additional Conditions:**

\_\_\_\_\_  
\_\_\_\_\_

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. NO REPRESENTATIONS ARE MADE CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, this Lease Agreement has been executed by each party hereto, in duplicate originals, on the date and year first above written.

LANDLORD

TENANT

Clayton D. Riggs

[Signature]

WITNESS

DATE

Karen M. Davis

7/3/18

Dr. Robinson explained that there will be three pre-k classes of 4 year-olds, approximately fifty-four students, that will be funded by the state. There will be approximately thirty 3 year-olds that will be private pay. Private pay students will include students from the surrounding areas, although Camden students will be given an opportunity to register first. The building is licensed

to accommodate 105 students. The program will be investing at least \$75,000 to up-fit the building in preparation for its use.

During the discussion the following items were inserted into the agreement:

Section 4

- **Rental:** The Tenant shall pay to the Landlord or its Agent without demand, an annual Lease year Base Rental of \$1,000 per month beginning in year three. There will no rent for the first two years. This portion of the agreement will be renegotiated for the beginning of the fourth year.
- **Security Deposit:** Improvements to the building that will be made by the Tenant shall serve as the security deposit. The Tenant shall provide a memo describing such improvements as well as the funds invested.

**Motion to approve the lease agreement with insertions as discussed.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Ross Munro, Commissioner
<b>AYES:</b>	Meiggs, Krainiak, Munro, Riggs
<b>ABSENT:</b>	White

Dr. Robinson raised a concern in regard to the \$626/per student requirement of the school system to provide transportation for the Success Academy students who reside in Camden County.

School Superintendent Dr. Joe Ferrell explained that the transportation funding that the school system receives from the state is only for students in the K-12 system. Therefore it is necessary to charge for transportation that the school system provides for any student who is not in the K-12 system.

It was the consensus of the Board that the matter of transportation be further reviewed.

3. Memorandum of Understanding – DHHS

Department of Social Services Director Craig Patterson presented the following to the Board:



**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN  
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
CAMDEN COUNTY**

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina General Assembly**

This Memorandum of Understanding ("MOU") is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the "Department") and Camden County a political subdivision of the State of North Carolina (hereinafter referred to as the "County") to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a "Party" and collectively as the "Parties."

**TERMS OF UNDERSTANDING**

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2018, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

**1.0 Parties to the MOU**

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Camden County, a political subdivision of the State of North Carolina.

**1.1 Relationships of the Parties**

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

**Subcontracting:** The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

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**Assignment:** No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

**2.0 Terms of the MOU**

The term of this MOU shall be for a period of one year beginning July 1, 2018 and ending June 30, 2019.

**2.1 Default and Modification**

**Default:** In the event the County fails to satisfy the mandated performance requirements as set forth in Attachments I through IX or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

**Performance Improvement/Corrective Action:** Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements or failure to comply with the terms of this MOU, the steps set forth in Attachment X will govern. For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X related to the mandated performance requirements until January 1, 2019. Nothing contained in this MOU or Attachment X shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

**Waiver of Default:** Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

**Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Modification:** The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

**3.0 MOU Documents**

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements: Child Welfare – Child Protective Services
- (4) Attachment II – Mandated Performance Requirements: Foster Care
- (5) Attachment III – Mandated Performance Requirements: Child Support
- (6) Attachment IV – Mandated Performance Requirements: Energy

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- (7) Attachment V – Mandated Performance Requirements: Work First
- (8) Attachment VI – Mandated Performance Requirements: Food and Nutrition Services
- (9) Attachment VII – Mandated Performance Requirements: Adult Protective Services
- (10) Attachment VIII – Mandated Performance Requirements: Special Assistance
- (11) Attachment IX – Mandated Performance Requirements: Child Care Subsidy
- (12) Attachment X – Corrective Action

#### **4.0 Entire MOU**

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

#### **5.0 Definitions**

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies;
- (2) "County director of social services" also means the human services director, whichever applies; and
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

#### **6.0 Audit Requirements**

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

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#### **7.0 Record Retention**

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

#### **8.0 Liabilities and Legal Obligations**

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

#### **9.0 Confidentiality**

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

#### **10.0 Secretary's Authority Undiminished**

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

#### **11.0 MOU does not Diminish Other Legal Obligations**

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

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12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Wayne Black, Director Division of Social Services 2401 Mail Service Center Raleigh, NC 27699-2401	Wayne Black, Director Division of Social Services NC DHHS Dorothea Dix Campus, McBryde Building Phone: 919-527-6338 Fax: 919-334-1018 Email wayne.black@dhhs.nc.gov

For Camden County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
<i>KENNETH L. Bowman COUNTY MANAGER 330 EAST Hwy 158 CAMDEN, N.C. 27921</i>	<i>KENNETH L. Bowman COUNTY MANAGER P.O. Box 190 330 EAST Hwy 158 CAMDEN, N.C. 27921</i>

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop mandatory performance requirements for each social services program based upon standardized metrics utilizing reliable data. The mandated performance requirements are identified in Attachments I through IX.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
  - a. Staff Training and Workforce Development:
    - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
    - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
    - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
    - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
    - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
  - b. Compliance Monitoring:
    - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
    - ii. Provide feedback to counties with recommended changes when necessary.
    - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
  - c. Data Submission:
    - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
    - ii. Provide counties with reliable data related to their performance measurements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
    - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
  - d. Communication:
    - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
    - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
    - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
    - iv. Provide counties with a timely response to requests for technical assistance or guidance.
    - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
    - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
    - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
    - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to,

corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.

- e. Inter-agency Coordination:
  - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
  - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
  - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
  - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.

(5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

#### 14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

(1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments I through IX.

(2) The County shall comply with the following administrative responsibilities

- a. Staff Requirements and Workforce Development:
  - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
- b. Compliance:
  - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
  - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
  - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
- c. Data Submission:
  - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
  - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.

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- iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
- iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.

- d. Communication:
  - i. Respond and provide related action in a timely manner to all communications received from the Department.
  - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
  - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board, or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
- e. Inter-agency Cooperation:
  - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
  - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
  - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
  - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.

(3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

#### 15.0 Data Security and Reporting

**Data Security:** The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

**Duty to Report:** The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security

covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

**Choice of Law:** The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agrees and submits, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

**Effective Date:** This MOU shall become effective July 1, 2018 and shall continue in effect until June 30, 2019.

**Signature Warranty:** Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Camden County

BY: Clayton D Riggs  
Name

BY: Claraann C. Mansfield  
Name

TITLE: BOC Chairman

TITLE: DSS Board Chair

County: Camden

County: Camden

DATE: 6-21-18

DATE: 6-18-18

Witness: Helen M. Davis

Witness: [Signature]

North Carolina Department of Health and Human Services

BY: \_\_\_\_\_  
Secretary, Department of Health and Human Services

DATE: \_\_\_\_\_

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

[Signature]  
Signature of Finance Officer

ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:  
Child Welfare - CPS Assessments

	Performance Measure	Authority for the performance measure
1	The County will initiate 95% of all screened-in reports within required time frames	NC General statute 7B.302; 10A NCAC 70A .0105; Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments
2	For all children who were victims of maltreatment during a twelve month period, no more than 9% received a subsequent finding of maltreatment	CFSR; Safety Outcome 1: Children are, first and foremost, protected from abuse and neglect.

**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:  
Child Welfare - Foster Care**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will document permanency goals for 95% of foster youth within 60 days of a child entering custody or for whom the county has placement authority.	1201 Child Placement Services - Chapter VIII Case Reviews: B-Required Time Frames for Case Reviews
2	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	1201, Chapter V., Out of Home Placement Family Services Improvement Act of 2006 (Public Law 109-288) Title IV B

The below system performance measures require county and state level system collaboration and improvements to successfully meet targets.

	<b>System Performance Measure</b>	<b>Authority for the system performance measure</b>
1	The County will provide leadership for ensuring that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.  DHHS will work with each county to identify growth targets.	CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.
2	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, no more than 8.3% re-enter foster care within 12 months of their discharge.  DHHS will work with each county to identify growth targets.	CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect
3	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.  DHHS will work with each county to identify growth targets.	1201 Child Placement Services - Chapter IV Placement Decision Making: C-Maintaining One Single Stable Foster Care Placement  CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.

**ATTACHMENT III— MANDATED PERFORMANCE REQUIREMENTS:  
Child Support**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
2	The county will achieve its given annual percentage of child support cases that are under an order.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
3	The county will achieve its given annual percentage of current child support paid.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
4	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
5	The county will meet its annual goal of total child support collections.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives

**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:  
Energy Programs**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
<b>1</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Energy Program Manual Section 400.03 d Federal Requirement 42 USC8621-8630 NC State Rule 10A N.C.A.C ch. 71V
<b>2</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	NC Energy Programs Manual Section 400.03 A.2.d. Federal Requirement 42 USC8621 -8630 NC State Rules 10A N.C.A.C ch. 71V

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:  
Work First**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
<b>1</b>	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	Work First Manual Section 001 Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
<b>2</b>	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	Work First Manual Section 001 Work First Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
<b>3</b>	The County will process 100% Work First applications within 45 days of receipt.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31
<b>4</b>	The County will process 100% Work First recertifications no later than the last day of the current recertification period.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31

**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:  
Food and Nutrition Services**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
<b>1</b>	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
<b>2</b>	The County will process 95% of regular FNS applications within 25 days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
<b>3</b>	The County will ensure that 95% of FNS recertifications are processed on time, each month.	FNS Manual Section 425 Federal requirement 7 CFR 273.2
<b>4</b>	The County will ensure that 100% of Program Integrity claims are established within 180 days of the date of discovery.	FNS Manual Section 800 Federal Requirement 7 CFR 273.18

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:  
Adult Protective Services (APS)**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	NCGS § 108A-103 (d) (4)
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	NCGS § 108A-103 (d) (4)

**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:  
Special Assistance (SA)**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.

**ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:  
Child Care Subsidy**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	North Carolina Subsidized Child Care Assistance policy



## ATTACHMENT X— CORRECTIVE ACTION

The following steps for corrective action covering this MOU do not impact or change any Program Improvement Plan or Corrective Action Plan between the Department and a County or County Department of Social Services that is in effect as of July 1, 2018.

Further, the Department will not take any action towards developing a Performance Improvement Plan or Corrective Action Plan related to the performance requirements contained within this MOU for a County or County Department of Social Services until January 1, 2019.

### 1. Non-Compliance with performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)\*\* fails to satisfy a performance requirement for three consecutive months or fails to comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing the performance improvement plan or to rescind the notice of non-compliance.

### 2. Performance Improvement Plan

- a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- b. The performance improvement plan shall include, at a minimum:
  - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
  - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.

- c. The performance improvement plan shall be signed by the Department and the County DSS Director. A copy of the performance improvement plan will be sent to the chair of the DSS Governing Board.

### 3. Continued Non-Compliance

- a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the MOU for an extended period of time and is not meeting the terms of the performance improvement plan, the County DSS and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended period of time is defined as three consecutive months, or five months out of a twelve-month period measured beginning with the first month after which the performance improvement plan is signed.
- b. The corrective action plan shall include, at a minimum:
  - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
  - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
  - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and
  - iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
- c. The corrective action plan will be signed by the Department and the County DSS Director. A copy of the corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

### 4. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- b. In circumstances of continuous extended non-compliance or other urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

\*\* In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.

FY 18-19 DHHS/County Agreement Final Draft Talking Points

5/31/2018

- Session Law 2017-41 requires all counties to enter into an annual written agreement with the Department of Health and Human Services for all social services programs excluding medical assistance (Medicaid). The law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services programs.
- The Department issued three previous drafts of this agreement to the NC Association of County Commissioners and the DSS Directors Association, as well as all county DSS directors. In response, these groups, along with other county representatives from across the state, provided lengthy and detailed feedback on the agreement and proposed performance requirements.
- The three growth measures in foster care are designed to show progress over time. DHHS considered similar feedback for two of the child support measures, however, these measures were not changed for a number of reasons:
  - Counties have been provided annual performance measures for Child Support Enforcement for a number of years. These county-specific performance measures are based on the counties prior years' performance.
  - The State of North Carolina draws down incentive dollars from the federal government based on performance in these five federal performance measures. 85% of those incentive dollars are sent to the counties based on their individual performance.
- The Department considered every comment received in developing this final draft of the agreement. Highlights of comments and subsequent changes made to the agreement in response to the feedback include:
  - Throughout the drafting process, many counties expressed concern over the formalistic nature of the written agreement. In an effort to compromise with counties on the format of this agreement, we have changed the name of the document from "Annual Written Agreement" to a "Memorandum of Understanding". While this change does not alter the binding nature of the agreement as is required by HB 630, we hope this change reflects the Department's commitment to working collaboratively with counties in providing social services the people of North Carolinians.
  - The Department recognizes the critical role it plays in engaging with other state-level and system-level partners to work towards improving the delivery of social services. To reflect this concept, under Section 13.0, the Department has add the following language: "The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety."
  - Multiple commenters expressed concern with the provision requiring the County to provide the name of any subcontractors within 30 days of execution of a contract. We have clarified that the subcontractors the Department wants to be notified about are

ones the county contracts with for the provision of an entire social services program. For example, several counties sub-contract with a third party to administer the county's child support program. The Department wants to know this information. In contrast, if a county sub-contracts with a third party to perform Employment and Training services related to the FNS Program, the Department does not need to know this information, because the entirety of the FNS program has not been subcontracted. Please also note that all that is required to be disclosed to the Department is the name of the subcontractor.

- Several commenters have still expressed confusion about who is required to sign the agreement. HB630 requires the County to enter into a written agreement with the Department. The agreement is between the Department and the County, not the County DSS. Each county shall decide who the appropriate authorized signatory should be. In some counties, it may be appropriate for that person to be the County DSS Director, and in others it may be the County Manager. However, it should be noted that the individual signing the agreement is providing a warranty that he or she has the authority to sign and bind the parties to the agreement (Section 16.0).
- The Department recognizes that these agreements, and specifically the required performance measurements, represent a new dynamic to the administration of social services in North Carolina. To that end, the Department has inserted language under Section 2.0 to indicate that no performance improvement plans or corrective action plans related to the performance measurements will be initiated until after January 1, 2019. During the first six months of this agreement, from July 1, 2018 until December 31, 2018, the Department will be providing counties with the results of the performance measurements. However, as stated, no steps will be taken against counties who are not meeting the prescribed levels until January 1, 2019. This will provide both the Counties and the Department with six months to work through any issues related to data collection, data entry and the operation of the technology systems utilized in the process. It will also allow the counties to have six months to work towards compliance of the performance measurements.
- In response to numerous comments related to training of county personnel, the Department has made the following changes:
  - The Department will publish an annual list of both required and recommended trainings for all county personnel administering social services programs
  - The Department will also provide counties with guidance on adequate staffing patterns
  - The Department has also inserted language in Section 13.0(4)(a)(ii) stating that not only will training be provided statewide, but that the Department will provide "timely and adequate" training to county personnel. We recognize that staff training is a critical component to the administration of social services and the Department is committed to working to increase the opportunities to counties across the state.

- The Department will make the commitment to publish a system-wide training calendar quarterly, not just semi-annually.
- We have also removed the provision under Section 14.0 related to the qualifications of county personnel. We recognize that staff qualifications is an HR matters more appropriately addressed outside of this agreement.
- All Performance Measurements will be tracked monthly and a report will be sent out to counties each month. More information will be forthcoming on the process, including specific dates on which the monthly report will be run and dispersed to counties.
- Several updates have been made to Attachment X, Corrective Action. The Department has included a specific process by which the relevant Division Director will review any disagreement submitted to the Department regarding a notice of non-compliance. In the event the Division Director sides with the County, the notice of non-compliance will be rescinded. If the Division Director makes a decision to proceed with the performance improvement plan, the parties shall work collaboratively to address the issues raised in the disagreement letter in the performance improvement plan.

## Camden County Department of Social Services

P.O. Box 70  
Camden, NC 27921

Craig D. Patterson  
Director

Telephone: 252-331-4787  
Fax: 252-335-1009  
Courier: 10-41-10

Friday June 15, 2018

### Addendum to Memorandum of Understanding between N.C. DHHS and Camden County

Camden County Dept. of Social Services wishes to express several concerns regarding the Memorandum of Understanding that is signed by Camden County Officials.

First let me express that creating an accountable system with measurable outcomes is appropriate and necessary for the social services system. We are committed as a county DSS, to do everything within our ability and capacity to see that Camden County residents are served with excellence and with accountability, and so we will strive to reach compliance with the outcome measures identified in the MOU.

There are some concerns that we wish to share with DHHS, that may have a significant impact on reaching compliance with the measures outlines in the MOU

- 1) While Camden DSS strives towards compliance, as a small county, one simple mistake within a case which would result in that case being out of compliance, can cause the county to not reach the outcome measure that is required. This places incredible stress upon workers, especially in light of the overall increasing mandates from DHHS.
- 2) Camden County workers are generic and therefore, specifically for the Social Workers, work in all of the service programs. Again, the issue is one of perfection given the fact that the investigation and caseload numbers are much lower than other counties and one mistake can result in overall non-compliance.
- 3) The time frames for review (if in a CAP), if there is non-compliance are too short (3 Months) and the county would most likely not generate enough cases, for an adequate review.
- 4) The absence of an Impartial Third Party Mediator who would oversee any disputes in findings, places the County at an immediate disadvantage in resolving these disputes in the Counties favor.
- 5) Camden County is significantly concerned with the ability of the NCFASST system to absorb and respond accurately with all the aspects and programs of Social Services. The County is specifically concerned with the inability of the NCFASST system for Child Welfare, to provide adequate service which does not require excessive amounts of time

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and effort by workers, thus keeping them in the office rather than in the field where families may be adequately served.

- 6) Camden County and Camden County DSS, while working collaboratively with service partners, wish it to be known and acknowledged that many of the performance measures are too greatly influenced by an entity that the Dept. has absolutely no ability to influence, i.e. the Courts, MH services. D&A treatment. The ability to meet outcome measures must be seen in this light, as again, it only takes one case to cause the statistics to show non-compliance, no matter what the agency does.
- 7) That the overall expectations for all aspects of Social Services are too great due to the fact that with these expectations, comes continued changes on other programs and new mandates. Transition within agencies will begin and new/young workers will lack the overall ability to meet these requirements. DSS cannot control what parents do, what evidence can be gathered and what is delivered by clients. DSS cannot do anything but react to the current drug use issue and the consequences from people overdosing and often dying. Reactive services like CPS and APS cannot be mandated to achieve an unreasonable objective without careful consideration of the circumstances. Camden County and the Camden County DSS requests the N.C. DHHS consider these concerns when implementing the Memorandum of Understanding.

Respectfully submitted,



Craig Patterson,  
Director

### **Motion to approve Memorandum of Understanding between NC Department of Health and Human Services and Camden County.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Ross Munro, Commissioner
<b>AYES:</b>	Meiggs, Krainiak, Munro, Riggs
<b>ABSENT:</b>	White

### **Motion to request that a resolution be included on the July 9, 2018 agenda of the Board of Commissioners in response to the Memorandum of Understanding between NC Department of Health and Human Services and Camden County Department of Social Services.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Ross Munro, Commissioner
<b>AYES:</b>	Meiggs, Krainiak, Munro, Riggs
<b>ABSENT:</b>	White

## **ITEM 4. CONSENT AGENDA**

---

1. FY 17-18 Budget Amendments

2017-18-BA032  
CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2018.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Expenses</b>			
106200-502000	Salaries		\$2,101
106200-511000	Telephone/Postage	\$ 97	
106200-526000	Advertising	\$ 52	
106200-567000	Camp	\$1,706	
106200-568000	Restitution	\$ 246	

This Budget Amendment is made to amend grant expenditures for excess appropriated salaries.

This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$6,850.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 21st day of June, 2018.

  
Clerk to Board of Commissioners

  
Chairman, Board of Commissioners



## 2. School Budget Amendments

### Budget Amendment

Camden County Schools Administrative Unit

### Capital Outlay Fund

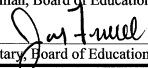
The Camden County Board of Education at a meeting on the 14<sup>th</sup> day of June, 2018, passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2018.

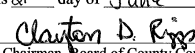
Code Number	Description of Code	Amount	
		Increase	Decrease
9100	Category I Projects	169,315.71	
9300	Category III Projects		337.10
<b>Explanation:</b>			
Total Appropriation in Current Budget		\$	346,617.10
Amount of Increase / (Decrease) of Above Amendment			+ 168,978.61
Total Appropriation in Current Amended Budget ....		\$	515,595.71

Passed by majority vote of the Board of Education of Camden County Schools on the 14<sup>th</sup> day of June 2018.

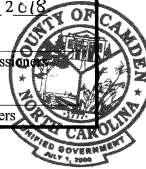
  
Chairman, Board of Education

  
Secretary, Board of Education

We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes in the minutes of said Board, this 21<sup>st</sup> day of June 2018.

  
Chairman, Board of County Commissioners

  
Clerk, Board of County Commissioners





BUDGET AMENDMENT  
June 14, 2018

Local Current Expense Fund

A. We have reviewed this program area and must transfer funds to other programs to cover expenses. We request your approval of the following amendment.

<u>Transportation of Pupils</u>		
6550.056.423	Gas/Diesel Fuel	\$ - 4,900.00
6550.056.425	Tires & Tubes	+ <u>4,900.00</u>
Total – Transportation of Pupils		\$ + .00

B. We have reviewed this area of the budget and must transfer fund to other program areas to cover the cost within the local current expense budget. We request your approval of the following amendment.

<u>Operation of Plant</u>		
6530.802.321...40	Utilities – Electric	\$ - 9,774.00
6530.802.322...40	Utilities – Natural Gas	+ 2,400.00
6540.802.173...40	Salary – Custodian	- 2,800.00
6540.802.211...40	Emp Soc Sec Costs	- 29.00
6540.802.221...40	Emp Retirement Costs	- 500.00
6540.802.231...40	Emp Hosp Ins Costs	+ 23.00
6540.802.311...40	Contracted Services	+ 2,600.00
6540.802.329...40	Waste Management Services	+ 4,000.00
6540.802.411...40	Supplies & Materials	+ <u>751.00</u>
Total – Operation of Plant		\$ - 3,329.00

C. We have reviewed this area of the budget and must transfer fund to this program areas to cover the costs within the program. We request your approval of the following amendment.

<u>Maintenance of Plant</u>		
6580.802.175...50	Salaries – Mtce Workers	\$ - 637.00
6580.802.184...50	Longevity Pay	+ 335.00
6580.802.211...50	Emp Soc Sec Costs	+ 100.00
6580.802.221...50	Emp Retirement Costs	+ 280.00
6580.802.311...50	Contracted Services	- 1,000.00
6580.802.312...50	Workshop Expenses	+ 140.00
6580.802.319...50	Other Prof & Tech Services	- 100.00
6580.802.411...50	Supplies & Materials	+ 860.00
6580.802.422...50	General Maintenance	+ 7,000.00

BUDGET AMENDMENT  
Local Current Expense Fund  
June 14, 2018, Page 2

6580.802.461...50	Pur of Non-Cap Equipment	- <u>119.00</u>
Total – Operation of Plant		\$ + 6,859.00

D. We have reviewed this program area and find that we must transfer funds within this program area to cover the cost of expenses. We request your approval of the following amendment.

<u>Classroom Support</u>		
5110.842.315.304	Reproduction Costs	\$ - 1,439.00
5110.842.315.308	Reproduction Costs	+ 923.00
5110.842.315.310	Reproduction Costs	- 2,497.00
5110.842.315.312	Reproduction Costs	+ 1,513.00
5110.842.315.350	Reproduction Costs	+ 61.00
5110.842.333.308	Field Trips	+ 4,168.00
5110.842.333.310	Field Trips	- 3,000.00
5110.842.418.310	Comp Software & Supplies	+ <u>271.00</u>
Total – Office of Superintendent		\$ + .00

E. We have reviewed this area of the budget and find that we must transfer funds to other program areas to cover expenses. We request your approval of the following amendment.

<u>At Risk Program</u>		
5330.847.198	Salary – Tutor	\$ - <u>3,530.00</u>
Total – At Risk Program		\$ - 3,530.00

F. We have reviewed this program area and find that we must transfer funds within this program area to cover the cost of expenses. We request your approval of the following amendment.

<u>Additional Pay</u>		
5110.911.181	Supplementary Pay	\$ + 2,070.00
5110.911.211	Emp Sec Costs	- 290.00
5110.911.221	Emp Retirement Costs	- 1,170.00
5120.911.181	Supplementary Pay	+ 675.00
5120.911.211	Emp Soc Sec Costs	+ 52.00
5210.911.181	Supplementary Pay	+ 8,825.00
5210.911.211	Emp Soc Sec Costs	+ 470.00

BUDGET AMENDMENT  
Local Current Expense Fund  
June 14, 2018, Page 3

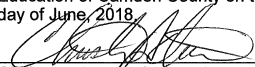
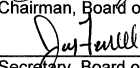
5210.911.221	Emp Retirement Costs	+	1,560.00
5240.911.181	Supplementary Pay	-	3,145.00
5240.911.211	Emp Soc Sec Costs	-	400.00
5240.911.221	Emp Retirement Costs	-	570.00
5330.911.181	Supplementary Pay	-	3,300.00
5330.911.211	Emp Soc Sec Costs	-	255.00
5330.911.221	Emp Retirement Costs	-	522.00
5410.911.181	Supplementary Pay	+	445.00
5410.911.211	Emp Soc Sec Costs	+	45.00
5410.911.221	Emp Retirement Costs	+	3.00
54110.911.231	Emp Hosp Ins Costs	-	107.00
5420.911.211	Emp Soc Sec Costs	-	6.00
5420.911.221	Emp Retirement Costs	+	52.00
5810.911.181	Supplementary Pay	-	1,200.00
5810.911.211	Emp Soc Sec Costs	-	91.00
5810.911.221	Emp Retirement Costs	-	221.00
5840.911.181	Supplementary Pay	+	750.00
5840.911.211	Emp Soc Sec Costs	+	450.00
5840.911.221	Emp Retirement Costs	-	261.00
6300.911.221	Emp Retirement Costs	+	22.00
6550.911.181	Supplementary Pay	-	250.00
6580.911.180	Bonus Pay	-	635.00
6580.911.181	Supplementary Pay	+	375.00
6580.911.211	Emp Soc Sec Costs	-	94.00
6580.911.221	Emp Retirement Costs	+	60.00
6620.911.180	Bonus Pay	-	411.00
6940.911.180	Bonus Pay	-	726.00
7100.911.180	Bonus Pay	-	2,100.00
7100.911.211	Emp Soc Sec Costs	-	100.00
Total – Additional Pay			\$ + .00

G. We have reviewed this program area and find that we must transfer funds within this program area to cover the cost of expenses. We request your approval of the following amendment.

<u>Staff Development</u>		
5110.912.311	Contracted Services	\$ + 350.00
6940.912.312	Workshop Expenses	- 350.00
Total – Staff Development		
\$ + .00		

BUDGET AMENDMENT  
Local Current Expense Fund  
June 14, 2018, Page 4

Passed by majority vote of the Board of Education of Camden County on the 14<sup>th</sup> day of June, 2018.

  
Chairman, Board of Education  
  
Secretary, Board of Education


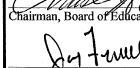
Budget Amendment  
Camden County Schools Administrative Unit  
Other Local Current Expense Fund

The Camden County Board of Education at a meeting on the 14<sup>th</sup> day of June, 2018 passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2018.

Code Number	Description of Code	Amount	
		Increase	Decrease
5100	Regular Instructional Programs	991.00	
5800	School Based Support Services		1,867.00
6400	Technology Support Services	3.00	
6500	Operational Support Services	9,320.00	
6600	Financial/HR Support Services	750.00	
6900	Policy, Leadership Services	3.00	
7100	Community Services	3,791.00	
8100	Pmts to Other Govt Units		3,791.00
Explanation: Increase Revenue for Activity Bus			
Total Appropriation in Current Budget		\$	456,927.00
Amount of Increase/Decrease of Above Amendment			9,200.00
Total Appropriation in Current Amended Budget		\$	466,127.00

Passed by majority vote of the Board of Education of Camden County on the 14<sup>th</sup> day of June 2018.

  
Chairman, Board of Education  
  
Secretary, Board of Education

We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes on the minutes of said Board, this 14<sup>th</sup> day of June 2018.

  
Chairman, Board of County Commissioners  
  
Clerk, Board of County Commissioners





BUDGET AMENDMENT  
June 14, 2018

8. Other Local Current Expense Fund

A. We have reviewed this area of the budget and must funds within to meet the needs of the program. We request your approval of the following amendment.

<u>Afterschool Care</u>		
7100.701.333	Field Trips	\$ + 1,941.00
7100.701.451	Pur of Snacks	+ 1,850.00
8100.701.392	Indirect Cots	- <u>3,791.00</u>
Total – Afterschool Care		\$ + .00

B. We have reviewed this area of the budget and must transfer funds within in the program to cover expenses within the program and increase revenue. We request your approval of the following amendment.

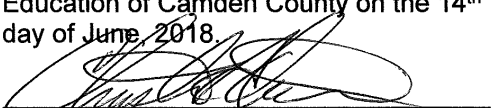
<u>Activity Bus</u>		
6550.706.171	Salary - Driver	\$ + 6,000.00
6550.706.172	Overtime Pay	+ 300.00
6550.706.211	Emp Soc Sec Costs	+ 400.00
6550.706.231	Emp Hosp Ins Costs	+ 100.00
6550.706.331	Contracted Transportation	+ 400.00
6550.706.422	Repair Parts	+ <u>2,000.00</u>
Total – Activity Bus		\$ + 9,200.00 =====
4890.706	Revenue – Activity Bus	\$ - 9,200.00 =====

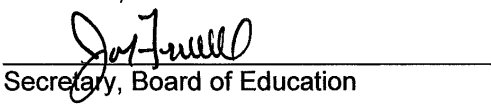
C. We have reviewed this area of the budget and must transfer funds within in the program to cover expenses. We request your approval of the following amendment.

<u>Computer Tech</u>		
5110.905.311	Contracted Services	\$ + 990.00
5110.905.462	Pur of Non-Cap Comp Hdwe	+ 1.00
5810.905.418	Comp Software & Supplies	- 1,867.00
6400.905.461	Pur of Non-Cap Equipment	+ 3.00
6510.905.341	Telecommunications	+ 120.00
6610.905.311	Contracted Services	+ 750.00
6940.905.461	Pur of Non-Cap Equipment	+ <u>3.00</u>
Total – Computer Tech		\$ + .00

BUDGET AMENDMENT  
Other Local Current Expense  
June 14, 2018, Page 2

Passed by majority vote of the Board of Education of Camden County on the 14<sup>th</sup> day of June, 2018.

  
Chairman, Board of Education

  
Secretary, Board of Education

### 3. Water & Sewer Capital Reserve Fund



#### RESOLUTION 2018-06-03 CAPITAL RESERVE FUND RESOLUTION

WHEREAS, there is a need in Camden County to provide funds for future capital projects related to its combined water and wastewater system, and to make debt service payments on existing debt related to past capital projects for its water and wastewater system, and WHEREAS, NCGS 159-18 authorizes the creation of a capital reserve fund, and WHEREAS, NCGS 162A, Art. 8 requires that all system development fee proceeds be accounted for in a capital reserve fund,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD THAT

**Section 1. The Governing Board hereby creates a Capital Reserve Fund for the purpose of funding the following capital projects related to the county's water and wastewater system:**

**Wastewater Treatment Plant.** The existing plant on Hwy 158 is designed to serve 50,000 gpd expandable to 100,000 to meet current and projected future requirements. The estimated cost of the project is \$4.2 million. The County expects to complete the project in 2020, and intends to appropriate approximately \$4.2 million of system development fee, county contribution and loan revenues to the CRF and Capital Project Fund for this purpose. It will use future system development fee collections to make debt service payments on the loan.

*The 2018-2019 appropriation from the budget ordinance to the CRF of SDF proceeds for this purpose is \$26,750.*

**Construction of new water wells.** Estimated to be 0.650 million gallons, this new tank is planned for the distribution system at a cost of \$500,000. Construction of the tank is expected in FY 2024-25. The county anticipates funding 90 percent of the cost of the tank with system development fee proceeds. The remaining cost will be funded through existing fund balance in the water fund.

*The 2018-2019 appropriation from the budget ordinance to the CRF is \$25,000.*

**Water Membrane** New Membranes are estimated to be needed every 5 years at a cost of \$101,250. Installation of the membrane is expected in FY 2023. The county anticipates funding 100 percent of the cost of the tank with contributions from the Water Enterprise Fund.

*The 2018-2019 appropriation from the budget ordinance to the CRF for this purpose is \$20,250.*

**R/O Plant Upgrades.** The existing plant is designed to serve 100,000 gpd. The estimated cost of the upgrade project is \$2.2 million. The County expects to complete the project in 2025, and intends to appropriate approximately \$2.2 million of system development fee, county contribution and loan revenues to the CRF and Capital Project Fund for this purpose. It will use future system development fee collections to make debt service payments on the loan.

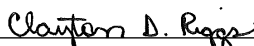
*The 2018-2019 appropriation from the budget ordinance to the CRF for this purpose is \$19,800.*

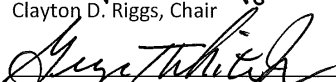
**Section 2. This CRF shall remain effective until all the above-listed projects, and any projects added in the future, are completed. The CRF may be amended by the governing board as needed to add additional appropriations, modify or eliminate existing capital projects, and/or add new capital projects.**

**Section 3. This Resolution shall become effective and binding upon its adoption.**

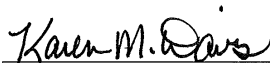
Adopted this 21<sup>st</sup> day of June, 2018.

CAMDEN COUNTY BOARD OF COMMISSIONERS  
and Serving as the Governing Board of the South Camden Water & Sewer District

  
\_\_\_\_\_  
Clayton D. Riggs, Chair

  
\_\_\_\_\_  
George T. White, Vice-Chairman

ATTEST:

  
\_\_\_\_\_  
Karen M. Davis  
Clerk to the Board



4. 2018-2019 Property & Liability/Workers Compensation Insurance



NCACC Risk Management Pools  
Workers Compensation

RENEWAL ESTIMATE JULY 1, 2018 TO JULY 1, 2019

Quoted on: 5/10/2018

Member: **CAMDEN COUNTY**  
Limits Coverage A: Workers Compensation: Statutory  
Coverage B: Employer's Liability: \$2,000,000

Class Code	Description	Annual Remuneration	Modified Rate	Modified Contribution
7520	WATERWORKS OPERATIONS	\$304,598	4.738	\$14,433
7580	SEWAGE DISPOSAL PLANT OP & DRIVER	\$83,487	3.285	\$2,743
7720	SHERIFF'S DEPT. OFFICERS & DRIVERS	\$766,028	4.362	\$33,339
8017	STORE: RETAIL NOC	\$116,364	1.923	\$2,237
8810	CLERICAL	\$961,408	0.386	\$3,713
8810x	CLERICAL -DSS - N/A	\$380,551	0.386	\$1,470
8831	HOSPITAL VETERINARY & DRIVERS	\$17,069	1.693	\$289
9015	BUILDINGS - NOC	\$143,658	4.931	\$7,084
9102	PARK NOC ALL EMPLOYEES/DRIVERS	\$148,598	3.018	\$4,484
9410	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$313,080	2.530	\$7,921
9410x	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$168,479	2.530	\$4,263
9063	YMCA, YWCA - ALL EMPLOYEES AND CLERICAL	\$78,979	1.086	\$858
9999	VOLUNTEERS (NCACC designated class)	\$3,090	43.586	\$1,347
251	IRRIGATION WORKS OPERATIONS & DRIVERS	\$36,102	5.659	\$2,043
9402	STREET CLEANING & DRIVERS	\$830	8.281	\$69

Total Estimated Payroll

\$3,522,321

2018-2019 Contribution: \$86,293

Please return this document with your signed proposal.



NCACC Risk Management Pools  
Liability and Property

County or Entity: <b>CAMDEN COUNTY</b>					
RENEWAL ESTIMATE JULY 1, 2018 TO JULY 1, 2019					
					Date of Quote
					5/10/18
Coverage	Contract Limit	Deductible	Renewal Exposure		Contribution
Property	Insured Values	\$1,000	Total Property Values	\$20,611,860	31,088
		\$1,000	Total Inland Marine Values	\$751,037	1,133
			Total		\$32,221
General Liability	\$2,000,000	<del>\$0</del> 1000	Population (County)	10,359	2,924
			Payroll (Entity)	\$0	0
			Number of EMTs	0	0
			Total		\$2,924
Automobile Liability	\$2,000,000	<del>\$0</del> 1000	Total # of Vehicles (Liability)	77	19,404
Excess Auto Liability					0
Physical Damage	Actual Cash Value		\$1,000	Total # of Vehicles (PD)	80
Replacement Cost	\$0		Value of Selected Veh.	\$0	\$0
			Total		\$29,694
Crime	\$250,000	\$1,000	Money on Premises	1	\$968
			Great than \$250,000	0	\$0
			Total		\$968
Public Officials Liability	\$2,000,000	\$5,000	Population (County)	10,359	3,350
			Payroll (Entity)	\$0	0
			Total		\$3,350
Law Enforcement Liability	\$2,000,000	\$5,000	Class A Employees	18	10,452
			Class B Employees	3	970
			Class C Employees	4	441
			Total		\$11,863
Employment Practices Liability	\$2,000,000	\$5,000	Population (County)	10,359	2,559
			Payroll (Entity)	\$0	0
			Total		\$2,559
Cyber Liability	\$1,000,000	\$5,000	Population (County)	Total	included
			Payroll (Entity)	Total	included
Annual Estimated Contribution					\$83,579

Please return this document with your signed proposal.

82,454



**NCACC Risk Management Pools  
Liability and Property**

Please return this form with your confirmation indicating your deductible choices. If we do not receive the completed form, we will process your renewal using the standard deductibles (shown in bold, italics type).

**CAMDEN COUNTY**  
LIABILITY AND PROPERTY DEDUCTIBLE OPTIONS

JULY 1, 2018 to JULY 1, 2019

COVERAGE	X	DEDUCTIBLE	COVERAGE	X	DEDUCTIBLE
Property	<input checked="" type="checkbox"/>	<b>\$1,000</b>	Inland Marine		<b>\$1,000</b>
		\$2,500			\$2,500
		\$5,000			\$5,000
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$75,000			\$75,000
		\$100,000			\$100,000
Coastal county members only - You may select a 2% Wind Deduct.		Your proposal includes the standard deductible for wind coverage for all property exposures. To accept a 2% wind deductible for the savings shown in your proposal, check the block at the left.			
Crime	<input checked="" type="checkbox"/>	<b>\$1,000</b>	General Liability	<input checked="" type="checkbox"/>	<b>\$0</b>
		\$2,500			\$500
		\$5,000			\$1,000
		\$10,000			\$2,500
		\$25,000			\$5,000
		\$50,000			\$10,000
		\$75,000			\$25,000
		\$100,000			\$50,000
Automobile Liability		<b>\$0</b>	Auto Phy. Damage	<input checked="" type="checkbox"/>	<b>\$1,000</b>
	<input checked="" type="checkbox"/>	\$500			\$2,500
		\$1,000			\$5,000
		\$2,500			\$10,000
		\$5,000			\$25,000
		\$10,000			\$50,000
		\$25,000			\$75,000
		\$50,000			\$100,000
Law Enforcement	<input checked="" type="checkbox"/>	<b>\$5,000</b>	Public Officials	<input checked="" type="checkbox"/>	<b>\$5,000</b>
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$75,000			\$75,000
		\$100,000			\$100,000
Employment Practices	<input checked="" type="checkbox"/>	<b>\$5,000</b>	Boiler and Machinery Coverage		
		\$10,000	* The deductible for Boiler and Machinery is \$1,000 for Direct Damage and 24 hours for Indirect Damage at the request of the reinsurer. Other options are <b>not available</b> for Boiler & Machinery.		
		\$25,000			
		\$50,000			
		\$75,000			
		\$100,000			

Please return this document with your signed proposal.



**NCACC Risk Management Pools  
Liability and Property**

Quoted on: 5/10/2018

JULY 1, 2018 TO JULY 1, 2019 Renewal Estimate Deductible Adjustment Options	County or Entity:		CAMDEN COUNTY							
	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$75,000	\$100,000	
Liability & Property Line										
PROPERTY	\$0	\$0	\$1,772	\$3,544	\$5,596	\$8,549	\$10,819	\$12,124	\$13,119	
INLAND MARINE	\$0	\$0	\$27	\$57	\$100	\$186	\$276	\$351	\$406	
GENERAL LIABILITY	\$132	\$213	\$298	\$377	\$471	\$646	\$807	\$936	\$1,047	
AUTO LIABILITY	\$524	\$912	\$1,649	\$2,348	\$3,240	\$4,560	\$5,530	\$6,190	\$6,636	
AUTO PHYSICAL DAMAGE	\$0	\$0	\$1,492	\$2,768	\$3,931	\$4,795	\$5,145	\$5,320	\$5,392	
CRIME	\$0	\$0	\$23	\$48	\$85	\$159	\$236	\$300	\$347	
PUBLIC OFFICIALS LIAB.	\$0	\$0	\$0	\$0	\$131	\$389	\$657	\$827	\$935	
LAW ENFORCEMENT LIAB.	\$0	\$0	\$0	\$0	\$463	\$1,376	\$2,325	\$2,930	\$3,310	
EMPLOYMENT PRACTICES LIAB.	\$0	\$0	\$0	\$0	\$72	\$228	\$394	\$496	\$581	

5. Audit Contracts – On file in the Finance Office.

**Motion to approve the Consent Agenda as presented.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Garry Meiggs, Commissioner
<b>AYES:</b>	Meiggs, Krainiak, Munro, Riggs
<b>ABSENT:</b>	White

There were no further matters to come before the Board.

**Motion to adjourn.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Garry Meiggs, Commissioner
<b>AYES:</b>	Meiggs, Krainiak, Munro, Riggs
<b>ABSENT:</b>	White

Chairman Riggs adjourned the meeting of the Board of Commissioners at 11:14 AM.

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Clayton D. Riggs, Chairman  
Camden County Board of Commissioners

ATTEST:

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Karen M. Davis  
Clerk to the Board