CENTRAL PINES
REGIONAL COUNCIL

Central Pines Regional Council
Executive Committee
MEETING AGENDA

Meeting Information

Board Name: Executive Committee

Meeting Date: Wednesday, November 18, 2026

Meeting Time: 6:00 – 8:30 pm *(Meeting will begin immediately following Center for Regional Excellence Board Meeting)*

Location: Virtual

Chair: Susan Evans

Accessibility & Accommodation Notice: Central Pines Regional Council is committed to making all public meetings accessible. Persons with disabilities or who require language assistance are encouraged to contact the Staff Liaison at least 72 hours in advance. TTY users may call 711. Documents are available in alternative formats upon request.

Meeting Agenda

#	Agenda Item	Presenter/Lead	Time
1.	**Call to Order**		Immediately following the adjournment of the Center for Regional Excellence nonprofit Board Meeting
	Call to Order	Susan Evans *Board Chair*	
	Roll Call	Beth Seidel *Board Clerk*	
	Declaration of Quorum	Susan Evans *Board Chair*	
	Get to Know CPRC	Susan Evans *Board Chair*	
2.	**Review of Agenda**		6:20 pm
	Review of Agenda *Chair will approve*	Susan Evans *Board Chair*	
3.	**Presentations & Recognition**		6:25 pm
	CPRC Recognized for Safe Streets for All *Potential Action: None – Information Only*	Matt Day *Transportation Director*	
	CPRC Recognized for Goldston Comprehensive Plan *Potential Action: None – Information Only*	Chris Lawson *Program Manager*	

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	National Association of Regional Councils Supporting Energy and Water Regional Planning and Developmental Proposal *Potential Action: None – Information Only*	Marcy Waters *Resilience Planner*	
4.	**Public Hearing**		
5.	**CPRC Program Spotlight**		
6.	**Business**		6:50 pm
	Approval of 2026 CEDS Annual Interim Report *Potential Action: Place on Consent Agenda*	Lindsay Whitson *Community & Economic Development Director*	
	Appointment of Board Members for the Foreign Trade Zone #93 Rates, Tariff & Legal Review Board *Potential Action: Place on Consent Agenda*	Lindsay Whitson *Community & Economic Development Director*	
	Personnel Policy Update *Potential Action: Place on Consent Agenda*	Jenny Halsey *Deputy Executive Director*	
	Discussion of LPA Agreement Between CPRC and Triangle West TPO *Potential Action: Provide Direction to Staff*	Lee Worsley *Executive Director*	
7.	**Consent Agenda**		7:50 pm
	Consent Agenda Items: a. *Draft Minutes: September 2026* b. *CEDS Annual Interim Report, Resolution #2026-11-01* c. *Appointment of FTZ #93 Board Members, Resolution #2026-11-02* d. *Personnel Policy Update, Resolution #2026-11-03* e. *Budget Amendment 3, Resolution #2026-11-04* f. *Budget Amendment 4, Resolution #2026-11-05*	Susan Evans *Board Chair*	
8.	**Items Removed from Consent Agenda**		
9.	**Chair's Report**		7:55 pm
	Chair's Report *Potential Action: None – Information Only*	Susan Evans *Board Chair*	
10.	**Executive Director's Report**		8:00 pm
	Executive Director's Report *Potential Action: None – Information Only*	Lee Worsley *Executive Director*	
11.	**Around the Region**		8:05 pm
12.	**Other Business**		
	Other Business	Susan Evans	

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	Potential Action:	*Board Chair*	
13.	**Adjournment**		8:15 pm

Central Pines Regional Council Agenda Item Cover Sheet
Executive Committee

Agenda Item Information

Agenda Item Title: CPRC Receives 2026 Excellence in Regional Transportation Award from NADO

Meeting Date: November 18 (Executive Committee)

Agenda Location: Presentations/Recognition

Presenter(s): Matt Day, Transportation Director

Recommendation: None - Information Only

Background Information

Overview/Summary *Use plain language, spell out acronyms, and assume the reader knows nothing about your topic*	Central Pines Regional Council has been awarded a 2026 Excellence in Regional Transportation Award from the National Association of Development Organizations (NADO) for their "Safe Streets for All in the Triangle" project. NADO is a Washington, DC-based association that promotes programs and policies to strengthen local governments, communities, and economies through regional cooperation, program delivery, and comprehensive strategies. The Excellence in Regional Transportation Awards showcase organizations for noteworthy projects and practices in rural and small metropolitan transportation planning, program delivery, and special initiatives. Award winners received national recognition during the 2026 National Regional Transportation Conference in Atlanta, GA this July 20-22.
What communities in our region are impacted?	
Funding (if applicable) *Explain any funding for this item, how it's acquired, allocated, etc.*	

Supporting Documents

Is there any supporting documentation?

- ☒ No
- ☐ Yes (If yes, please list the attachments below)

Central Pines Regional Council Agenda Item Cover Sheet
Executive Committee

Agenda Item Information

Agenda Item Title: CPRC Receives North Carolina Chapter American Planning Association Marvin Collins Award for Comprehensive Planning

Meeting Date: November 18 (Executive Committee)

Agenda Location: Presentations/Recognition

Presenter(s): Chris Lawson, Program Manager

Recommendation: None - Information Only

Background Information

Overview/Summary *Use plain language, spell out acronyms, and assume the reader knows nothing about your topic*	The Marvin Collins Award for Comprehensive Planning is presented annually by the North Carolina Chapter of the American Planning Association (APA-NC). The award recognizes outstanding comprehensive plans that demonstrate excellence, innovation, and meaningful community engagement while establishing a strong vision for future growth and development. One of this year's recipients was the Town of Goldston's Comprehensive Plan, developed by Central Pines Regional Council (CPRC) staff in close coordination with the Town. The plan provides a long-term vision and policy guidance to help Goldston navigate future growth, preserve its community character, and respond to increasing development pressures. This recognition highlights the value of regional collaboration and CPRC's commitment to supporting thoughtful, community-driven planning.
What communities in our region are impacted?	Goldston
Funding (if applicable) *Explain any funding for this item, how it's acquired, allocated, etc.*	

Supporting Documents

Is there any supporting documentation?

- ☒ No
- ☐ Yes (If yes, please list the attachments below)

Central Pines Regional Council Agenda Item Cover Sheet
Executive Committee

Agenda Item Information

Agenda Item Title: National Association of Regional Councils (NARC) Supporting Energy and Water Regional Planning and Development Proposal

Meeting Date: November 18 (Executive Committee)

Agenda Location: Presentations/Recognition

Presenter(s): Marcy Waters, Resilience Planner

Recommendation: None - Information Only

Background Information

Overview/Summary	The proposal, developed by the National Association of Regional Councils (NARC), seeks federal funding to strengthen the capacity of regional planning organizations, including Councils of Governments, to help communities prepare for the impacts of large-scale energy and water users, such as data centers and energy production facilities. If approved, the initiative would provide funding for regional assessments of existing energy and water resources, infrastructure capacity and constraints, utility rate studies, cost-benefit analyses, site readiness evaluations, and public engagement efforts. The proposal aims to help communities make informed decisions about future development while balancing economic opportunities with environmental protection, public health, and utility affordability. CPRC is requesting feedback from the Committee about speaking with congressional delegations to garner congressional support for the proposal.
What communities in our region are impacted?	All
Funding (if applicable)	No funding is currently available – NARC's proposal seeks to secure funding from the federal government for regional planning activities focused on large-scale energy and water users.

Supporting Documents

Is there any supporting documentation?

- ☐ No
- ☒ Yes (If yes, please list the attachments below)

  ATTACHMENT: NARC Energy and Water Leg Proposal-CPRC Strategic Plan Analysis

National Association of Regional Councils Supporting Energy and Water Regional Planning and Development Proposal – Central Pines Regional Council Strategic Plan Analysis

NARC Proposal Overview:

Energy and water impacts don't stop at the borders of a county or town: they create regional impacts that affect neighboring jurisdictions with close environmental and economic ties to the area. Regional Councils are positioned to provide objective, factual information so that communities can chart their own futures. They can evaluate a region's current available energy and water resources, the current users of those resources, as well as plan for future anticipated needs, or actual needs based on community decisions. Congress should balance the needs of national priorities, including generating robust domestic energy production, large-scale industrial development, and maintaining global leadership in emerging technologies, with the needs of local communities who would bear the brunt of any changes and feel the effects most acutely. Therefore, Congress should provide targeted investments and funding to help communities and regions proactively understand their current energy and water capacities. By equipping local and regional partners with planning resources upfront, this initiative would allow communities to assess their energy and water resources and make informed choices based on the needs of their community. The expanded program would provide funding to each regional council, council of government, Economic Development District, or other regional planning agency, to support activities related to infrastructure planning and economic development.

The table below outlines the alignment between the NARC Supporting Energy and Water Regional Planning and Development proposal and the CPRC Strategic Plan. The first column identifies the purpose of each proposed component of the NARC proposal, the second and third columns identify the corresponding CPRC Strategic Plan goals and strategies, and the fourth column explains how each proposal component advances the goals and priorities of the CPRC Strategic Plan.

Table 1. NARC Proposal Purpose Alignment

NARC Proposal Purpose	CPRC Strategic Plan Goal	CPRC Strategic Plan Strategy	Explanation of Alignment
Evaluate the opportunity and impact of large-scale development on energy and water affordability in a regional context	1. **Prosperous and Sustainable Region Goal 2:** Regional coordinator and thought leader around water utility and watershed planning/interconnection	1. **Prosperous and Sustainable Region Goal 2, Strategy B:** Facilitate proactive, sustained regional approaches to water and sewer challenges	Since many communities are concerned about data centers and have moratoriums in place, providing an objective regional assessment helps CPRC support member governments make informed decisions as they consider lifting the moratoriums. Additionally, since there are many regional efforts already underway around water planning, this evaluation can build upon that work and help bring the individual planning efforts together.
	2. **Regional Excellence and Innovation Goal 1:** Establish Central Pines as the region's leading, trusted resource on the issues that most impact local goals, policy, and services	2. **Regional Excellence and Innovation Goal 1, Strategy B:** Understand and respond to member government needs on issue areas	
Objectively assess regional infrastructure capacity and constraints (power, water, transportation, broadband)	1. **Prosperous and Sustainable Region Goal 2:** Regional coordinator and thought leader around water utility and watershed planning/interconnection	1. **Prosperous and Sustainable Region Goal 2, Strategy B:** Facilitate proactive, sustained regional approaches to water and sewer challenges	A regional assessment of infrastructure capacity will help local governments make informed decisions about how these developments will affect the water and energy supply of the region. Since data centers are a common topic amongst member jurisdictions right now, assessing capacity and constraints will respond to needs and concerns of our members.
	2. **Regional Excellence and Innovation Goal 1:** Establish Central Pines as the region's leading, trusted resource on the issues that most impact local goals, policy, and services	2. **Regional Excellence and Innovation Goal 1, Strategy B:** Understand and respond to member government needs on issue areas	

Conduct proactive public engagement to evaluate resources and address concerns before projects are proposed	N/A	N/A	There is not a specific strategic plan goal or strategy aligned with this purpose.
Facilitate early coordination among the public, local governments, utilities, and developers	1. **Connected Places Goal 4:** Facilitate land use and infrastructure planning 2. **Prosperous and Sustainable Region Goal 3:** Support an increase in local and regional investment and capacity to advance community development and economic opportunity	1. **Connected Places Goal 4, Strategy C:** Leverage existing programs to initiate and expand regional land use and infrastructure collaboration 2. **Prosperous and Sustainable Region Goal 3, Strategy C:** Convene stakeholders to build public-private partnerships	Bringing public, government, utility, and development stakeholders together will create opportunities for public-private partnerships, and help align investment decisions made by different organizations with regional infrastructure needs and community priorities. Since water supply coordination is already happening in the region, these efforts can be built upon and new opportunities can be identified.
Identify and ready suitable sites for possible large-scale businesses such as data centers and energy production	1. **Prosperous and Sustainable Region Goal 3:** Support an increase in local and regional investment and capacity to advance community development and economic opportunity	1. **Prosperous and Sustainable Region Goal 3, Strategy D:** Increase Central Pines Regional Council's planning portfolio (current and long-range)	Preparing suitable sites for development will expand economic development across the region, and CPRC can build technical capacity to identify these types of sites across the region. Identifying site opportunities can help communities make informed decisions about where these developments may be appropriate and what planning or infrastructure steps may be needed. Having this led on a regional scale can help avoid conflicts between local governments as they identify sites, and a staff member at CPRC can be trained to undertake these types of analyses
Streamline local approvals by proactively resolving technical and community issues	1. **Connected Places Goal 4:** Facilitate land use and infrastructure planning	1. **Connected Places Goal 4, Strategy D:** Serve as a thought leader for emerging land use issues	Since member jurisdictions will be operating under the same state statutes, CPRC can provide the example ordinances or approval processes that can be replicated across local governments to improve consistency and efficiency.

The table below outlines the alignment between the NARC Supporting Energy and Water Regional Planning and Development proposal and the CPRC Strategic Plan. The first column identifies the key activities suggested within the NARC proposal, the second and third columns identify the corresponding CPRC Strategic Plan goals and strategies, and the fourth column explains how each proposal component advances the goals and priorities of the CPRC Strategic Plan.

Table 2. NARC Proposal Key Activities Alignment

NARC Proposal Key Activities	CPRC Strategic Plan Goal	CPRC Strategic Plan Strategy	Explanation of Alignment
Conduct cost-benefit analyses that weigh tax income, jobs created, and economic development against environmental harm, necessary environmental mitigation strategies, public health impacts, and the cost of upgrading infrastructure	1. **Prosperous and Sustainable Region Goal 3:** Support an increase in local and regional investment and capacity to advance community development and economic opportunity	1. **Prosperous and Sustainable Region Goal 3, Strategy E:** Develop research items on barriers to economic opportunity	A consistent, region-wide review would give member governments a consistent foundation to make decisions when faced with development proposals and moratorium considerations. This supports the strategic plan policy because the negative impacts of data centers can limit their construction, potentially reducing investments in communities. Understanding how environmental concerns and constraints might be barriers to economic opportunity in the context of data center and energy development is important.
Conduct regional assessments/inventories of the region's current energy and water capacity and users	1. **Connected Places Goal 4:** Facilitate land use and infrastructure planning	1. **Connected Places Goal 4, Strategy D:** Serve as a thought leader for emerging land use issues	A current inventory would give CPRC and its members a baseline to assess proposed developments and future demand. That baseline can help identify issues early and support CPRC's role in guiding regional discussions with consistent information rather than isolated data points.
Conduct rate studies of energy and water utilities to provide objective information for decision-making	1. **Connected Places Goal 4:** Facilitate land use and infrastructure planning	1. **Connected Places Goal 4, Strategy E:** Develop a proposal for the CPRC Board of Delegates' consideration to provide water/sewer rate studies for local government members	Rate studies would give member governments a clearer understanding of how utility costs may affect residents, businesses, and future development. This directly aligns with Connected Places Goal 4, Strategy E which proposes providing rate studies for local governments.
Coordination of, including studies for, long-term service capacity for regional energy and water needs, in order to strengthen the reliability and affordability of these critical public systems	1. **Connected Places Goal 4:** Facilitate land use and infrastructure planning	1. **Connected Places Goal 4, Strategy B:** Facilitate stakeholders to strengthen investment in regional infrastructure and increase the implementation of regional water and sewer partnerships 2. **Connected Places Goal 4, Strategy C:** Leverage existing programs to initiate and expand regional land use and infrastructure collaboration 3. **Connected Places Goal 4, Strategy D:** Serve as a thought leader for emerging land use issues	Understanding future service demand and capacity would allow communities to plan proactively and provide CPRC with the opportunity to serve as a thought leader on these issues. This directly advances proactive regional water and sewer planning by helping jurisdictions coordinate constraints, priorities, and potential solutions.

	2. **Prosperous and Sustainable Region Goal 2:** Regional coordinator and thought leader around water utility and watershed planning/interconnection	2. **Prosperous and Sustainable Region Goal 2, Strategy E:** Facilitate proactive, sustained regional approaches to water and sewer challenges	
Conduct site readiness assessments (zoning, environmental constraints, access, utilities)	1. **Prosperous and Sustainable Region Goal 3:** Support an increase in local and regional investment and capacity to advance community development and economic opportunity	1. **Prosperous and Sustainable Region Goal 3, Strategy D:** Increase Central Pines Regional Council's planning portfolio (current and long-range)	Site-readiness assessments would help local governments move from broad development goals to specific, actionable planning decisions. This includes identifying which sites are viable, what barriers need to be addressed, and what investments are necessary. This could be an expansion of CPRC's planning services; CPRC could provide technical services for conducting site readiness assessments for local governments.
Conduct infrastructure gap analyses with cost estimates and implementation strategies	1. **Regional Excellence and Innovation Goal 3:** Advance collaboration among public institutions, community-based partners, and government agencies, to improve effective, efficiency, and reduce duplication	1. **Regional Excellence and Innovation Goal 3, Strategy B:** Equip decision makers with tools to make impactful regional decisions at the local level	A gap analysis supports the strategic plan's emphasis on equipping leaders to make regional decisions and helps agencies coordinate responsibilities, prioritize investments, and avoid duplication of efforts.
Conduct public engagement processes to reduce uncertainty, provide information, and receive feedback from the public, local elected officials, and local stakeholders	1. **Prosperous and Sustainable Region Goal 2:** Regional coordinator and thought leader around water utility and watershed planning/interconnection	1. **Prosperous and Sustainable Region Goal 2, Strategy E:** Facilitate proactive, sustained regional approaches to water and sewer challenges	Engagement opportunities support the strategic plan because using the feedback to shape priorities can strengthen regional approaches and help CPRC identify regional concerns outside of strict technical analyses.
Deliver analyses and assessments to local elected officials and local government staff in order to make informed decisions	1. **Connected Places Goal 4:** Facilitate land use and infrastructure planning 2. **Prosperous and Sustainable Region Goal 2:** Regional coordinator and thought leader around water utility and watershed planning/interconnection	1. **Connected Places Goal 4, Strategy D:** Serve as a thought leader for emerging land use issues 2. **Prosperous and Sustainable Region Goal 2, Strategy E:** Facilitate proactive, sustained regional approaches to water and sewer challenges	Sharing analyses with local decision makers would help communities understand how local decisions connect to regional watershed and utility challenges. These types of analyses can also be an opportunity to expand CPRC's planning portfolio.
Conduct developer-community coordination sessions to align expectations early	1. **Prosperous and Sustainable Region Goal 3:** Support an increase in local and regional investment and capacity to advance community development and economic opportunity	1. **Prosperous and Sustainable Region Goal 3, Strategy C:** Convene stakeholders to build public-private partnerships	These sessions would create an opportunity for developers and communities to clarify needs, constraints, and concerns before time or resources are committed, and can build the relationships necessary to move development forward in a way that is agreeable to everyone. Public-private partnerships can be developed to advance the reliability and affordability of water and energy infrastructure.

Develop local permitting roadmaps that clarify timelines and approval pathways	1. **Connected Places Goal 4:** Facilitate land use and infrastructure planning 2. **Regional Excellence and Innovation Goal 3:** Advance collaboration among public institutions, community-based partners, and government agencies, to improve effective, efficiency, and reduce duplication	1. **Connected Places Goal 4, Strategy D:** Serve as a thought leader for emerging land use issues 2. **Regional Excellence and Innovation Goal 3, Strategy B:** Equip decision makers with tools to make impactful regional decisions at the local level	Developing roadmaps would help agencies identify their roles and reduce overlap in approval processes.
Study, produce guidelines, and address decommissioning timelines that address and mitigate "future brownfields" concerns of potential business sites	1. **Connected Places Goal 4:** Facilitate land use and infrastructure planning	1. **Connected Places Goal 4, Strategy D:** Serve as a thought leader for emerging land use issues	This activity allows CPRC to help local governments address emerging land-use challenges and make more informed long-term decisions about potential sites.

Central Pines Regional Council Agenda Item Cover Sheet
Executive Committee

Agenda Item Information

Agenda Item Title: Approval of 2026 CEDS Annual Interim Report

Meeting Date: November 18 (Executive Committee)

Agenda Location: Business

Presenter(s): Lindsay Whitson, Community and Economic Development Director

Recommendation: Place on Consent Agenda

Background Information

Overview/Summary *Use plain language, spell out acronyms, and assume the reader knows nothing about your topic*	Central Pines Regional Council's Comprehensive Economic Development Strategy (CEDS) is a regional blueprint for community and economic development in the region. As the designated Economic Development District (EDD), Central Pines is required by the Economic Development Administration (EDA) to update the CEDS every five years, with an interim report approved annually. Community and Economic Development Director Lindsay Whitson will share some of the accomplishments achieved over the last year, in alignment with the 2021 to 2025 CEDS. Greater details can be found in the final report. It is asked that the Executive Committee sign the included resolution in support of this year's interim CEDS report.
What communities in our region are impacted?	All communities in the Central Pines region are impacted.
Funding (if applicable) *Explain any funding for this item, how it's acquired, allocated, etc.*	Central Pines has received a three-year grant agreement from the Economic Development Administration (EDA) to update, maintain, and implement the CEDS. The current grant agreement's term is January 1, 2025 through December 31, 2027.

Supporting Documents

Is there any supporting documentation?

- ☐ No
- ☒ Yes (If yes, please list the attachments below)
  - CEDS Interim Update
  - Resolution

CENTRAL PINES
REGIONAL COUNCIL

Strength in Numbers

2026 CEDS Interim Report

Comprehensive Economic Development Strategy
October 1, 2025 - September 30, 2026

Prepared by Central Pines Regional Council

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Section 1: What is Strength in Numbers?

Central Pines Regional Council's (CPRC) 2021–2026 Comprehensive Economic Development Strategy (CEDS), Strength in Numbers, has three main objectives:

- Build regional capacity;
- Guide economic prosperity & resilience; and
- Encourage regional collaboration through partnerships & investments.

Because rapid growth is occurring across the Central Pines region, a coordinated economic strategy is essential to ensure that development is sustainable and balanced for all communities. Strength in Numbers is strategy-driven and is critical to maintain a robust, regional economic ecosystem.

As the region's Economic Development District (EDD), CPRC is tasked with overseeing the strategy's maintenance and implementation. Strength in Numbers is an important prerequisite to receive recognition as an EDD and strengthens applications for funding and investments in the region. The strategy is updated on a five-year cycle with annual progress reports published during interim years. Strength in Numbers was created digitally on ArcGIS Story Map and may be viewed at CPRC 2021-2026 Strength in Numbers. The following interim report highlights key activities performed over the past federal fiscal year, extending from October 1, 2025 to September 30, 2026.

Section 2: Framework

Strength in Numbers has five goals centered around one common theme – Fostering Economic Opportunity. All strategies and action plans include an emphasis on resilience, amplifying the economic growth of the region, while being sensitive to areas experiencing trends of disinvestment.

Table 1. Strength in Numbers goals

Goal	Focus area
Goal 1	Business Retention, Expansion & Innovation
Goal 2	Robust Infrastructure
Goal 3	Workforce Development
Goal 4	Connected & Vibrant Places
Goal 5	Economic Resilience

Section 3: Economic Activity

The Central Pines region continues to be recognized as one of the fastest-growing regions in the country. Rapid growth is experienced among urban, suburban, and rural areas alike, resulting in many economic successes. However, such growth also brings unique challenges, such as capacity constraints at the local government level, inadequate inventory of viable and updated infrastructure to meet demand, and scarcity of human services and essential basic needs.

Additionally, one of the region's greatest challenges continues to be a widening income, wealth, and health gap. This gap was magnified by the COVID-19 pandemic and an influx of newcomers, which has played an influential role in raising the standard of living. Such population and economic growth are not projected to slow down in the region, and the CEDS can be used as a supplemental tool to help the region respond both intentionally and responsibly.

Section 4: 2026 Implementation

CEDS implementation activities demonstrate CPRC's role in **building local capacity, coordinating regional solutions, and positioning communities for future investment**. The U.S. Economic Development Administration's (EDA) support allows CPRC to move beyond responding to individual funding opportunities and provide proactive project development assistance, particularly for smaller communities with limited internal capacity, while advancing EDA's five priority areas:

1. Critical Infrastructure
2. Workforce Development
3. Innovation and Entrepreneurship
4. Manufacturing
5. Economic Recovery and Resilience

Highlights of work conducted from October 1, 2025 through September 30, 2026, under CPRC's EDD, are summarized below. The summaries also acknowledge which EDA investment area(s) they represent.

Table 2. FY 2026 projects by EDA investment priority

Project	CI	WD	IE	MFG	ERR
Grant Development and Support for Smaller Communities	X	X	X	X	X
Regional Housing Strategy and Economic Competitiveness		X			X
Strategic Project Development and Local Capacity Building	X	X	X	X	X
Resilience and Hazard Mitigation Capacity	X	X			X
Utility Capacity and Financial Sustainability	X				X
Regional Water and Wastewater Coordination	X				X
Regional Solid Waste Planning	X	X			X
Alignment with CPRC's Updated Strategic Plan	X	X	X	X	X

CI = Critical Infrastructure; WD = Workforce Development; IE = Innovation and Entrepreneurship; MFG = Manufacturing; ERR = Economic Recovery and Resilience

Grant Development and Support for Smaller Communities

CPRC continued to provide technical assistance and grant development support to communities of all sizes. This included supporting the Town of Chapel Hill's EDA application, which is still under review by EDA. The application is seeking funding for an implementation-focused economic development plan designed to catalyze private investment, strengthen economic resilience, and generate high-quality jobs along one of the region's most strategic growth corridors (North-South Bus Rapid Transit Corridor). The proposed project responds directly to economic vulnerabilities highlighted by Tropical Storm Chantal. CPRC staff also assisted the Towns of Broadway and Princeton with grant applications designed to address local infrastructure and community development needs. CPRC's support led to Princeton receiving over $80,000 to revitalize a two-acre plot that will house the new Princeton Community Center. This list is not exhaustive of the last federal fiscal year.

Additionally, CPRC staff offered grant administrative services throughout the year, including an in-depth training on how to compliantly administer federal and state funded grant awards. This is an area that many local governments have identified as needing training opportunities for their staff, and EDA's investment in CPRC's EDD affords more capacity to be able to offer these types of training and technical assistance.

*****Grant Development and Support for Smaller Communities*** *relates to all five of EDA's investment priorities.*

Regional Housing Strategy and Economic Competitiveness

Housing affordability, supply, and preservation remain significant challenges across the region and are increasingly interconnected with economic and workforce development. Employers' ability to attract and retain workers depends, in part, on the availability of appropriate and affordable housing. In response, CPRC has begun analyzing existing local housing plans and strategies across the region to identify common needs, gaps, and opportunities for regional solutions that can strengthen housing stability while supporting economic and workforce outcomes. This review will be completed in fall 2026 and will help CPRC's members create shared priorities to develop a coordinated regional approach to housing that supports workforce attraction, retention, and long-term economic competitiveness.

CPRC continues to leverage other programs focused on housing rehabilitation and preservation to further support the EDD. CPRC administers and deploys home repair programs across Chatham, Durham, Lee, Wake, and Harnett counties, supporting efforts to preserve the region's existing housing stock and address critical repair needs. CPRC is also expanding its housing preservation portfolio to include Cumberland County, increasing the geographic reach of these services. These programs are important to the regional economy because they protect the existing housing stock, support workforce stability, and generate local spending and jobs. EDA's investment allows the EDD to have increased capacity to seek out different opportunities that allow staff and local governments to engage in additional private and public investments for home repair.

**__Regional Housing Strategy and Economic Competitiveness__ relates to the following EDA investment priorities: Workforce Development, and Economic Recovery and Resilience.*

Strategic Project Development and Local Capacity Building

CPRC continued to provide strategic project development, planning and zoning support, and grant assistance to member governments of all sizes. EDA's investment enhances CPRC's capacity to proactively help communities develop well-defined projects, advance planning initiatives, implement programs, and identify capital needs in alignment with community priorities. This assistance strengthens local capacity and positions communities to compete more effectively for additional public and private investment.

**__Strategic Project Development and Local Capacity Building__ relates to all five of EDA's investment priorities.*

Resilience and Hazard Mitigation Capacity

CPRC, in partnership with three Metropolitan Planning Organizations (MPOs) and Duke University, applied to the U.S. Department of Transportation's (USDOT) Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) program. The proposed

initiative would develop a regional surface transportation resilience strategy focused on protecting critical infrastructure and strengthening the region's ability to anticipate and respond to transportation vulnerabilities. EDA's investment provided additional capacity for CPRC to coordinate across regional partners and develop a competitive, collaborative application.

Additionally, CPRC staff began assessing resilience and hazard mitigation needs among smaller local governments through targeted interviews. This work is intended to document existing local efforts, identify capacity and resource gaps, and determine where CPRC can provide technical assistance, coordination, planning support, or other regional resources. The assessment will help establish a clearer framework for strengthening resilience and hazard mitigation capacity among communities that may have limited internal staff or resources. This work is imperative because of the increased intensity and frequency of storms and flooding the region continues to experience, which has significant impacts on the workforce and local and regional economies.

*****Resilience and Hazard Mitigation Capacity*** *relates to the following EDA investment priorities: Critical Infrastructure, Workforce Development, and Economic Recovery and Resilience.*

Regional Water and Wastewater Coordination

Staff continued to support regional water and wastewater partnerships focused on projecting future infrastructure needs, evaluating demands on existing systems, and strengthening regional monitoring and coordination related to emerging contaminants. These efforts support more informed infrastructure planning and help communities prepare for future growth, regulatory requirements, and system demands. CPRC provides regional support for these programs, which allows for cost efficiency, multijurisdictional planning, and consistent data collection among participating communities. These projects are significantly important to the region since well-maintained water infrastructure and adequate system capacity supports sustainable economic development – especially as the region continues to grow.

*****Regional Water and Wastewater Coordination*** *relates to the following EDA investment priorities: Critical Infrastructure, and Economic Recovery and Resilience.*

Regional Solid Waste Planning

CPRC continued activities aligned with the goals and priorities established through the Regional Solid Waste Consortium. This included advancing a Request for Proposals (RFP) process to select a qualified vendor to conduct a regional solid waste needs assessment. Although the RFP is being paid for out of another funding source and not EDA, the assessment will examine current and future infrastructure needs as well as potential workforce challenges. The findings will help inform cross-jurisdictional planning, investment priorities, and implementation strategies for solid waste

management across the region. CPRC's EDD will help to advance some of the recommendations outlined in the assessment.

**__Regional Solid Waste Planning__ relates to the following EDA investment priorities: Critical Infrastructure, Workforce Development, and Economic Recovery and Resilience.*

Alignment with Central Pines Regional Council's Updated Strategic Plan

CPRC adopted a new Strategic Plan that went into effect on July 1, 2026. One of the new plan's goals is: *Support an increase in local and regional investment and capacity to expand assets that advance community development and economic opportunity.* This goal is in alignment with CPRC's CEDS and the technical support that CPRC's EDD provides. This alignment is recognized because the CEDS is a central document that helps to guide a lot of the work that CPRC conducts, so continuity between the two documents is imperative.

**__Alignment with Central Pines Regional Council's Updated Strategic Plan__ relates to all five of EDA's investment priorities.*

Section 5: Evaluation

The evaluation process allows CPRC and the region to reflect on implementation of the CEDS in FY 2026. Evaluation allows for adjustments to be made for improvement, and to continue to build momentum where able. CPRC leverages EDA's partnerships and other federal, state, and local programs to build upon the five themes below.

Table 3. Evaluation themes

Theme	Description
Partnership Building	Utilized to reduce duplication, leverage investment, and execute greater intentionality with implementation efforts.
Strategic Planning & Foresight	Instilling proactivity can establish a more unified sense of direction and improve responses to changing environments.
Capacity Building	Processes and implementation derived from the CEDS result in building internal and external capacity, strengthening local and regional communities and economies.
Member Government Support	The CEDS aligns with the regional plans and the needs of CPRC's 50 member governments and regional partners, to define locally driven, regional strategies.
Data-Informed	Measurement of performance metrics helps to guide the CEDS process, focusing on quantitative data and impactful experiences uncovered through storytelling.

Section 6: What's Next?

In January 2027, the full rewrite of the region's CEDS will start, ensuring its alignment with current regional plans already adopted, in addition to CPRC's Strategic Plan. Additionally, the updated CEDS will leverage CPRC's programs and resources mentioned throughout this report. With this full update, CPRC imagines some of the strategies looking different, and creating a process to track performance metrics in a more intentional and measurable way. CPRC will also continue to engage with local governments and regional partners to acquire greater public investment, which will undoubtedly spur additional private investment. Because of CPRC's partnership with EDA, CPRC can significantly expand capacity throughout the region, which is deemed critical support for smaller, rural communities.

Acknowledgements

CPRC extends its sincere gratitude to EDA for its continued partnership and guidance. EDA's support made the work highlighted in this report possible and strengthens CPRC's ability to expand economic opportunity across the seven-county region.

CENTRAL PINES
REGIONAL COUNCIL

Resolution #2026-11-01



A RESOLUTION IN SUPPORT OF THE 2026 ANNUAL INTERIM REPORT FOR *STRENGTH IN NUMBERS:* *A REGIONAL PLAN FOR ECONOMIC RESILIENCE & PROSPERITY*

WHEREAS, Central Pines Regional Council serves local governments within Chatham, Durham, Johnston, Lee, Moore, Orange, and Wake Counties; and

WHEREAS, Central Pines Regional Council has prioritized regional economic development and;

WHEREAS, evaluation and analysis of the strategy's action plans are used to promote economic development in alignment with other local, regional, and state planning processes

WHEREAS, Central Pines Regional Council supports the CEDS implementation efforts that have emerged throughout 2026 – to further the strategy's intent to build regional capacity, guide economic resiliency and prosperity, and leverage partnerships.

NOW, THEREFORE, BE IT RESOLVED THAT Central Pines Regional Council hereby adopts the 2026 Annual Interim Report for CPRC's regional economic development strategy, *Strength in Numbers: A Regional Plan for Economic Resilience & Prosperity*, and the strategy's implementation efforts set forth therein.

Passed this 18th day of November 2026 by the Central Pines Regional Council Executive Committee.

Signed: Attest:

By: _____
Susan P. Evans, Chair
Central Pines Regional
Council Board of Delegates

By: _____
Beth Seidel
Central Pines Regional Council
Clerk to the Board

Central Pines Regional Council Agenda Item Cover Sheet
Executive Committee

Agenda Item Information

Agenda Item Title: Appointment of Board Members for the Foreign Trade Zone #93 Rates, Tariff & Legal Review Board

Meeting Date: November 18 (Executive Committee)

Agenda Location: Business

Presenter(s): Lindsay Whitson, Community and Economic Development Director

Recommendation: Place on Consent Agenda

Background Information

Overview/Summary *Use plain language, spell out acronyms, and assume the reader knows nothing about your topic*	Central Pines Regional Council is the grantee and administrator of Foreign Trade Zone (FTZ) #93, which is governed by the Foreign Trade Zone #93 Rates, Tariff & Legal Review Board. The Foreign Trade Zone #93 Rates, Tariff & Legal Review Board has recommended the appointment of Kathleen Ferguson (Town of Hillsborough) to join the Board, in addition to the reappointment of McKinley Person (Warren County), Shirreef Loza (International Trade Administration), Robert Handfield (North Carolina State University), Tammie Hall-Roberts (Durham County and RDU Airport Authority – Chair). Board terms are for three years.
What communities in our region are impacted?	FTZ #93 services a 15-county region, including all 7 counties in the CPRC service area.
Funding (if applicable) *Explain any funding for this item, how it's acquired, allocated, etc.*	Funding for this program is acquired through annual rates paid for by the operators. Rates used follow the FTZ #93 Fee Schedule.

Supporting Documents

Is there any supporting documentation?

- ☐ No
- ☒ Yes (If yes, please list the attachments below)
    - Resolution

CENTRAL PINES
REGIONAL COUNCIL



Resolution #2026-11-02

A RESOLUTION IN SUPPORT OF THE APPOINTMENT OF BOARD MEMBERS TO THE FOREIGN TRADE ZONE #93 RATES, TARIFF & LEGAL REVIEW BOARD

WHEREAS, Central Pines Regional Council serves local governments within Chatham, Durham, Johnston, Lee, Moore, Orange, and Wake Counties; and

WHEREAS, Central Pines Regional Council serves as the grantee and administrator for the FTZ #93 Rates, Tariff & Legal Review Board;

WHEREAS, the FTZ #93 Rates, Tariff & Legal Review Board makes regulatory decisions for new businesses to join the zone;

WHEREAS, the FTZ #93 Rates, Tariff & Legal Review Board has recommended the appointment of Kathleen Ferguson, Commissioner for the Town of Hillsborough, and the reappointment of McKinley Person (Warren County), Shirreef Loza (International Trade Administration), Robert Handfield (North Carolina State University), and Tammie Hall-Roberts (Durham County and RDU Airport Authority – Chair).

NOW, THEREFORE, BE IT RESOLVED THAT Central Pines Regional Council hereby approves the appointment and reappointment of the above-mentioned board members to serve on the FTZ #93 Rates, Tariff & Legal Review Board.

Passed this 18th day of November 2026 by the Central Pines Regional Council Executive Committee.

Signed:

By: _____
Susan P. Evans, Chair
Central Pines Regional Council
Board of Delegates

Attest:

By: _____
Beth Seidel
Central Pines Regional Council
Clerk to the Board

Central Pines Regional Council Agenda Item Cover Sheet
Executive Committee

Agenda Item Information

Agenda Item Title: Personnel Policy Update

Meeting Date: November 18 (Executive Committee)

Agenda Location: Business

Presenter(s): Lee Worsley, Executive Director and Jenny Halsey, Deputy Executive Director

Recommendation: Place on Consent Agenda

Background Information

Overview/Summary *Use plain language, spell out acronyms, and assume the reader knows nothing about your topic*	The CPRC Senior Leadership Team (SLT) conducts a comprehensive review of the Personnel Policy annually to ensure that it remains current, consistent with best practices, and aligned with applicable laws and organizational priorities. Based on this review, CPRC staff recommends the following updates for consideration by the Executive Committee. The proposed revisions to the Personnel Policy include both substantive and clarifying updates across several sections: • Working Titles: Updated to include that a request for a CPRC working title must be sent in memo form to the Executive Director for approval. • Performance Pay: Clarifying that upward movement needs to be documented in an employee's annual and mid-year evaluations. • Recruitment: Removing that applications in reserve file must be a for a period of two years and replacing "in accordance with the North Carolina Retention and Disposition Schedule." • Service on Boards, Commissions, and Committees: Addition of a new section to ensure that employees services on these bodies do not interfere with CPRC responsibilities and that the Executive Director must approve prior to applying or accepting an appointment by a local government. • Employee Benefits: Removed the health insurance reimbursement terms for employees not on CPRC insurance to cease June 30, 2025, due to no longer being relevant. • Separation: Addition to section to align with CPRC's Purchasing Policy on unapproved purchasing expense becomes the employee's responsibility at the time of any type of separation.

What communities in our region are impacted?	N/A
Funding (if applicable) *Explain any funding for this item, how it's acquired, allocated, etc.*	N/A

Supporting Documents

Is there any supporting documentation?

- ☐ No
- ☒ Yes (If yes, please list the attachments below)
  - Personnel Policy
  - Resolution

CENTRAL PINES
REGIONAL COUNCIL

Personnel Policy

Proposed Effective November ~~20, 2025~~19, 2026

Welcome to Central Pines Regional Council!

We're so excited to have you join our team! At Central Pines Regional Council, we believe our region thrives when we come together with a shared vision and a plan for the future and now, you're part of that journey.

Since 1959, we've been quietly shaping the physical, economic, and environmental infrastructure of our region. From planning for growth and improving transportation to supporting aging residents and preparing for natural disasters, our work helps communities tackle big challenges they can't solve alone.

As a new member of our team, you're joining a group that's all about collaboration, innovation, and resilience. We work closely with municipalities and counties across Chatham, Durham, Johnston, Lee, Moore, Orange, and Wake counties, acting as an extension of their staff and helping them make smarter decisions, save money, and improve quality of life.

You'll find that we're not just a workplace, we're a hub of support, learning, and partnership. Whether you're diving into a new project or connecting with local leaders, your contributions will help strengthen our region and make a real impact.

Welcome aboard, we're glad you're here!

Warmly,

Lee Worsley, Executive Director

Central Pines Regional Council

PERSONNEL POLICY

BE IT RESOLVED by the Board of the Central Pines Regional Council that the following policies apply to the appointment, classification, benefits, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the Central Pines Regional Council.

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ARTICLE I. GENERAL PROVISIONS

Section 1. Purpose of the Policy

The purpose of this policy is to establish a personnel system that will promote a fair and effective means of employee recruitment and selection; develop and maintain an effective and responsible work force; and provide the means for removal of unsatisfactory employees. This policy applies to all CPRC employees except as may be otherwise provided by written agreement.

Section 2. At Will Employment

Nothing in this policy creates an employment contract or term between the CPRC and its employees. No person has the authority to grant any employee any contractual rights of employment. All employees of the CPRC are considered "at will" employees, which means that employees are free to leave the CPRC's service at any time and that employees may be terminated at any time for any lawful reason.

Section 3. Merit

All appointments and promotions shall be made solely on the basis of merit. All positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and the same salary range. No applicant for employment or employee shall be deprived of employment opportunities or otherwise adversely affected as an employee because of such individual's race, religion, color, national origin, ethnicity, sex, pregnancy, gender identity or expression, sexual orientation, age, political affiliation, National Guard or veteran status, genetic information, or disability.

Section 4. Responsibilities of the CPRC Board of Delegates

The CPRC Board of Delegates shall be responsible for approving the personnel policy, the position classification plan, and the pay plan, and may change the policies and benefits, as necessary. The Board of Delegates shall appoint the Executive Director and periodically evaluate their performance.

Section 5. Responsibilities of the CPRC Executive Director

The CPRC Executive Director shall be responsible to the CPRC Board of Delegates for the administration and technical direction of the personnel program. The CPRC Executive Director is authorized to hire, discipline, and dismiss employees in keeping with these policies. The Executive Director is responsible for recommending the pay and classification plan for Board approval.

The CPRC Executive Director also has authority over the following functions:

A. Recommending rules and revisions to the personnel system to the CPRC Board of Delegates for consideration;
B. Preparing and recommending necessary revisions to the pay plan;
C. Determining which employees shall be subject to the overtime provisions of the Fair Labor Standards Act;
D. Determining the design of the organization chart and designating which positions serve as department heads;
E. Developing and administering such recruitment programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the CPRC;
F. Adopting rules and regulations to further implement this personnel policy;
G. Designating an employee to carry out the responsibilities of the Human Resources Officer; and
H. Performing such other duties as may be assigned by the CPRC Board of Delegates.

Section 6. Application of Policies, Plan, Rules, and Regulations

The personnel policy and all rules and regulations adopted pursuant thereto shall be binding on all CPRC employees except as may be otherwise provided by written agreement or by action of the Board. An employee violating any of the provisions of this policy shall be subject to appropriate disciplinary action up to and including dismissal, as well as referral to law enforcement if criminal wrongdoing is suspected.

Section 7. Definitions

For the purposes of this policy, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Allocated Position: A position approved by the Board of Delegates and assigned a specific job title, salary grade, salary range, duties, and minimum qualifications in the classification and pay plans.

Authorized Position: An allocated position that is funded. Appointments to authorized positions are made through a competitive selection process. All CPRC positions are subject to budget review and approval each year by the Board of Delegates.

Continuous Service: Employment with the CPRC without a break in service, not including family and medical leave absence. Continuous service in regard to the Health Insurance for Retirees only includes regular full-time employees.

Exempt: A person excluded from the minimum wage and maximum hour requirements of the Fair Labor Standards Act (hereinafter the "FLSA") as set forth therein.

Grievance: A written claim or complaint by an employee based upon an event or condition that affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment expectations.

Immediate Family: The employee's spouse, child, parent or step-parent, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law or father-in-law, or guardian. Step relationships of the previous list are also part of this definition.

Non-Exempt: A person subject to the overtime provisions requirements of the FLSA as set forth therein.

Pay Status: A designation for an employee that is working or is on paid leave (vacation leave or sick leave). An employee on unpaid leave is not in pay status.

Probationary Employee: A person appointed or promoted to a regular full-time or part-time authorized position who has not successfully completed the designated probationary period.

Probationary Period: The initial six (6) months of employment or promotion representing the period of observable work performance to determine the suitability and ability of the employee to satisfactorily perform the duties and responsibilities of the position. The Probationary Period may be extended up to an additional six (6) months but shall not exceed twelve (12) months.

Regular Full-Time Employee: A person appointed to a full-time authorized position, for which a workweek equals 37.5 or more hours.

Regular Part-Time Employee: A person appointed to a part-time authorized position and who normally works less than 37.5 hours per workweek.

Temporary Employee: An individual hired to provide supplemental assistance, to fill a temporary vacancy, or to provide project support when there is no reasonable expectation that project funding will be on-going; many work on a seasonal or short-term basis. Temporary employees are paid on an hourly basis only for hours actually worked, may not work more than 37.5 hours per workweek, and must work less than 1000 hours in a one-year period.

Trainee An employee status when an applicant is hired (or employee promoted) who does not meet all the requirements for the position. During the duration of a trainee appointment, the employee is on probationary status.

ARTICLE II. POSITION CLASSIFICATION PLAN

Section 1. Purpose

The position classification plan provides a complete inventory of all allocated positions in the CPRC service, and an accurate description and specification for each class of employment. The plan standardizes job titles, each of which is indicative of a definite range of duties and responsibilities.

Section 2. Composition of the Position Classification Plan

The classification plan shall consist of:

A. a grouping of positions in classes which are approximately equal in difficulty and responsibility, which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
B. class titles descriptive of the work of the class;
C. written job descriptions for each class of positions; and
D. an allocation list showing the class title of each position.

Section 3. Use of the Position Classification Plan

Class specifications shall describe the type and scope of work performed, but additional duties may be assigned by the supervisor and/or Executive Director. The classification plan shall be used:

A. as a guide for recruiting and examining applicants for employment;
B. in determining lines of promotion and in developing employee training programs;
C. in determining the salary to be paid for various types of work;
D. in determining personnel costs for departmental budgets; and
E. in providing uniform job terminology.

Section 4. Administration of the Position Classification Plan

The CPRC Executive Director shall ~~insure~~ensure a periodic review of portions of the classification plan and recommend appropriate changes to the Board of Delegates.

Section 5. Authorization of the Position Classification Plan

The CPRC Executive Director shall recommend placement of each allocated position to the appropriate class in the classification plan. The position classification plan shall be approved by

the CPRC Board of Delegates and maintained by the Human Resources Officer. Copies will be available to all the CPRC employees for review upon request.

New positions shall be established upon recommendation of the CPRC Executive Director and approval of the CPRC Board of Delegates, after which the CPRC Executive Director shall either allocate the new position into the appropriate existing class or revise the position classification plan to establish a new class to which the new position may be allocated.

Section 6. Request for Reclassification

Any department head who considers a position within their department to be misclassified, shall submit a written request for reclassification to the Human Resources Officer.

Upon receipt of such request, the Human Resources Officer shall study the request, determine the merit of the reclassification request, and recommend to the Executive Director any necessary revisions to the classification of the position.

Section 7. Working Titles

Working titles for staff indicate an employee's functional responsibility, particularly when the classification title alone is not sufficiently descriptive. Classification titles are broad and are used to distinguish a grouping of similar positions across a variety of settings, whereas a working title is specific to an actual position and more accurately represents the scope of a position to potential candidates.

The request for CPRC working titles must be sent in a memo to t~~T~~he Executive Director ~~must approve all CPRC working titles.~~for approval.

ARTICLE III. THE PAY PLAN

Section 1. Definition

The pay plan includes the basic salary schedule and the "Assignment of Classes to Grades and Salary Ranges" adopted by the CPRC Board of Delegates. The salary schedule consists of amounts for minimum, midpoint and maximum rates of pay for all classes of positions.

Section 2. Administration and Maintenance

The CPRC Executive Director shall be responsible for the administration and maintenance of the pay plan. All employees covered by the pay plan shall be paid at a rate within the salary range established for the respective position classification, except for employees in trainee status or employees whose existing salaries are above the established maximum rate following transition to a new pay plan.

The purpose of the pay plan is to provide equitable compensation for all positions reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the relevant labor market, the impacts of inflation, the financial conditions of the CPRC, and other factors. To this end, from time to time the Executive Director shall make comparative studies of all factors affecting the level of salary ranges and will recommend to the CPRC Board of Delegates such changes in salary ranges as appear to be pertinent. Such assignments will be made by increasing or decreasing the assigned salary grade for the class when the action is approved by the CPRC Board of Delegates.

Section 3. Starting Salaries

Starting salaries will generally be set at the bottom of the salary range applicable to the position, unless a higher salary is approved by the Executive Director based on the applicant's exceptional qualifications, organizational, market, internal equity and budgetary considerations.

Section 4. Trainee Designation and Provisions

Applicants being considered for employment or CPRC employees who do not meet all of the requirements for the position for which they are being considered may be hired, promoted, demoted, or transferred to a "trainee" status. In such cases, a plan for training, including a time schedule, must be prepared by the department head.

"Trainee" salaries shall be one or two grades below the minimum salary established for the

position for which the person is being trained. A new employee designated as "trainee" shall concurrently serve a probationary period. However, probationary periods shall be no less than six months and trainee periods may extend from three to eighteen months. A trainee shall remain a probationary employee until the trainee period is satisfactorily completed. The supervisor will recommend to the department head and Executive Director when the trainee has successfully completed the trainee period.

If the training is not successfully completed to the satisfaction of the supervisor, the trainee shall be transferred, demoted, or dismissed. If the training is successfully completed, the employee shall be paid at least at the minimum rate established for the position for which the employee was trained.

Section 5. Probationary Pay Increases

Probationary employees shall receive a 5% salary increase upon successful completion of the probationary period as described in Article IV Section 4 of this policy. Upon successful completion of the probationary period, the individual would be eligible for merit increases after the person has been in the position for a full year.

Section 6. Performance Pay

Upward movement within the established salary range for an employee is not automatic but rather based on specific performance-related criteria documented in employee's mid-year and annual evaluations. Procedures for determining performance levels and performance pay increases or other performance-related movement within the range shall be established in procedures approved by the CPRC Executive Director.

Regular employees are eligible to receive annual bonuses for special achievement. The maximum amount for annual bonuses for special achievement shall not exceed $1500 in a fiscal year and is subject to availability of funds and implementation procedures established by the Executive Director.

Section 7. Salary Effect of Promotions, Demotions, Transfers, and Reclassifications

Promotions. When an employee is promoted, the employee's salary shall increase at least 5%. The Executive Director will approve the specific salary based on funds available and the employee's qualifications and experience. The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility.

Demotions. When an employee is demoted to a position for which qualified, the salary shall be set at the rate in the lower pay range which provides the smallest decrease in pay if demotion is not the result of disciplinary action. If the current salary is within the new range, the employee's salary may be retained at the previous rate. If the demotion is the

result of disciplinary action, the salary shall be decreased by at least 5%, or to the maximum of the new range, whichever is lower.

Transfers. The salary of an employee reassigned to a position in the same class or to a position in a different class within the same salary range shall not be changed by the reassignment.

Reclassifications. An employee whose position is reclassified to a class having a higher salary range shall receive a pay increase of at least 2.5% or an increase to the minimum of the new pay range, whichever is higher.

If the position is reclassified to a lower pay range, the employee's salary shall remain the same. If the employee's salary is above the maximum established for the new range, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary.

Section 8. Salary Range Revisions

A salary range revision is a change in the salary range assigned to a specific class of positions. The change may be based upon a review of salaries in the relevant labor market, recruitment and retention data, increased complexity in job content, or an increase or decrease in available funding. The Executive Director will consider salary equity relative to job responsibilities, organizational financial conditions, and other management needs when determining whether to recommend to the Board of Delegates a salary range revision.

Section 9. Transition to a New Salary Plan

The following principles shall govern the transition to a new salary plan:

A. No employee shall receive a salary reduction as a result of the transition to a new salary plan, unless required by a reduction in available funds.
B. All employees being paid at a rate lower than the new minimum rate established for their respective classes shall have their salaries raised to the new minimum rate for their classes.

Section 10. Effective Date of Salary Changes

Approved salary changes shall become effective on the date specified in the salary change notice submitted by the supervisor and authorized by the Executive Director.

Section 11. Overtime Pay Provisions

Employees of the CPRC can be requested and may be required to work hours in excess of their regularly scheduled hours as necessitated by the needs of the CPRC and determined by the department head.

To the extent that local government jurisdictions are so required, the CPRC will comply with the Fair Labor Standards Act (FLSA). The CPRC Executive Director shall determine which jobs are "non- exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions.

It is the policy of the CPRC to compensate non-exempt employees for overtime worked by granting compensatory time off rather than monetary payment, whenever possible.

Non-exempt employees will be compensated at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a 7-day period). Hours worked beyond the FLSA established limit will be compensated at the appropriate overtime rate. In determining eligibility for overtime in a work period, only hours actually worked shall be considered.

Whenever practicable, supervisors will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees. When time off within the work period cannot be granted, overtime worked will be compensated in accordance with the FLSA and the CPRC's administrative policy.

Employees in positions determined to be "exempt" from the FLSA will not receive pay for hours worked in excess of their normal work periods. These employees may be granted compensatory leave by their supervisor in accordance with CPRC's administrative policy. Employees will receive compensatory time off for hours worked over 40 per week. This will be compensated at straight time rate for hours. Such compensatory leave is not guaranteed to be taken and ends without compensation upon separation from the organization.

Section 12. Payroll Deduction

Deductions shall be made from each employee's salary as required or allowed by law. Additional deductions may be made upon the request of the employee on determination by the CPRC Executive Director as to the capability of payroll software and appropriateness of the deduction.

Section 13. Hourly Rate of Pay

The annual salary on the pay plan adopted by the CPRC Board of Delegates annually will apply to all regular employees. Hourly rates for employees appointed for less than full-time service will be pro-rated and determined by converting the established full-time salary to an hourly rate.

Section 14. Longevity Pay

Employees hired prior to January 1, 2013 shall receive longevity pay on the last pay date before Thanksgiving of each year. Service time for longevity payments shall be calculated based on the hire date into a regular position with the Central Pines Regional Council. Regular employees who are eligible receive longevity pay based on the total number of completed years of service as of December 31 of the calendar year in which the check is issued. Part-time employees who are eligible to receive longevity pay pro-rated based on the average number of hours worked per week. Longevity pay amounts shall be calculated as follows:

Years of Service	Longevity Amount
5 - 9	$ 600
10 – 19	$ 900
20 +	$ 1,200

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. Equal Employment Opportunity Policy

It is the policy of the CPRC to foster, maintain and promote equal employment opportunity. The CPRC shall select employees on the basis of the applicant's qualifications for the job without regard to age, sex, race, color, religion, national origin, disability, political affiliation, sexual orientation, gender identity or expression, or marital status. The CPRC shall also offer compensation and opportunity for training, advancement and promotion to current employees without regard to age, sex, race, color, religion, national origin, disability, political affiliation, sexual orientation, gender identity or expression, or marital status.

Section 2. Implementation of Equal Employment Opportunity Policy

This Equal Employment Opportunity Policy and its implementation will be reviewed regularly to assure that equal employment opportunity based on reasonable, job-related requirements is being actively followed to the end that no employee or applicant for employment shall suffer discrimination because of age, sex, race, color, religion, disability, national origin, political affiliation, sexual orientation, gender identity or expression, or marital status. Notices with regard to equal employment opportunity matters shall be posted in conspicuous places on the CPRC premises in places where notices are customarily posted.

Section 3. Recruitment, Selection and Appointment

Recruitment Sources. When position vacancies occur, the CPRC shall publicize these opportunities for employment, including applicable salary information and employment qualifications. Information on job openings and application procedures will be advertised in order to create a qualified and diverse pool of applicants. In addition, notice of vacancies shall be communicated to the CPRC employees. Individuals shall be recruited from a geographic area as wide as necessary and for a period of time sufficient to ensure that well-qualified applicants are obtained for the CPRC service. The North Carolina Division of Employment Security may be a recruitment source.

Job Advertisements. Employment advertisements shall contain assurances of equal employment opportunity and shall comply with Federal and State statutes.

Application for Employment. All persons expressing interest in employment with the CPRC shall be given the opportunity to file an application for employment for vacant positions.

Application Reserve File. Applications shall be kept in an inactive reserve file ~~for a period of two years,~~ in accordance with the North Carolina Records Retention and Disposition Schedule.

Selection. Department heads shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, and experience qualifications required for the position. All selection devices administered by the CPRC shall be valid measures of job performance.

Appointment. Before any commitment is made to an applicant either internal or external, the department head shall make recommendations including the position to be filled, the salary to be paid, and the reasons for selecting the candidate over other candidates to the CPRC Executive Director.

Section 4. Probationary Period

A person appointed or promoted to a regular full-time or part-time position shall serve a six-month probationary period. During the probationary period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance standards and progress. Before the end of the probationary period, the supervisor shall conduct a performance evaluation conference with the employee and discuss accomplishments, strengths, and needed improvements. A summary of this discussion shall be documented in the employee's personnel file. The supervisor shall recommend to the Executive Director in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. Probationary periods may be extended for a maximum of six additional months but shall not exceed twelve months in total. An employee who successfully completes the probationary period will be considered a regular employee of the CPRC.

Disciplinary action, including demotion, suspension, and dismissal, may be taken at any time during the probationary period. An employee who does not successfully complete the probationary period may be transferred or demoted to a position in which the employee shows promise of success. If no such position is available, the employee shall be dismissed. Probationary employees retain all other rights and benefits such as the right to use of the grievance procedures, except when demoted, suspended, or dismissed.

Section 5. Promotion

Promotion is the movement of an employee from one position to a position in a class assigned to a higher salary range. It is the CPRC's policy to create career progression opportunities for its employees when possible utilizing the CPRC Career Ladder Guide. When a position becomes vacant, the CPRC will balance three goals in the employment process: 1) the benefits to employees and the organization of promotion from within; 2) providing equal employment opportunity and a diversified workforce to the community; and 3) obtaining the best possible employee who will provide the most productivity in that position. Therefore, when existing positions become vacant, except where previous CPRC experience is essential or exceptional qualifications of an internal candidate so indicate, the CPRC will consider internal and external candidates.

Candidates for promotion to a vacant position shall be chosen based on their qualifications, career ladder expectations, and their work records. A position may be advertised internally first. When a position is advertised externally, internal candidates can apply for promotions using the same application process as external candidates.

Section 6. Demotion

Demotion is the movement of an employee from one position to a position in a class assigned to a lower salary range. An employee whose work or conduct in the current position is unsatisfactory may be demoted provided that the employee shows promise of becoming a satisfactory employee in the lower position. Such demotion shall follow the disciplinary procedures outlined in this policy.

Section 7. Transfer

Transfer is the movement of an employee from one position to a position in a class in the same salary range. If a vacancy occurs and an employee in another department is eligible for a transfer, the employee shall apply for the transfer using the usual application process. The department head wishing to transfer an employee to a different department or classification shall make a recommendation to the CPRC Executive Director with the consent of the receiving department head. The Executive Director has the authority to make transfers he/she feels are in the best interest of the organization. Any employee transferred without requesting the action may appeal the action in accordance with the grievance procedure outlined in this policy. An employee who has successfully completed a probationary period may be transferred into the same classification without serving another probationary period.

ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 1. Work Schedule

Supervisors, in consultation with department heads, shall establish work schedules, with the approval of the CPRC Executive Director, which meet the operational needs of the department in the most cost-effective manner possible. The work week is 37.5 hours and must be met with a combination of time worked, approved vacation/sick/compensatory leave, or holiday leave. Alternative and flexible work schedules should be established in accordance with CPRC's administrative policy. For FLSA and timekeeping purposes, the CPRC workweek begins on Sunday at 12:01 AM and ends at midnight on Saturday.

Section 2. Political Activity

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles or policies of civic or political organizations, in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States. However, no employee shall:

A. Engage in any political or partisan activity while on duty;
B. Use official authority or influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
C. Be required as a duty of employment or as condition for employment, promotion or tenure of office to contribute funds for political or partisan purposes;
D. Coerce or compel contributions from another employee of the CPRC for political or partisan purposes;
E. Use any supplies or equipment of the CPRC for political or partisan purposes; or
F. Be a candidate for nomination or election to an elected ~~office, or~~office or hold an elected position.
G. The Federal Hatch Act may restrict additional activities. Please see HR Officer with any questions.

Any violation of this section shall subject the employee to disciplinary action up to and including dismissal.

Section 3. Outside Employment

The work of the CPRC shall have precedence over other occupational interests of full-time employees. Outside employment for salaries, wages, or commission and self-employment must be reported in advance to the employee's supervisor, who in turn will report it through the department head to the Executive Director. The Executive Director will review such employment for possible conflict of interest and decide whether to approve the work. Conflicting outside employment is grounds for disciplinary action up to and including dismissal.

The CPRC understands that employees in positions that are less than full-time may also hold outside employment. It is expected that these employees will coordinate outside activities in a manner that will meet the CPRC's business needs. Part-time employees are expected to disclose outside employment to their immediate supervisor for purposes of determining if there is a conflict of interest.

Section 4. Service on Boards, Commissions, and Committees

CPRC recognizes that employee service on boards, commissions, committees, and similar bodies may provide opportunities for professional development, regional collaboration, and public service. Employees must ensure that such service does not interfere with their CPRC responsibilities or create an actual, potential, or apparent conflict of interest.

Local Government Appointments. An employee must obtain prior approval from the CPRC Executive Director before applying or accepting an appointment by a local government or local government governing body to serve on a board, commission, committee, authority, or similar body. In considering the request, the Executive Director may consider whether the appointment is consistent with the employee's CPRC responsibilities, creates an actual or apparent conflict of interest, affects the employee's ability to perform their duties, or could reasonably be interpreted as the employee representing CPRC.

Other Job-Related Board Service. Employees must obtain prior approval from their immediate supervisor before serving on a board, commission, committee, or similar body when that service is related to the employee's position or CPRC's work but is not an appointment by a local government.

Unless specifically authorized, an employee serving in such a capacity does so as an individual and may not represent or imply that their positions, votes, or actions constitute an official position of CPRC.

Employees must promptly notify their supervisor and the Executive Director if circumstances related to an approved appointment change in a manner that may create a conflict of interest or otherwise affect the employee's CPRC responsibilities.

Section 54. Employment of Relatives

The hiring and employment of immediate family in regular positions with the CPRC is subject to the conditions of this section. "Immediate Family" is defined in Article I, Section 7. The CPRC prohibits the employment of any person who is an immediate family member of individuals holding the following positions: CPRC Board Member, CPRC Executive Director, Deputy Executive Director or Finance Officer. Otherwise, the CPRC will consider employing family members or related persons in the service of the CPRC, provided that such employment does not:

A. result in a relative supervising a relative in the supervisory chain as outlined in the organizational chart;
B. result in a relative auditing the work of a relative; or
C. create a conflict of interest with either relative and the CPRC.

All employees have an ongoing duty to report to their immediate supervisor any immediate familial relationship with another employee or job applicant. In addition, job applicants are required to report any immediate familial relationship with a current employee upon application. Failure to report such a relationship may result in disciplinary action for an employee, and withdrawal of a job offer.

Section 6~~5~~. Sexual Harassment

The CPRC expects that each individual, regardless of gender, will be treated with courtesy and respect by all supervisors and by all fellow employees, and that explicit or implicit sexual overtures will be kept out of the workplace. To this end, sexual harassment at any level is forbidden, and evidence of sexual harassment may result in disciplinary action up to and including dismissal.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's employment or workplace success; or

2. submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or

3. such conduct has the purpose or effect of unreasonably interfering with an employee's work or performance or creating an abusive, intimidating, hostile, or offensive work environment.

A "hostile environment" can be created through the actions of a single harasser or the conduct of a group. Examples of sexually harassing conduct include, but are not limited to, deliberate, unwelcome touching of a sexual nature or that takes on sexual connotations; suggestions or demands for sexual involvement accompanied by implied or overt promises of preferential treatment or threats; pressure for sexual activity; continued or repeated offensive sexual flirtations, advances or propositions; continued or repeated verbal remarks about an individual's body; sexually degrading words used toward an individual or to describe an individual; and the display of sexually suggestive objects or pictures.

It is possible for sexual harassment to occur at various levels: between co-workers; between supervisors and subordinates; or imposed by non-employees, including visitors, on employees. In addition, sexual harassment can occur between members of the opposite sex or the same sex.

Sexual Harassment Complaint Procedure

A. Informal Resolution

Reports of sexual harassment, may be addressed informally through such methods as conferences or mediation, and CPRC encourages the use of such procedures to the extent possible. If an informal process is used, the official responding to the complaint must notify the complainant in writing of his or her option to request formal procedures at any time and

must make a copy of this policy and other relevant policies available. In those circumstances where informal procedures fail or are inappropriate or where the complainant requests formal procedures, the complaints will be investigated promptly, impartially and thoroughly according to the following procedure.

B. Reporting Complaint

a. An employee or job applicant who believes he or she has been sexually harassed may make a complaint orally or in writing with any of the following:

- immediate supervisor;
- the human resources officer;
- Executive Director; or
- Any member of the Board of Delegates, if the complaint involves allegations of harassment by the Executive Director.

Any person receiving a complaint of sexual harassment should have another person present when hearing the complaint (with deference to the complainant's preference of witness or gender if possible under the circumstances). If it is not possible to have another person present, the complaint should be recorded if reasonably practicable, with consent of the complainant.

b. Complaints should be filed as soon as possible but no longer than 30 days after disclosure or discovery of the facts giving rise to the complaint. Complaints filed outside the thirty days will be investigated under this policy to the extent practicable. However, employees should recognize that delays in reporting may significantly impair the ability of the employer to investigate and respond effectively to such complaints.

c. Any supervisor who receives a sexual harassment complaint or has reason to believe an employee is being sexually harassed shall notify the human resources officer immediately. If the human resources officer is the accused harasser, the report shall be made to the executive director. Any supervisor who fails to report promptly allegations or claims of sexual harassment may be subject to disciplinary action.

2. Investigation

a. Upon receiving notification of a harassment complaint, the human resources officer will investigate and/or supervise the investigation of the complaint.

b. The investigator will impartially, promptly and thoroughly investigate the complaint. The investigator will interview (1) the complainant; (2) the accused harasser; and (3) any other persons the investigator has reason to believe may have relevant knowledge concerning the complaint.

c. Information will be shared only with individuals who need the information in order to investigate and address the complaint appropriately.

d. The investigation will review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment giving consideration to all factual information, the totality of the circumstances, including the

nature of the verbal, physical, visual or sexual conduct, and the context in which the alleged incidents occurred.

3. Investigator's Report

a. The investigator will notify the complainant of the results of the investigation in writing within 15 days of receiving the complaint unless additional time is necessary to conduct an impartial, thorough investigation. The report to the complainant will specify:

(1) whether the complaint was substantiated; and

(2) if the investigator determines that sexual harassment has occurred, the investigator also will specify:

- reasonable, timely, effective corrective action intended to end the harassment;
- if needed, reasonable steps to address the effects of the harassment on the complainant; and
- if needed, reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.

b. The accused harasser will be informed of the results of the investigation in regard to whether the complaint was substantiated, whether the accused harasser violated CPRC policy or law (regardless of whether the complaint was substantiated), and what, if any, disciplinary actions or consequences will be imposed upon the accused harasser.

If the complainant is not satisfied with the results of the investigation, the complainant may appeal using Step 3 of the Grievance Policy.

Section 7~~6~~. Requests for Disability-Related Accommodations

The CPRC is committed to equal opportunity in employment for qualified individuals with disabilities. The CPRC will provide reasonable accommodations to any qualified employee with a disability unless the accommodation would impose an undue hardship on the organization or would change the essential functions of the position.

A disability is:

- a physical or mental condition that substantially limits one or more major life activities;
- having a record or history of such a condition;
- being thought of as having such a condition (perceived to have a disability); or
- an impairment that occurs in episodes or that is in remission if it substantially limits a major life activity when it is active.

A qualified individual means an employee or applicant who can perform the essential functions of the job with or without reasonable accommodations.

The essential functions of the position are the fundamental duties or primary reason the position exists.

A reasonable accommodation is a modification or adjustment to a position, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to perform the essential functions of the position.

Reasonable Accommodations may include, but are not limited to:

- Making existing facilities readily accessible to and usable by persons with disabilities;
- Job restructuring, modifying work schedules, reassignment to a vacant position;
- Acquiring or modifying equipment or devices, adjusting or modifying examinations, training materials, or policies, and providing qualified readers or interpreters;
- Making a website or digital information accessible; or
- Allowing leave as an accommodation.

Employees are responsible for requesting reasonable accommodations if necessary to perform the essential functions of the job. Requests for accommodations should be made to the employee's immediate supervisor or the Human Resources Officer. Information regarding a request for accommodations will be kept confidential and shared only with those with a legitimate job-related reason to know.

The Human Resources Officer is responsible for facilitating an interactive process between the employee and the supervisor to determine if a reasonable accommodation can be provided.

The HR Officer may request medical documentation of the employee's functional limitations. The employee may be asked to communicate how the disability impacts his or her ability to perform the essential functions of the job, and to suggest accommodations that would assist in performing the job. The employee's supervisor and/or department head may be asked to provide information on the essential functions of the position, the relative effectiveness of proposed accommodations, and/or the impact the requested accommodation will have on the operations of the department. The HR Officer may consult with the CPRC attorney as needed to make an appropriate determination.

Upon completion of the interactive process, the Human Resources Officer, in consultation with the Executive Director, is responsible for assessing whether or not the employee's requested workplace accommodation is reasonable and determining what, if any accommodation is most appropriate for both the employee and CPRC. While consideration is given to the employee's preference, CPRC will choose from among reasonably effective accommodations and may select and implement the one that is.

Section 8~~7~~. Acceptance of Gifts and Favors

No employee of the CPRC shall accept any gift, favor or thing of value that may tend to influence such employee in the discharge of the employee's duties or grant in the discharge of duty an improper favor, service, or thing of value.

Conflicts of Interest:

In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee or agent of CPRC may participate directly or indirectly in the selection, award, or administration of a contract supported by local, state, or federal funds if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

a) The employee, officer, or agent involved in the selection, award, or administration of the contract
b) Any member of his or her immediate family;
c) His or her partner; or
d) An organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

Gifts:

In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of CPRC are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontractors. Items of nominal value which fall into one of the following categories may be accepted:

a) Promotional items;
b) Honorariums for participation in meetings; or
c) Meals furnished at banquets.

Any officer, employee, or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

Violation:

Employees violating this policy will be subject to discipline up to and including termination

Section 9~~8~~. Employee Performance and Development Plans

Prior to the beginning of each fiscal year supervisors and/or department heads shall develop individual Employee Performance and Development Plans for each employee. The plans will specify expectations for employee performance and professional development. These plans shall be documented in writing and placed in the employee's personnel file. Supervisors shall conduct periodic performance conferences with each employee to review performance and make modifications to plans as needed based upon changing circumstances. Procedures for Employee Performance and Development Plans and conducting employee performance conferences shall be established by the Executive Director.

Section 109. Safety

Safety is the responsibility of both the CPRC and employees. It is the policy of the CPRC to establish a safe work environment for employees. The CPRC shall establish a safety program including policies and procedures regarding safety practices and precautions and training in safety methods. Department heads and supervisors are responsible for ensuring the safe work procedures of all employees and providing necessary safety training programs. Employees shall follow the safety policies and procedures and attend safety training programs as a condition of employment. Employees who violate such policies and procedures shall be subject to disciplinary action up to and including dismissal.

Section 110. Substance Abuse Policy

It is the policy of the CPRC that its workplace shall be drug-free in compliance with the Drug- free Workplace Act of 1988 (PL 100-690, Title V, Subtitle D). The CPRC may, from time to time, establish policies and procedures related to employee substance abuse in order to ~~insure~~ensure the safety and well-being of citizens and employees, and to comply with any state, federal, or other laws and regulations. The CPRC's existing "Drug Free Work Place Policy," heretofore adopted by the Board of Delegates, shall remain in full force and effect until otherwise altered or repealed by the Board.

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. Eligibility

All employees are eligible for employee benefits as provided for in this policy. These benefits are subject to change at the CPRC's discretion.

Section 2. Group Health Insurance

The CPRC provides a group health insurance program for regular full-time and certain part-time employees.

Regular part-time employees who are scheduled to work 30 hours or more per week may, if they so desire, purchase available group health insurance through the CPRC for themselves and/or for their qualified dependents. The CPRC covers a pro-rated portion of the cost of health coverage for eligible part-time employees, calculated by the percentage of a full-time workweek the part- time employee is regularly scheduled to work.

~~Employees who qualify for group health insurance but opt to be covered on a partner's insurance are eligible for health insurance reimbursement from CPRC through June 30, 2026. At that time health insurance reimbursement will no longer be offered by CPRC. Employees can be reimbursed up to the amount of the monthly premium but not to exceed the amount as if they were covered by CPRC. CPRC requires annual certification from the employer of which they are covered under. Information concerning cost and benefits shall be available to all employees from the Human Resources Officer~~.

Section 3. Other Benefits

The CPRC may make other benefits available to employees upon authorization of the CPRC Executive Director or the CPRC Board.

Information concerning benefits shall be available to all employees from the Human Resources Officer.

Section 4. Retirement

Employees expected to work for the CPRC for at least 1,000 hours in a calendar year are required to join the North Carolina Local Governmental Employees' Retirement System upon becoming eligible. New hires who are current members of the NC Local or State Governmental Employees' Retirement Systems shall be covered under the retirement system by the CPRC on their first day of employment. A separate handbook is available from the retirement system for further reference. In the event of conflict between the Retirement System policies/handbook and this manual, the Retirement System's policies/handbook will govern.

Section 5. Supplemental Retirement Benefits

The CPRC may provide supplemental retirement benefits for its employees, with the CPRC Board of Delegates approval.

Section 6. Medical Insurance for Retired Employees

Regular full-time employees hired and working prior to September 6, 2020 and who retire from CPRC service and qualify for benefits under the provisions set forth in the Local Governmental Employee's Retirement System may continue health insurance for themselves under a policy selected by CPRC and substantively equivalent to the coverage offered to current CPRC employees. This policy continues coverage for retired employees until the retiree qualifies for Medicare, at which time Central Pines Regional Council then provides a Medicare Supplement. CPRC will pay the premium for the coverage for health, dental, and vision based on the equivalent years of service of the retired employee:

Retire with CPRC Service:		Individual Health Insurance Premium:	
At Least	Not More Than	CPRC Pays	Employee Pays
5 years	10 years	25 %	75 %
10 years	15 years	50 %	50 %
15 years	20 years	75 %	25 %
20+ years		100 %	0 %

Such employees may elect to purchase health insurance coverage for their families and shall pay the full cost of this dependent coverage. In the event of the death of a pre-65 retired employee who was receiving health insurance coverage, the spouse or dependent may elect to continue coverage under the policy selected by CPRC following the expiration of their COBRA benefits by continuing to pay the full cost of this coverage.

For employees that were hired under the 2009 Personnel Policy where "Plan F" was listed as the supplemental Medicare plan, CPRC will pay the deductible difference between Plan F and the current Medicare supplemental offering.

Section 7. Workers' Compensation

All employees of the CPRC (regular and temporary) are covered under the **G.S. 97** North Carolina Workers' Compensation Act. If an employee is injured during the course of his or her employment, the employee or employee's representative must report the accident to the employee's supervisor or Executive Director in writing immediately or as soon thereafter as practicable, but no more than 30 days after the accident.

Section 8. Educational Assistance Program (degree programs)

Full-time regular employees who have completed initial probation may apply for educational reimbursement for courses to complete a degree program and taken on their own time, which the CPRC determines will improve their skills for their current job or prepare them for promotional opportunities within the CPRC service.

As a condition of receiving tuition assistance from CPRC with funding an Associate's, Bachelor's or Master's degree, the employee must enter into a Letter of Agreement requiring repayment of the tuition assistance if the employee leaves employment with the CPRC before a date specified in the contract. Any reimbursement by CPRC is intended to supplement and not take the place of other financial support. Reimbursement is only available pending budget availability for that fiscal year.

Procedures for educational reimbursement are as follows:

A. Any request for educational reimbursement must be approved by the department head in advance of course registration, based upon appropriate documentation.
B. Upon the successful completion of a CPRC-approved course, the CPRC may pay the costs of tuition, additional course fees, books or other course materials incurred by the employee, not to exceed one thousand five hundred dollars ($1,500) per fiscal year.
C. If the employee fails to earn a grade of "C" or better in the course(s), he or she will not be eligible for educational reimbursement. CPRC will not provide any reimbursement for audited classes.

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Policy

The policy of the CPRC is to provide vacation, sick leave, and holiday leave to all regular employees. Regular part-time employees will earn leave on a pro-rated basis. Employees shall accrue leave proportionately with each pay period.

Section 2. Holidays

The following days, and other such days as the CPRC Board may designate, are holidays with full pay for employees of the CPRC:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
Good Friday	Thanksgiving Thursday & Friday
Memorial Day	Christmas (two to three days)
Independence Day	Two Floating Holidays

Christmas holidays will be three days except when Christmas day falls on Saturday or Sunday when two holidays will be granted. The actual holidays to be observed will be published by the Executive Director by July 15 of each year. When any recognized holiday falls on Saturday or Sunday, the Executive Director will determine the dates to be observed.

Employees will be granted two floating holidays per calendar year. A floating holiday is a day off from work with full pay and can be taken on a day chosen by the employee. The floating holiday must be scheduled and approved in advance by the employee's supervisor. The floating holiday must be taken during the calendar year and will not roll over into another calendar year. If the employee is hired after July 1 of the calendar year, the employee will only receive one floating holiday that calendar year.

Section 3. Holidays: Effect on Other Types of Leave

Regular holidays which occur during a vacation, sick or other leave period of any employee shall not be considered as vacation, sick, or other leave.

Section 4. Vacation Leave: Accrual Rate

Regular full and part-time employees shall earn vacation leave on a bi-weekly basis based upon the following accrual schedule, prorated by the average number of hours in the workweek:

Years of Service	Days Accrued Per Year
0 – 1	12
2 – 4	14
5 – 9	17
10 – 14	20
15 – 19	23
20 plus	26

New regular employees will be credited with 12 days of vacation leave upon their initial date of employment prorated by the average number of hours they are scheduled to work per week. The Executive Director has the authority to credit additional accrued days per year for new employees to align with their years of service in other organizations. If an employee voluntarily resigns or is terminated from employment within the first year the CPRC will deduct from the employee's final salary payment the dollar value of any vacation hours used in excess of the normal first year bi-weekly accrual rate.

Section 5. Vacation Leave: Maximum Accumulation

Vacation leave may be accumulated without any applicable maximum through the last payroll of the calendar year. Any employee with more than 240 hours of vacation leave shall have excess hours removed from vacation and shall be added to the employee's sick leave balance.

Employees are cautioned not to retain excess accumulated vacation leave until late in the year. Because of the necessity to keep all functions in operation, large numbers of employees cannot be granted vacation leave at any one time. If an employee has excess leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having vacation leave scheduled or in receiving any exception to the maximum accumulation.

Section 6. Vacation Leave: Manner of Taking

Upon request, employees shall be granted the use of earned vacation leave, in advance, at those times designated by the supervisor which will least obstruct normal operations of the CPRC. Department heads are responsible for ensuring that approved vacation leave does not hinder the effectiveness of service delivery. Vacation leave may be taken in quarter hour (1/4 hour) increments as desired by the employee, subject to approval by the supervisor.

Section 7. Vacation Leave: Payment upon Separation

Upon separation, an employee will be paid for accumulated vacation leave up to 240 hours, provided notice is given to the supervisor at least two weeks in advance of the effective date of resignation. Hours over 240 will be rolled to sick leave. Probationary employees will only be paid for their earned vacation leave. Any employee failing to give the notice required by this section shall forfeit payment for accumulated leave. The notice requirement may be waived by the CPRC Executive Director when deemed to be in the best interest of the CPRC. Employees who are involuntarily separated shall receive payment for accumulated vacation.

Section 8. Vacation Leave: Payment upon Death

The estate of an employee who dies while employed by the CPRC shall be entitled to payment of all the accumulated vacation leave credited to the employee's account up to 240 hours.

Section 9. Sick Leave

Sick leave may be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, medical or dental examinations or treatment, mental health, or exposure to a contagious disease, when continuing work might jeopardize the health of others. Sick leave may be taken in quarter hour (1/4 hour) increments.

Sick leave may be used when an employee must care for a member of his or her immediate family who is ill.

Sick leave may also be used for death in the employee's immediate family but may not exceed five days for any one occurrence. The actual number of days is subject to the approval of the Executive Director. Additional leave time required for such occurrence may be charged to vacation or other approved leave such as compensatory time when approved by the CPRC Executive Director.

Sick leave may also be used to supplement Workers' Compensation Disability Leave both during the waiting period before Workers' compensation benefits begin, and afterward to supplement the remaining one third of salary, except that employee may not exceed the regular gross salary amount using this provision.

Sick leave may also be used to supplement Short Term Disability both during the waiting period before Short Term Disability benefits begin, and afterward to supplement the remaining 40% of salary, except that employee may not exceed the regular gross salary amount using this provision. Employees choosing not to fully supplement their Short-Term Disability will have benefits reduced to the sum of the 60% plus the supplement of their current eligibility. Refer to Section

17: Short Term Disability Coverage.

If the need for sick leave is known in advance, the employee should submit a leave request to the supervisor as soon as possible. If the sick leave was not anticipated in advance, the employee should notify his or her supervisor as soon as possible.

Any request for sick leave that may trigger Family and Medical Leave should be forwarded to the Human Resources Officer for review. The following are some common requests that should activate a referral to HR:

- Request for intermittent leave due to an ongoing medical condition or medical treatment;
- Request for leave for surgery or other medical reason requiring hospitalization;
- Request for leave to care for family member with a health condition;
- Request for sick leave of two weeks or more.

Section 10. Sick Leave: Accrual Rate and Accumulation

Sick leave shall accrue at a rate of one day per month of service or twelve days per year for full-time regular employees, with a pro rata amount of sick leave accrued by part-time regular employees. Sick leave will be cumulative for an indefinite period of time and may be converted upon retirement for service credit consistent with the provisions of the North Carolina Local Governmental Employees' Retirement System, for eligible employees.

All sick leave accumulated by an employee shall end and terminate without compensation when the employee resigns or is separated from the CPRC, except as stated for employees retiring.

Section 11. Sick Leave: Transfer

Employees joining the CPRC from positions in other jurisdictions which are members of the North Carolina Local Governmental Employee's Retirement System or the North Carolina State Employee's Retirement System may request that their accumulated sick leave be transferred to CPRC.

Section 12. Sick Leave: Donation

Voluntary shared leave allows one employee to assist another employee in the case of a prolonged medical condition that exhausts the employee's available leave and would otherwise force the employee to be placed in leave without pay status, resulting in a loss of income and benefits. The receiving of shared leave must be approved by both the department head and Executive Director and is subject to denial. An employee must fill out an application with the Human Resource Officer to be considered for shared leave. Eligibility Requirements are outlined below.

The recipient must meet the following requirements:

- has successfully completed the probationary period;
- has a personal medical condition that requires absence from work for more than three consecutive work days as certified by a physician;
- has exhausted all sick leave, annual leave, and compensatory leave time;
- cannot receive more leave than needed for the medical condition as stated in writing by the employee's physician; and
- has not received shared leave within the past twelve months.

The donor must meet the following requirements:

- has successfully completed the probationary period;
- retains, after the donation, a combined annual leave and sick leave balance of no less than 240 hours;
- understands that the leave is irrevocable.

Employees out on workers' compensation leave or employees receiving disability insurance benefits are not eligible for shared leave. Leave is available for use on a current basis and is not retroactive beyond the current pay period. Leave donations will be kept confidential unless otherwise requested by the donor.

Section 13. Sick Leave: Medical Certification

Absences of more than five consecutive days must be supported by a physician's statement or other acceptable proof that the employee was unable to work due to personal illness/injury, medical appointment, or illness. The doctor's note requirement may be waived by the employee's supervisor for specific absences.

The supervisor, in consultation with the Executive Director, may require medical documentation for absences of less than five consecutive days for individual employees with a history of numerous absences or other administrative concerns.

Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action up to and including dismissal.

Section 14. Leave Pro-rated

Holiday, annual, and sick leave earned by regular part-time employees shall be determined by the following formula:

A. The number of hours worked by such employees shall be divided by the number of hours in the full-time workweek (37.5 hours).
B. The proportion obtained in step 1 shall be multiplied by the number of hours of leave earned annually by employees working the full-time workweek.
C. The number of hours in step 2 divided by 12 shall be the number of hours of leave earned

monthly by the employees concerned.

Section 15. Family and Medical Leave

CPRC complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact HR Officer.

Eligibility

To be eligible for leave under this policy, employees must meet **all** of the following requirements:

- Have worked at least twelve (12) months for Central Pines Regional Council.
- Have worked at least 1,250 hours for Central Pines Regional Council over the twelve (12) months preceding the date the leave would commence.
- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

Reasons for Leave

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care;
- To care for a spouse, child or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status;
- To care for a covered service member with a serious injury or illness.
-

Amount of Leave

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The organization will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the

organization will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12- month period. For this military caregiver leave, the organization will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the organization may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12- month period.

The organization may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the organization and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the organization’s operations.

Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the supervisor or HR Officer.
When the need for the leave is foreseeable, the employee must provide the organization with at least

30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the organization's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the HR Officer will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

Designation of FMLA Leave

Within five business days after the employee has submitted the required certification or other documentation, the HR Officer will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

Employee Status and Benefits During Leave

CPRC will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received by the finance department by the 30th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.
The organization will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the organization will require the employee to reimburse the organization the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the organization will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the organization may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the organization will discontinue coverage during the leave. If the organization maintains coverage, the organization may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the organization's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The organization may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition, or the serious health condition of a family member may elect to use paid vacation, personal or sick leave rather than unpaid leave.
Sick leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, when an employee takes six weeks of CPRC pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12- week entitlement. The employee will then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the organization's sick leave policy) prior to being eligible for unpaid leave.

Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the organization may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Definitions

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

Spouse means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

Child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

Qualifying exigency includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Covered active duty for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The next of kin of a covered service member is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

Covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

Serious injury or illness is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

Section 16. Short-Term Disability Coverage

The short-term disability benefit provided by CPRC is a voluntary employee-funded plan providing income replacement for employees unable to work due to illness, pregnancy or injury.

A weekly short-term disability benefit is provided for each employee that qualifies for health insurance at no cost to the employee. This benefit starts on the eighth day of a non-work-related disability and continues for a maximum of 13 weeks. To be eligible for these benefits, the employee must be "continuously disabled so as to be actually prevented from the performance of every duty of his or her occupation." The benefit payment is 60 percent of the employee's basic weekly salary.

When an employee is on Family and Medical Leave and Short-Term Disability concurrently, CPRC will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. The other 40% of insurance and payroll deductions are the responsibility of the employee and the employee must make those payments for continued coverage of that benefit.

An employee on Short-Term Disability may, but is not required to, use accrued vacation leave, sick leave or comp time to supplement the disability benefit with 40 percent leave. If the employee elects to supplement, then benefit coverage would remain as if the employee had continued to work and no reimbursement payments would be necessary.

When the employee is only on Short-Term Disability and does not supplement with leave, the employee is responsible for 40% of all the employer paid benefits. The employee must make payments for continued coverage health insurance benefits, as well as all other benefits.

Section 17. Paid Maternity Leave

Regular full-time employees who qualify for Family and Medical Leave Act (FMLA) coverage under Section 15. are eligible to receive a maximum of 12 weeks/450 hours of paid maternity leave within any rolling 12-month period for the birth, adoption, or placement of a foster child. Paid maternity leave will run concurrently with the employee's Family and Medical Leave.

An employee requesting paid maternity leave must contact the HR Officer in writing at least thirty days in advance of taking such leave, when possible and practicable, and submit both a Maternity Leave Request form and an FMLA form. The FMLA form must be completed by a certified medical provider. Forms are available from the HR Officer. Leave must be approved by the HR Officer and supervisor.

While on leave, employees will receive approved maternity leave pay, not to exceed 12 weeks/450 hours, in the same manner and on the same schedule as employees are normally paid while not in leave status. All benefits provided to the employee per CPRC policy prior to paid maternity leave will continue. Any employee contributions for benefits, 401k loans, or other employee obligations normally paid by the employee through payroll deduction shall continue.

If a holiday occurs during the paid maternity leave period, the holiday will be paid and will not count against the paid maternity leave hours.

Employees using paid maternity leave time continue to accrue service time as well as sick and vacation leave according to CPRC policy.

A qualifying employee is entitled to paid maternity leave once within any rolling 12-month period. Employees may take paid maternity leave in weekly increments or in one continuous 12-week period of leave. However, employees applying for consecutive and/or intermittent leave must communicate in advance with their supervisor(s) to ensure continuity of operations within their department. Any unused paid maternity leave will be forfeited at the end of the rolling 12-month timeframe.

An employee is expected to return to work at the end of their approved paid maternity leave. Employees should notify the HR Officer and their supervisor if there is any anticipated change in their original return-to-work date.

Upon termination of employment, the employee will not be paid for any unused paid maternity leave for which they were eligible.

Employees whom voluntary resign from CPRC employment within six months of receiving paid maternity leave will be required to reimburse CPRC for any paid maternity leave taken. The amount will be deducted from any vacation balance first, followed by any remaining sick leave towards the total amount owed. For any remaining maternity leave due, the employee must pay the gross remaining amount either through payroll deduction or personal check.

Section 18. Leave Without Pay

A regular employee may be granted a leave of absence without pay for a period of up to twelve months by the CPRC Executive Director. The leave shall be used for reasons of personal disability after both sick leave and vacation have been exhausted, sickness or disability of immediate family members, continuation of education, special work that will permit the CPRC to benefit by the experience gained or the work performed, or for other reasons deemed justified by the CPRC Executive Director.

The employee shall apply in writing to the supervisor for leave. Requests should be submitted at least 30 days prior to the need, unless circumstances prevent. The supervisor will review the request and make a recommendation to the Executive Director. The employee is obligated to return to duty within or at the end of the time determined appropriate by the CPRC Executive Director. Upon returning to duty after being on leave without pay, the Executive Director will make an effort to return to the same position held at the time leave was granted or to one of like classification,

seniority, and pay. If the employee decides not to return to work, the supervisor shall be notified immediately. Failure to report at the expiration of a leave of absence shall be considered a resignation.

An employee ceases to earn leave credits on the date leave without pay begins. The employee may continue to be eligible for benefits under the CPRC's group insurance plans at his or her own expense, subject to any regulation adopted by the CPRC Board and the regulations of the insurance carrier. Other insurance and payroll deductions are the responsibility of the employee and the employee must make those payments for continued coverage of that benefit.

Section 19. Workers' Compensation Leave

Under the North Carolina Workers' Compensation Act, employees may be compensated for absence from work due to injury or illness covered by the Act, subject to the following leave provisions:

1) Employees may use sick leave, vacation leave, or compensatory time during any applicable waiting period prior to the commencement of workers' compensation benefits.

2) Employees who qualify for Workers Compensation benefits will be placed on Leave Without Pay status while receiving those benefits. The employee may also elect to supplement workers' compensation payments with sick leave, vacation, or compensatory time, provided that the combination of leave supplement and workers' compensation payments does not exceed normal compensation.

3) When workers' compensation leave extends long enough for the waiting period to be reimbursed, the employee may return the reimbursement check to the CPRC and have leave hours re-instated for the value of the time reimbursed by Worker's Compensation.

4) Any period of leave for a Workers' Compensation injury that qualifies as a "serious health condition" under the CPRC Family and Medical Leave will run concurrently with Family and Medical Leave.

5) An employee on Workers' Compensation leave may be permitted to continue to be eligible for certain benefits under the CPRC group insurance plans during the 12-week FMLA period.

6) Upon reinstatement, an employee's salary will be computed on the basis of the last salary plus any salary increase to which the employee would have been entitled during the absence covered by Workers' Compensation benefits.

7) After returning to work, employees shall be required to use sick or vacation leave for any additional absences for doctor visits, physical therapy, and other required medical care except where any full or partial workday absence may be eligible for Workers' Compensation

payment.

8) The CPRC's personnel policies shall continue to apply to an employee on Workers' Compensation leave in the same manner as they would apply to an employee who continues to work, or is absent while on some other form of leave.

9) An employee is prohibited from moonlighting or performing other outside work during workers' compensation leave.

10) The ability to return to work will be assessed individually and on a case-by-case basis. The need for workplace accommodations will be reviewed using the interaction process in Section of this manual. If business necessity requires the CPRC to fill the position prior to the employee's return to work, the employee will receive priority consideration for qualified job openings for 6 months after their medical release to work.

11) Before an employee may return to work from a Workers' Compensation injury at full or light duty, the employee must provide a physician's note or Fitness for Duty certification to his/her supervisor indicating that he/she is released and capable of resuming duties, and what, if any restrictions are in place.

Section 20. Return to Work

The CPRC has an established light duty return-to-work policy. A light duty assignment is defined as a temporary work assignment within the employee's physical abilities, knowledge and skills, which allows an employee to return to work performing different duties until the employee is able to return to his/her original position following an on-the-job injury. The light duty assignment temporarily addresses the restrictions placed on the employee by the treating physician. For work to be considered suitable light duty employment, the following conditions must be met:

A. The employee must meet the required qualifications for the light duty assignment,
B. The work must be a meaningful and productive part of the department's operations,
C. The work must conform to the medical restrictions set by the medical care provider, and
D. The light duty assignment and/or modified work schedule should not exceed ninety calendar days.

If the employee's regular department is unable to meet the employee's need for light duty, the employee's department is responsible for payment of the employee's salary and benefits while performing a light duty assignment in a different department that has been able to meet the employee's needs. The employee placed in a light duty assignment will be paid a salary that is equivalent to the salary of other employees holding the same position. The CPRC cannot guarantee placement and is under no obligation to offer or create any specific position for purposes of offering placement. Employees in a light duty assignment are expected to comply

with the CPRC policies and performance expectations as if they were working in their regular, full-time position.

An employee may choose to accept or refuse the Return to Work (modified duty) job offer. However, an employee who refuses a reasonable Light Duty offer is subject to termination. Rejection of the job offer might also result in cancellation of income benefits under Workers' Compensation Insurance

If an employee is unable to return to work at full duty after 90 calendar days, he/she may request a continuation of light duty. Approval beyond 90 calendar days will be based upon the individual assessment of the employee's ability to return to full duty within the immediate future as well as business necessity. An employee requesting an extension beyond 90 calendar days must submit updated information from the treating physician. The CPRC reserves the right to consider a separation of employment for any employee who is out on Workers' Compensation leave for an extended period of time thus causing hardship for the department. The CPRC will engage in the interactive process to determine whether a reasonable accommodation is possible for a qualified individual with a disability to enable them to perform the essential functions of the job, unless doing so causes an undue hardship to the CPRC or a direct threat to employees or workplace safety.

Section 21. Military Leave

In accordance with federal and state laws, the CPRC provides military leave to employees who are members of a United States Armed Forces Reserve organization or National Guard for absences to perform military duty, whether voluntary or involuntary. Absences to perform any military duty (including active duty, active duty training, inactive duty training such as scheduled drills and summer camp, full-time National Guard federal duty, fitness-for-duty examination, and funeral honors duty) are covered by this policy, unless the employee reaches the five-year maximum of military leave as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA). This policy provides military leave to regular CPRC employees unless their employment is for a brief, non-recurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

Employees should submit a request for military leave to the supervisor or department head as soon in advance of the military duty as possible. The request should be in writing and should be accompanied by a copy of the military orders. Employees must report back to work as soon after military duty as possible, consistent with federal and state laws.

If an employee does not return to work after military duty within the time provided by USERRA, the employee is subject to the personnel policies and practices normally applied to employees with unexcused absences. Employees may choose whether to use earned compensatory time, accrued vacation leave (leave with pay), leave without pay, or some combination thereof for these absences, and the provisions of that leave shall apply. Upon exhausting all other paid leave,

employees may request to use sick leave, if approved by the CPRC Executive Director.

Regular employees choosing to use military leave may claim up to ten (10) days of differential pay per calendar year provided the days are recorded as military leave and the military basic pay is less than the employee's regular CPRC pay. To claim differential pay, the employee must submit a copy of his/her military orders, pay vouchers, Leave and Earnings Statement and/or other appropriate documentation evidencing performance and compensation pertinent to the military duty.

On rare occasions when an employee may be called to perform any military duty (including active duty, active duty training, inactive duty training such as scheduled drills and summer camp, full-time National Guard federal duty, fitness-for-duty examination, and funeral honors duty) two times in one calendar year, the Executive Director may grant an additional 10 days of differential pay while the employee is on military leave, subject to the above provisions.

During the period of military leave, regular employees may continue health, vision, and dental insurance coverage up to twenty four months, provided they continue to pay their share of the premiums. As with any other unpaid leave, employees do not accrue vacation leave or sick leave during the period of leave without pay. However, the balance of such accruals on the date of commencement of the military leave will remain intact for the employee's return to work.

Section 22. Reinstatement Following Military Service

Employees who are separated or discharged from military service under honorable conditions and who apply for reinstatement within the established time limits are reinstated to the same position or one of like status, seniority, and pay with the CPRC. If, during military service, an employee is disabled to the extent that the duties of the original position cannot be performed, the employee is reinstated to a position with duties compatible with the disability, if available. The employee's salary upon reinstatement is based on the salary rate just prior to leave, plus any general salary increase(s) implemented while on leave. The addition of a performance salary increase may be considered. Employees who are eligible for military leave have all job rights specified by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee's entitlement to the provisions of this section terminates upon the occurrence of any of the following events:

1) Such employee is separated from uniformed service with a disqualifying discharge;
2) Such employee is separated from uniformed service under other than honorable conditions, as characterized pursuant to regulations prescribed by the Secretary concerned;
3) The CPRC's circumstances have so changed as to make such reemployment impossible or unreasonable as defined by USERRA; or such employee gives clear written notice s/he has no intention of returning to work.

Section 23. Civil Leave

A CPRC employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the CPRC any witness fees or travel allowance awarded by that court for court appearances in connection with official CPRC duties. While on civil leave, benefits and leave shall accrue as though on regular duty. Employees required to be in court for their own case, defendant or plaintiff, must use vacation leave or compensatory time.

Section 24. Parental School Leave

A CPRC employee who is a parent, guardian, or person standing in loco parentis (in place of the parent) may take up to four hours of paid leave annually to involve him or herself in school activities of his or her child. This leave is subject to the following conditions:

1. The leave must be taken at a time mutually agreed upon by the employee and the employee's supervisor;
2. The CPRC may require the employee to request the leave in writing at least 48 hours prior to the time of the desired leave; and
3. The CPRC may require written verification from the child's school that the employee was involved at the school during the leave time granted.
4. For the purpose of this section, "school" means any public or private school grades K-12, preschool, and childcare facility.

Paid leave taken by an employee to attend school activities of his or her child shall count towards the fulfillment of this provision by the Central Pines Regional Council.

Vacation time can be taken by an employee to attend school activities of his or her child for any time beyond the four hours of parental school leave, subject to the vacation leave policies in this manual.

Section 25. Volunteer Leave

CPRC grants up to 7.5 hours annually for the purpose of participating in volunteer activities throughout the CPRC region for full-time employees. As a key part of our mission to serve our local government members, CPRC is committed to giving back to surrounding community agencies. The leave is subject to the following conditions:

- Employees must request approval from their supervisor in advance and must be taken at a time mutually agreed upon by the employee and the employee's supervisor.
- Leave that is not taken will be forfeited at the conclusion of each fiscal year and will not be carried over into the next fiscal year.
- Leave cannot be requested to be taken after a resignation has been submitted.

- Volunteer service leave is not subject to pay out when an employee terminates employment with Central Pines Regional Council.
- Misuse of Volunteer Service Leave will be subject to adverse personnel action up to and including termination of employment with Central Pines.

ARTICLE VIII. SEPARATION AND REINSTATEMENT

Section 1. Types of Separations

All separations of employees from positions in the service of the CPRC shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, reduction in force, disability, voluntary retirement, death, or dismissal.

Any unapproved and/or undocumented expenses on a CPRC purchasing card become the responsibility of the employee at the time of any type of separation and will be deducted from the employee's last paycheck per the CPRC Purchasing Policy.

Section 2. Resignation

An employee may resign by submitting the reasons for resignation and the effective date in writing to the immediate supervisor as far in advance as possible. In all instances, the minimum notice requirement is two weeks. Failure to provide minimum notice shall result in forfeit of payment for accumulated vacation unless the notice is waived upon recommendation of the department head and approval by the CPRC Executive Director.

One day of absence without contacting the immediate supervisor or department head may be considered a voluntary resignation, absent extenuating circumstances that prevented the employee from making contact. Sick leave will only be approved during the final two weeks of a resignation notice with a physician's certification or comparable documentation.

Section 3. Reduction in Force.

A reduction in force is a reduction in the number of positions due to lack of funding, elimination of a function, or other organizational needs. In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's performance, organizational needs, and seniority in determining which positions must be eliminated. Employees who are separated because of a reduction in force shall be given at least 30 days notice of the anticipated action if reasonably possible. No regular employee shall be separated because of a reduction in force while there are temporary or probationary employees serving in the same class in the department, unless the regular employee is not willing to transfer to the position held by the temporary or probationary employee.

Section 4. Disability

An employee who is unable to perform the essential functions of the job due to physical or mental impairment, even with reasonable accommodations, may be dismissed. Dismissal under this provision does not impact the employee's eligibility for any applicable disability benefits if the disability was incurred while employed.

Section 5. Voluntary Retirement

Employees must give notice of their intent to retire to their supervisors at least 60 days in advance, if possible. An employee who meets the conditions set forth under the provisions of the North Carolina Local Governmental Employee's Retirement System may elect to retire and receive all benefits earned under the retirement plan.

Section 6. Death

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

Section 7. Dismissal

An employee may be dismissed in accordance with Article IX of this policy.

Section 8. Rehiring

An employee who resigns while in good standing or is separated because of a reduction in force may be rehired with the approval of the CPRC Executive Director, subject to this Policy. An employee who is rehired in this manner shall be re-credited with his or her previously accrued sick leave and will resume vacation leave accrual at the rate earned prior to separation if rehired within five years of separation.

ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE AND MISCONDUCT

Section 1. Disciplinary Action for Unsatisfactory Job Performance

A regular employee may be placed on disciplinary suspension, demoted, or dismissed for unsatisfactory job performance. The procedure below is intended for guidance and does not alter the at-will nature of employment. All cases of disciplinary suspension, demotion, or dismissal must be approved by the CPRC Executive Director prior to giving final notice to the employee.

Performance Improvement Plans, and other processes and procedures described in the CPRC Performance Management Policy and Procedure, are tools that may be used by supervisors to manage employee performance. A Performance Improvement Plan is not required before disciplinary action may be taken under this Article IX, nor does the existence of a Performance Improvement Plan provide any job protection or alter the timelines or requirements for discipline under this section.

Section 2. Unsatisfactory Job Performance Defined

Unsatisfactory job performance includes any aspect of the employee's job that is not performed as required to meet the standards set by the department head. *Examples of unsatisfactory job performance include, but are not limited to, the following*:

A. Demonstrated inefficiency, negligence, or incompetence in the performance of duties;
B. Careless, negligent or improper use of CPRC property or equipment;
C. Physical or mental incapacity to perform duties after reasonable accommodation;
D. Discourteous treatment of the public or other employees;
E. Failure to maintain satisfactory and harmonious working relationships with fellow employees, stakeholders, clients and the general public;
F. Failure to adhere to CPRC's Core Values;
G. Absence without approved leave;
H. Improper use of leave;
I. Pattern of failure to report for duty at the assigned time and place;
J. Failure to produce work of acceptable quality, quantity or accuracy;
K. Failure to complete work within time frames established;
L. Failure to obtain or maintain current license or certificate required as a condition of the job; or
M. Failure to meet work standards, or expectations in the employee's work plan, over a period of time.

Section 3. Communication and Warning Procedures Preceding Disciplinary Action for Unsatisfactory Job Performance

When an employee's job performance is unsatisfactory, when practicable the supervisor should meet with the employee as soon as possible to discuss specific performance problems. A brief summary of the meeting should be provided to the Human Resources Officer for inclusion in the employee's personnel file, with a copy provided to the employee. In each case, the written summary should include the date(s) of discussions with the employee, the performance deficiencies discussed, the corrective actions recommended, and the time limits set. If the employee's performance continues to be unsatisfactory, then the supervisor should use the following steps:

1. A final written warning from the supervisor serving notice upon the employee that corrected performance must take place immediately in order to avoid administrative leave with or without pay, demotion, or dismissal.
2. If performance does not improve, a written recommendation should be sent to the department head or the CPRC Executive Director for disciplinary action such as administrative leave without pay, demotion, or dismissal. Any recommendation for dismissal must be approved by the CPRC Executive Director.

Section 4. Disciplinary Action for Misconduct

With the approval of the CPRC Executive Director, an employee may be placed on disciplinary leave without pay, demoted, or dismissed without prior warning for misconduct. Misconduct is defined as conduct that is illegal, unethical, dishonest, or can be reasonably expected to disrupt CPRC operations or impair CPRC's reputation or relationships in the community. Disciplinary leave without pay should not normally exceed three workdays.

Examples of misconduct include, but are not limited to, the following:

A. Fraud, theft or other illegal activities;
B. Conviction of a felony or the entry of a plea of nolo contendere thereto;
C. Falsification of records for personal profit, to grant special privileges, or to obtain employment;
D. Misuse or gross negligence in the handling of CPRC funds;
E. Personal use of CPRC equipment or supplies;
F. Willful or wanton damage or destruction to property;
G. Willful or wanton acts that endanger the lives and property of others;
H. Possession of unauthorized firearms or other lethal weapons on the job;
I. Violence or other aggressive threatening, intimidating, bullying, or disruptive behaviors whether by means of communication devices or by means of physical visits to the grounds or home of the targeted individual for the purpose of harassing an individual;
J. Insubordination;
K. Professional misconduct, including violation of the code of ethics of a professional organization providing certification;
L. Reporting to work under the influence of alcohol or drugs or excessive use of alcohol or

partaking of illegal substances while on duty (prescribed medication may be taken within the limits set by a physician as long as medically necessary);

M. Engaging in incompatible employment or serving a conflicting interest;
N. Request or acceptance of gifts in exchange for favors or influence;
O. Engaging in political activity prohibited by this policy;
P. Harassment of an employee or the public with threatening or obscene language and/or gestures;
Q. Harassment of an employee and/or the public on the basis of any protected class status,
R. Stated refusal to perform assigned duties or flagrant violation of work rules and regulations; or
S. Conduct unbecoming to a CPRC employee.

Section 5. Pre-dismissal Conference.

Before dismissal action is taken, whether for misconduct or unsatisfactory performance, the CPRC Executive Director or a department head will conduct a pre-dismissal conference. At this conference, the employee will receive an explanation of the charges and any supporting evidence and will have the opportunity to respond. The CPRC Executive Director or department head will consider the employee's response, if any, to the proposed dismissal, and will, within three working days following the pre-dismissal conference, notify the employee in writing of the final decision. If the employee is dismissed, the notice shall contain a statement of the reasons for the action and the employee's appeal rights under the CPRC's grievance procedure.

Section 6. Non-Disciplinary Administrative Leave

During the investigation, hearing, or trial of an employee on any criminal charge, or during an investigation related to alleged misconduct, or during the course of any civil action involving an employee, when suspension would in the opinion of the department head after consulting with the Executive Director be in the best interest of the CPRC, the department head may place the employee on administrative leave for part or all of the proceedings as a non- disciplinary action. In such cases, the department head may:

A. Temporarily relieve the employee of all duties and responsibilities and place the employee on paid or unpaid leave for the duration of the investigation, or
B. Assign the employee new duties and responsibilities and allow the employee to receive such compensation as is in keeping with the new duties and responsibilities.

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

Section 1. Policy

It is the policy of the CPRC to provide a just procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this article is to outline the procedure and to assure all employees that a response to their complaints and grievances will be prompt and fair.

Employees utilizing the grievance procedures shall not be subjected to retaliation or any form of harassment from supervisors or employees for exercising their rights under this policy. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including dismissal from CPRC service.

Section 2. Grievance Defined

A grievance is a claim or complaint by an employee based upon an event or condition, which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions.

Section 3. Purposes of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

1. Providing employees with a procedure by which their complaints can be considered promptly, fairly, and without reprisal;
2. Encouraging employees to express themselves about the conditions of work which affect them as employees;
3. Promoting better understanding of policies, practices, and procedures which affect employees;
4. Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures; and
5. Increasing the sense of responsibility exercised by supervisors in dealing with their employees.

Section 4. Procedure

When an employee has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent, or by the investigator if necessary, to provide for a full and fair investigative process. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved. A decision to rescind a disciplinary suspension, demotion or dismissal must be approved by the CPRC Executive Director before the decision becomes effective. Mediation may be used at any step in the process.

Step 1. Informal Resolution. Prior to the submission of a formal grievance, the employee and supervisor should meet to discuss the problem and seek to resolve it informally within ten working days of the time the employee learns of the event or circumstance. Either the employee or the supervisor may seek other forms of mediation as a resource to help resolve the grievance. Mediation may also be used at any point in the process upon mutual agreement by affected parties. The supervisor shall give an employee an answer within ten working days of receipt of the issue.

Step 2. If no resolution to the grievance is reached informally, the employee who wishes to pursue a grievance shall present the grievance to the immediate supervisor in writing, with a copy to the Human Resources Officer or Executive Director. The grievance must be presented in writing within ten working days of the completion of the process outlined in Step 1. The supervisor shall respond in writing to the grievance within seven calendar days after receipt of the grievance. The supervisor should, and is encouraged to, consult with any employee of the CPRC in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance. Any employee consulted by the supervisor is required to cooperate to the fullest extent possible.

The response from the supervisor for each step in the formal grievance process shall be in writing, signed by the supervisor and submitted to the Human Resources Officer. In addition, the employee shall sign a copy to acknowledge receipt thereof. The Human Resources Officer will notify the Executive Director that a grievance has been filed.

Step 3. If the grievance is not resolved to the satisfaction of the employee by the supervisor, the employee may appeal in writing, to the next level supervisor (program manager, department head, Executive Director, etc.), with a copy to the Human Resources Officer, within seven calendar days after receipt of the response from Step 2. The next level supervisor shall respond to the appeal in writing, stating the determination of decision within seven calendar days after receipt of the appeal. The next level supervisor will provide a copy of the response to the Human Resources Officer. The Human Resources Officer will notify the Executive Director that the grievance has been appealed to the next level supervisor.

Step 4. If the grievance is not resolved to the satisfaction of the employee at the end of Step 3, the employee may appeal in writing to the CPRC Executive Director within seven calendar days after

receipt of the response from Step 3. The CPRC Executive Director shall respond to the appeal in writing, stating the determination of decision within seven calendar days after receipt of the appeal. The CPRC Executive Director's decision shall be the final decision and shall be provided to the Human Resources Officer. The CPRC Executive Director shall notify the CPRC Board of Delegates of any grievances reasonably likely to lead to legal action.

While employees are encouraged to use the grievance procedure, they shall also have the right to appeal directly to the CPRC Executive Director. After reviewing the grievance, the Executive Director has the authority to render a decision or refer the grievance to any step in the grievance procedure.

If the employee's grievance is with the Executive Director, the employee can initiate this grievance procedure with the CPRC attorney. An employee may contact the Human Resources Officer to obtain contact information for the CPRC attorney.

ARTICLE XI. RECORDS AND REPORTS

Section 1. Personnel Actions

The Human Resources Officer, with the approval of the CPRC Executive Director, will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. There shall be one set of official personnel files, centrally located. Any document not located there is generally not considered an official part of that employee's personnel record. These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and other personnel-related documents.

Section 2. Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may seek removal of such material in accordance with established grievance procedures.

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Resolution #2026-11-03

Central Pines Regional Council

A RESOLUTION AMENDING THE CENTRAL PINES REGIONAL COUNCIL PERSONNEL POLICY

WHEREAS, Central Pines Regional Council has a personnel policy that governs the way in which staff members interact with the organization and one another; and,

WHEREAS, the Board of Delegates adopted the last amendment of the Personnel Policy on November 19, 2025; and,

WHEREAS, it is necessary for the Central Pines Regional Council to make the following revisions; and,

WHEREAS, Article II. Position Classification Plan the following changes have been made:

- **Working Titles:** Updated to include that a request for a CPRC working title must be sent in memo form to the Executive Director for approval; and,

WHEREAS, Article III. The Pay Plan the following changes have been made:

- **Performance Pay:** Clarifying that upward movement needs to be documented in an employee's annual and mid-year evaluations; and,

WHEREAS, Article IV. Recruitment and Employment the following changes have been made:

- **Recruitment:** Removing that applications in reserve file must be a for a period of two years and replacing "in accordance with the North Carolina Retention and Disposition Schedule;" and,

WHEREAS, Article V. Conditions of Employment the following changes have been made:

- **Service on Boards, Commissions, and Committees:** Addition of a new section to ensure that employees services on these bodies do not interfere with CPRC responsibilities and that the Executive Director must approve prior to applying or accepting an appointment by a local government; and,

WHEREAS, Article VI. Employee Benefits the following changes have been made:

- **Employee Benefits:** Removed the health insurance reimbursement terms for employees not on CPRC insurance to cease June 30, 2025, due to no longer being relevant; and,

WHEREAS, Article VIII. Separation and Reinstatement the following changes have been made:

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- **Separation:** Addition to section to align with CPRC's Purchasing Policy on unapproved purchasing expense becomes the employee's responsibility at the time of any type of separation; and,

WHEREAS, throughout the document, small formatting changes needed to be made and additional items needed to be reviewed by the CPRC attorney due to legal aspects of the policy; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL PINES REGIONAL COUNCIL EXECUTIVE COMMITTEE that the following amendments are hereby incorporated through the adoption of this Resolution.

Adopted and approved this 18th day of November 2026.

_____

Susan P. Evans
Chair

ATTEST:

_____

Beth Seidel
Clerk to the Board

Central Pines Regional Council Agenda Item Cover Sheet
Executive Committee

Agenda Item Information

Agenda Item Title:	Discussion of LPA Agreement Between Triangle West TPO and Central Pines Regional Council
Meeting Date:	November 18 (Executive Committee)
Agenda Location:	Business
Presenter(s):	Lee Worsley, Executive Director, and Jenny Halsey, Deputy Executive Director
Recommendation:	Other (please list) Provide Direction to Staff

Background Information

Overview/Summary *Use plain language, spell out acronyms, and assume the reader knows nothing about your topic*	The Executive Committee is requested to provide direction to Central Pines Regional Council regarding the LPA Agreement between Central Pines and Triangle West. The agreement is set to auto-renew on July 1, 2027, unless either party requests termination under the six-month termination provision. In early summer, Central Pines Board leadership requested several changes to the LPA, primarily related to financial responsibilities between the two entities. These were sent to Triangle West in August, but we have not received a formal response. In late October, Triangle West staff presented a substantially different operational proposal, which includes direct charging and relocating from Central Pines. Central Pines staff have since briefed Executive Committee members on the potential impacts of this proposal. The Executive Committee is asked to provide direction to Central Pines staff on how to proceed with the proposal from Triangle West TPO. Options include: 1) Continue negotiating the direct charge proposal with Triangle West; 2) Return to the original proposal sent in August; 3) Direct staff to prepare a letter notifying Triangle West of termination effective July 1, 2026; or 4) Take no action and allow the agreement to auto-renew, unless Triangle West chooses to terminate on July 1, 2027.

	More detail on the options and the background of the negotiations is included in the attachments.
What communities in our region are impacted?	Some options may increase administrative requirements, potentially affecting transportation and other planning efforts for Triangle West communities, other local governments in Central Pines, and the region.
Funding (if applicable) *Explain any funding for this item, how it's acquired, allocated, etc.*	Details are provided in the attachment. If Triangle West leaves Central Pines seven years before the anticipated 10-year term ends, this will significantly impact Central Pines services and finances, including possible dues increases and potential staff reductions.

Supporting Documents

Is there any supporting documentation?

- ☐ No
- ☒ Yes (If yes, please list the attachments below)
    - Memo

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MEMORANDUM

To: Central Pines Regional Council Board of Delegates
Central Pines Regional Local Government Managers
From: Lee Worsley, Executive Director
Date: November 4, 2026
Re: Central Pines Agreement with Triangle West TPO

This memo informs the Board of Delegates and the Central Pines local government managers of developments in the hosting arrangement with Triangle West TPO (TWTPO). It outlines three options for the Executive Committee to consider. Because the agreement renews automatically unless notice is given by December 31, 2026, the Executive Committee would need to decide on Option 2, if that is preferred, by the end of the calendar year.

Since 2023, Central Pines Regional Council has hosted the Triangle West TPO (formerly the Durham-Chapel Hill-Carrboro MPO), taking over from the City of Durham. The LPA Agreement governs this hosting arrangement.

Under the agreement, Central Pines provides administrative hosting for Triangle West TPO (TWTPO). The TWTPO Executive Director manages TWTPO employees, while the TWTPO Policy Board provides direction and sets policy. TWTPO employees receive Central Pines benefits and follow Central Pines policies and procedures. TWTPO pays the same indirect administrative rate as other Central Pines programs for finance, administration, IT, and office space.

The agreement covers 10 years, divided into five two-year periods. Each period automatically renews unless either party provides notice of termination six months before the end of a period. The current period ends June 30, 2027, so either party must notify the other by December 31, 2026, to terminate the agreement.

This summer, Central Pines Board leadership requested staff to propose adjustments to the LPA Agreement for TWTPO's consideration. Executive and finance staff have spent significant time on TWTPO administrative and finance matters; the proposed revisions aim to reduce this workload.

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We sent a draft LPA amendment to the TWTPO Executive Director on August 25, 2026. Deputy Director Jenny Halsey has been negotiating on behalf of Central Pines. We have not received formal written comments on the proposed LPA to date.

After the October 27 TWTPO Policy Board meeting, the TWTPO Executive Director emailed an alternative proposal on October 29. We have requested clarification to ensure we understand the request clearly. At this time, our understanding of the major parts of the proposal includes: 1) converting to a direct charge arrangement; 2) relocating TWTPO employees out of Central Pines offices; and 3) continuing Central Pines benefits for those employees.

In response, we revised the amended agreement and sent it to the TWTPO Executive Director earlier this week. Given the significance of TWTPO's proposed changes, I will brief the CPRC Executive Committee at the November 18 meeting.

I will seek direction from the Executive Committee on its preferred course of action so Central Pines can communicate its position to Triangle West before the December 31, 2026 notice deadline.

For your reference, I have attached the latest version of the amended LPA Agreement, which has been reviewed by our Board Officers and the CPRC Attorney.

The three options below outline the paths currently available to the governing boards and the anticipated impacts on Central Pines. In brief, Option 1 ends the arrangement on June 30, 2028, under the amended LPA Agreement (which we interpret as following TWTPO's alternate proposal received last week); Option 2 ends it on June 30, 2027, at the election of either party; and Option 3 allows it to auto-renew for another two years.

Option 1 – Triangle West Accepts the LPA Agreement as Amended and Attached

This option would end the LPA arrangement between Central Pines and Triangle West on June 30, 2028. Both parties would engage a third party to develop a direct charging methodology, so TWTPO would be charged for specific services received rather than the federally approved indirect administrative rate.

If this option is chosen, Central Pines would be impacted as follows.

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1) The current financial arrangement, including TWTPO's indirect payments, would remain in place through June 30, 2028, so no financial impact is anticipated during Fiscal Year 2027-28 other than the steps described in items 4 and 5 below.
2) Central Pines would have to pay its share for the third-party development of a direct charge formula.
3) Executive and finance staff would likely continue to spend significant time on TWTPO administrative and finance matters until the arrangement ends, limiting time for core Central Pines activities.
4) Central Pines would likely delay cost-of-living or merit increases for FY 2027-2028 to offset the anticipated financial impact starting July 1, 2028.
5) A two-cent dues increase could be implemented on July 1, 2027, to mitigate a larger increase that would otherwise be needed on July 1, 2028.
6) On July 1, 2028, a four-cent dues increase would be needed to offset the indirect rate increase resulting from the new charging methodology. Depending on the agreed direct charge methodology, Central Pines' indirect rate may rise by at least 4 percentage points and could increase by up to 8. Several factors may affect these figures, and members would need to consider how to address the resulting financial effects.

Option 2 – Either TWTPO or Central Pines elects to end the LPA on June 30, 2027

If this option is chosen, Central Pines will be impacted as follows:

1) Central Pines would cease receiving indirect payments from TWTPO.
2) A five-cent member dues increase would be required.
3) Our receptionist position would be funded entirely by Aging funds and would transition out of receptionist responsibilities as a result. No administrative support would be provided for guests or staff, and the front desk would not be staffed.
4) One finance staff member would be laid off or reassigned to an available direct service position. This would reduce our financial capabilities by at least 25%.
5) These changes would still increase our indirect rate by at least 10 percentage points.

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6) Seeking a sublease for parts of our space could help offset the impact but would only partially reduce the indirect increase.
7) Significant executive and finance staff time could be redirected from TWTPO matters to Central Pines work.

Option 3 – The agreement is allowed to auto-renew for another two years and continue through the 10-year term

1) Continued indirect payments from TWTPO would continue.
2) CPRC would continue to follow its plan to enhance administrative services to all programs. This would include hiring a full-time, dedicated HR Officer, separate from the Deputy Director, which has been a long-term goal.
3) CPRC would provide annual salary increases for CPRC employees.
4) CPRC would continue to provide services to TWTPO
5) The Indirect rate would likely drop at least a percentage point, if not more, meaning as long as salaries remain stable for a program, they could pay less in administrative costs.
6) Because the LPA Agreement would remain unchanged, executive and finance staff would likely continue to devote substantial time to TWTPO administrative and finance matters, as they have to date.

Ultimately, this is a policy decision for the governing boards: the Triangle West Policy Board and the Central Pines Executive Committee and Board of Delegates. This memo is provided for information, outlines the operational and financial impacts of each option, and does not recommend a particular course of action.

As Executive Director, I prefer to continue with the ten-year agreement originally negotiated, with changes that will strengthen both organizations. Moreover, the continued relationship will support the expanded building footprint that we planned when TWTPO indicated they desired to join us. But Central Pines staff is ready and will effectively carry out whatever direction the Executive Committee provides.

I am happy to answer any questions and will provide a full briefing at the November 18 Executive Committee meeting.

cc: Mr. Doug Plachcinski, Triangle West TPO Executive Director

Attachments

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November 3, 2026

Mr. Doug Plachcinski, Executive Director
Triangle West TPO
4307 Emperor Blvd. Suite 110
Durham, NC 27703

Re: New Draft of the LPA between Central Pines and Triangle West (November 2, 2026)

Dear Mr. Plachcinski:

Enclosed is a new draft of the LPA between Central Pines and Triangle West for your review. Please submit Triangle West's written response, including any proposed changes, before the November 18 CPRC Executive Committee meeting.

This draft reflects our proposal to transition the Central Pines and Triangle West relationship to a direct charge arrangement, as you requested from Deputy Director Halsey on October 29, 2026.

My understanding is that Triangle West staff wish to remain Central Pines employees for benefits, transition to a direct charge arrangement for administrative costs, and relocate from Central Pines offices. Please let me know if this is not accurate.

We consulted our federal indirect-rate cognizant agency, the US Department of the Interior, since this arrangement is new for us. They advised that it is possible but will require specific procedures and approvals. We must ensure all federal programs pay their fair share of administrative costs, which will require time and expertise.

The draft outlines an objective process to ensure both Triangle West and Central Pines understand the financial and organizational impacts of this model. While a direct charge model may address Triangle West's needs, these changes could affect our other federal programs and local government members. Our goal is to meet your needs while maintaining the effectiveness of our programs.

Accordingly, the draft proposes that a third party develop the direct charging formula. This approach aligns with your request and addresses key questions that must be resolved before adopting a new model.

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The draft provides that, following the third-party recommendation, any proposal will require approval from Triangle West, Central Pines, and the US Department of the Interior. Both the Triangle West Policy Board and the Central Pines Executive Committee will be involved to ensure transparency regarding changes and impacts on all local governments we serve.

I want to provide some information about indirect costs. I appreciate your desire to manage costs, which is also important to Central Pines. However, we must be consistent in our indirect charges across all CPRC programs, as required under our federal indirect rate agreement.

Triangle West's share of indirect costs has increased even though our Indirect (Administration) budget has decreased by 8.5% since Triangle West joined Central Pines, because the impact of indirect rates is directly tied to salaries. During the same period, Central Pines' total salaries increased by 11.6% and Triangle West's salaries increased by 33%, and Triangle West staff salary costs have been significantly higher than Central Pines' staff costs.

We want to distinguish the arrangement between CPRC and TWTPO from the relationship between CAMPO and the Town of Cary, which Deputy Director Halsey noted was referenced in a recent email regarding CAMPO's administrative fee to Cary. For the record, the key differences are set out below.

When Central Pines and Triangle West began our arrangement three years ago, we expanded our building renovation plans to accommodate Triangle West. We did so with the understanding that Triangle West would remain in our facility for ten years. If Triangle West were to leave our facility, a direct charge arrangement might not allow us to charge Triangle West for that space; nevertheless, Triangle West would need to keep Central Pines whole for the commitment we made on its behalf, under any scenario. By contrast, CAMPO leases its space at Fenton directly, separate from its arrangement with Cary.

Additionally, CAMPO manages most financial services independently of Cary. Cary processes payroll, accounts payable, and accounts receivable, but CAMPO has its own Finance Officer who handles many of the functions that Central Pines provides for Triangle West. In summary, Central Pines performs more financial functions for Triangle West than Cary performs for CAMPO.

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Finally, Cary is not required to apply a federally approved indirect rate to its programs for administrative services. Our business model differs significantly from local government because our substantial federal funding portfolio requires a distinct administrative financing process. Therefore, the situations are not directly comparable.

We have come to a point in the process where I will share this draft with our Board of Delegates and their managers by the end of the week. This rises to the level of financial risk to Central Pines that we will make them aware. I will discuss the agreement in open session at the November 18 Executive Committee meeting; it is not an item that can be discussed in closed session because it is a policy matter affecting the local governments we serve and does not fall under attorney-client privilege.

Please confirm in writing to Deputy Director Halsey or me whether Triangle West accepts this proposal. If Triangle West proposes changes, please incorporate them into the draft and return it before the November 18 Executive Committee meeting so we can present them for consideration.

I look forward to an agreement that will meet the needs of Triangle West and Central Pines.

Sincerely,

Lee Worsley
Executive Director

cc: Members of the Board of Delegates, Alternates and Central Pines Regional Managers

Attachment – Draft LPA Between CPRC and TWTPO

~~DURHAM CHAPEL HILL CARRBORO~~TRIANGLE WEST TRANSPORTATION ~~METROPOLITAN~~ PLANNING ORGANIZATION AND THE CENTRAL PINES REGIONAL COUNCIL

LEAD PLANNING AGENCY AGREEMENT

THIS AMENDED AGREEMENT is entered into the day of , 202~~3~~, by and between the ~~DURHAM CHAPEL HILL CARRBORO METROPOLITAN~~TRIANGLE WEST TRANSPORTATION PLANNING ORGANIZATION, a transportation planning organization and a governmental body, established and operating pursuant to 23 US Code 134, and Chapter 136, Article 16, of the North Carolina General Statutes ("~~DCHC~~TWTPO"); and the CENTRAL PINES REGIONAL COUNCIL, a regional council organized and existing under the laws of the State of North Carolina ("CPRC") (collectively, the "Parties").

RECITALS AND BACKGROUND STATEMENT

Title 23, Section 134 of the US Code requires, as a condition of federal transportation funding assistance, the establishment of programs of comprehensive transportation planning in accordance with applicable laws. Article 16 of Chapter 136 of the General Statutes provides for the creation of metropolitan planning organizations ("MPO") to perform comprehensive transportation planning services in the state. ~~DCHC~~TWTPO is the officially designated MPO for its jurisdictional region, consisting of county and municipal governments ("Members"), which comprise ~~DCHC~~TWTPO's membership and governing authority. CPRC serves as the regional council for many of the same members pursuant to G.S. 160A- 470, et. seq.

The Members of ~~DCHC~~TWTPO, together with the NC Department of Transportation and the State of North Carolina, entered a Memorandum of Understanding (the "MOU") as updated and amended DATE setting forth their collective agreement regarding a continuing, cooperative, and comprehensive transportation planning process for the Durham Chapel Hill Carrboro Metropolitan Planning Area.

~~DCHC~~TWTPO and CPRC acknowledge the MOU as establishing those goals, objectives, rules, regulations, responsibilities, mandates, and means for achieving the same, to which ~~DCHC~~TWTPO and its Members and agencies are subject. As established by the MOU, the ~~DCHC~~TWTPO Executive Board is responsible for cooperative transportation planning decision-making for ~~DCHC~~TWTPO, including but not limited to review and approval of the Unified Planning Work Program, Comprehensive and Metropolitan Transportation Plans, and Transportation Improvement Program; development and approval of by-laws; providing oversight of ~~DCHC~~TWTPO staff; and approval of cooperative agreements with municipalities and others.

As authorized by its Executive Board, ~~DCHC~~TWTPO has formally requested that CPRC be designated as its Lead Planning Agency ("LPA") to help ~~DCHC~~TWTPO in the performance of agreed-upon functions and duties. CPRC has agreed to accept the LPA designation and assume the duties and functions of the Lead Planning Agency for ~~DCHC~~TWTPO, originally effective on July 1, 2023, all according to the terms set forth in this Agreement and subsequent amendments.

While the working relationships and protocols among officers and staff of ~~DCHC~~TWTPO and CPRC are expected to adapt and evolve, the Parties desire to formally set forth and clarify their respective primary authorities, responsibilities, and operations, according to terms of this Agreement.

IN CONSIDERATION OF the Recitals and Background statement, the mutual benefits to ~~DCHC~~TWTPO and CPRC arising hereunder, and other good and valuable consideration, the Parties agree to the following:

I. PURPOSE AND OBJECTIVES; TERM

As stated in the Recitals and Background Statement (incorporated and adopted as a part hereof), the purpose of this Agreement is to set forth the legal and functional relationships between ~~DCHC~~TWTPO and CPRC as LPA. The Agreement is intended to inform and instruct the officers and staff of both organizations regarding their respective areas of responsibility.

The initial term of the~~is~~ un-amended Agreement ~~begins~~ began on July 1, 2023, and ended~~s~~ June 30, 2025 ("Initial Term"), after which the Agreement automatically renewed for an additional two-year term expiring June 30, 2027. The terms of this Amended Agreement shall go into effect on _____. This Amended Agreement shall end on June 30, 2028. ~~automatically renew and continue in effect for successive two-year terms ("Renewal Terms"), up to a maximum of five four (45) additional Renewal Terms, unless either party gives written notice of its intention not to renew the Agreement at least six (6) months prior to the end of the Initial Term or any Renewal Term. In that event, this Agreement automatically terminates at the end of the Term.~~

Any continuation of LPA services beyond June 30, 2028 requires a written amendment or new agreement approved and signed in accordance with Section IX.A. Unless and until a new agreement takes effect, all terms of this Amended Agreement, including the indirect cost provisions of Section III.D, remain in effect through June 30, 2028.

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II. GENERAL SCOPE OF ~~DCHC~~TWTPO AND CPRC RESPONSIBILITY

A. ~~DCHC~~TWTPO'S RESPONSIBILITY

~~DCHC~~TWTPO is exclusively responsible for the conduct of the metropolitan transportation planning process in accordance with applicable laws, regulations, and agreements. The planning process shall include the establishment of general goals and objectives; the review and approval of a Prospectus for transportation planning; review, maintenance and updating of the Metropolitan area boundary; review and approval of the Comprehensive and Metropolitan Transportation Plans; review and approval of the Transportation Improvement Program; review and approval on an annual basis of the Unified Planning Work Program ("UPWP") and annual budget; and other duties and responsibilities in accordance with the MOU and as directed by the Executive Board.

The ~~DCHC~~TWTPO Executive Director shall be selected by the Policy Board, and an employment agreement will be entered into between ~~DCHC~~ TWTPO and the Director. The Executive Director reports directly to the Policy Board on all matters relating to the administration and operation of ~~DCHC~~TWTPO. As described below for other ~~DCHC~~ TWTPO staff, the Executive Director will be considered an employee of CPRC only for purposes of CPRC's Personnel Management Policies (defined below), NC Local Governmental Employees' Retirement. System ("LGERS"), benefits, and general payroll administration, to the extent permitted by law.

The TWTPO Executive Director is exclusively ~~responsibility~~ responsible for:

1) The appointment, assignment, direction, and control of TWTPO~~all~~ personnel necessary to carry out the transportation planning process;

2) The development of an appropriate organizational structure to carry out ~~DCHC's~~ TWTPO's responsibilities and duties; and

3) The development of procedures to monitor and coordinate the planning process and the overall administration of ~~DCHC~~TWTPO's programs.

B. CPRC'S LPA RESPONSIBILITY

To facilitate the transportation planning process generally, and in furtherance of the goals and objectives of ~~DCHC~~TWTPO under the MOU, CPRC agrees to provide to ~~DCHC~~TWTPO all administrative services as provided to any other CPRC program. The Central Pines Regional Council is solely responsible for developing and managing administrative services for TWTPO through the CPRC administrative structure. ~~only those administrative services provided herein and as may be further agreed upon by CPRC and DCHC. The provision of services shall be limited to those specified and allocated to CPRC as LPA in the annual UPWP budget, and all approved budgets and management reports under federal or State contracts with DCHC.~~ In accordance with applicable laws and regulations to which ~~DCHC~~TWTPO is subject, the UPWP

shall be prepared by ~~DCHC~~ TWTPO in cooperation with CPRC (acting as LPA) and the appropriate State and federal agencies. Each year, as part of its budget submission to CPRC, TWTPO shall provide a specific crosswalk of the UPWP to the CPRC Budget. This is to ensure alignment between the TWTPO Policy Board's UPWP and the CPRC Board of Delegates approved budget.

III. BUDGET; FINANCIAL ADMINISTRATION; COST AND EXPENSE ALLOCATION AND ACCOUNTING

A. IN GENERAL; RESPONSIBLE OFFICERS.

As LPA, CPRC is the custodian and repository of ~~DCHC~~TWTPO's funds and accounts. ~~DCHC~~TWTPO revenues, proceeds, and other incomes and receipts will be paid to CPRC and maintained by CPRC in a designated ~~DCHC~~TWTPO fund or funds. The CPRC CFO is the Finance Officer for ~~DCHC~~TWTPO funds and is responsible for pre-audit and other functions under the general direction of the Central Pines Regional Council Executive Director. The TWTPO Policy Board designates the Central Pines Finance Officer and Deputy Finance Officer(s) to act on behalf of TWTPO with respect to North Carolina Local Government Budget and Fiscal Control Act provisions.

In order to assure proper internal controls and compliance with North Carolina Local Government Budget and Fiscal Control Act provisions, the current Triangle West TPO MPO Transportation Planner – Administration and Finance shall be transferred to be a Central Pines Regional Council employee who will report to the CPRC Chief Finance Officer. This transfer shall occur on or before July 1, 2027. Payment for the salary, fringe, and indirect cost of this position shall be directly billed to TWTPO and shall be paid on a quarterly basis.

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B. ~~DCHC BUDGET.~~

Through this agreement, both parties acknowledge that the Central Pines Regional Council Executive Director has sole responsibility for the recommended Central Pines Annual Budget and is the organization's Budget Officer per the North Carolina Local Government Budget and Fiscal Control Act. ~~DCHC~~. TWTPO shall follow the same budget schedule and process as other CPRC programs and departments for budget development and budget amendment purposes. Late submissions of budget and/or budget amendment documents may be considered a breach of ~~contract per~~of this Agreement. ~~.~~

A budget calendar shall be produced by CPRC no later than December 1 of each year, outlining the budget process. ~~DCHC~~ TWTPO shall only submit a budget to CPRC for consideration in which budgeted revenues equal ~~or exceed~~ budgeted expenses, and in which ~~DCHC~~ TWTPO independently provides for one or more sources of revenue. No CPRC funds shall be included in ~~DCHC~~TWTPO's budget.

Central Pines Regional Council uses its member dues for certain employee appreciation items/events. Triangle West staff members may participate in these events pending a proportional contribution from TWTPO for the event. The TWTPO Executive Director shall notify CPRC staff whether TWTPO will opt in or out of employee appreciation events sponsored by CPRC at the time of TWTPO's budget submission to CPRC. Examples of events include but are not limited to yearly years of service recognition, events following staff meetings, etc.

A properly submitted ~~DCHC~~TWTPO budget shall be approved by the CPRC Board of Delegates as part of its budget process and included in CPRC's budget resolution as long as 1) the TWTPO Policy Board has approved the UPWP for the applicable Fiscal Year and 2) the TWTPO Executive Director's Recommended CPRC Budget, includes a) the cross walked version of the UPWP into the Central Pines budget format, b) any new positions, promotion or reclassification of positions and c) the proposed Pay and Classification Table for TWTPO and d) any proposed cost of living or merit increases for TWTPO

staff by the recommended budget deadline developed by CPRC.

Once the budget has been approved by the Board of Delegates, any requested increase to the budget will require additional approval by the Board of Delegates or CPRC Executive Committee. ~~DCHC~~TWTPO staff shall prepare all documents, including staff reports, necessary to bring a requested budget increase forward to the Board of Delegates in accordance with CPRC Board of Delegates or Executive Committee deadlines established by CPRC. The TWTPO Policy Board shall approve any Budget Amendments prior to consideration by the CPRC Executive Committee or Board of Delegates and must be done before budget amendment submission deadlines established by CPRC.

C. CONTROL AND MANAGEMENT OF FUNDS; AUDIT.

Management of ~~DCHC~~TWTPO accounts will be in accordance with federal regulations, the NC Local Government Budget and Fiscal Control Act, rules, regulations, and practices applicable to local governments in this State, the MPO Agreement between CPRC, ~~DCHC~~TWTPO, and the North Carolina Department of Transportation, and all finance-related policies of CPRC.

~~DCHC~~TWTPO funds in the custody of CPRC will be part of pooled cash and will be allocated a proportionate share of monthly interest earnings based on cash balance at the end of each month. Beginning July 1, 2027, TWTPO shall have sufficient funds in place to cash flow its own direct costs. Similarly, negative cash balances will reduce interest earnings by the proportionate share of cash balance at the end of the month.

CPRC will report year-end financial activities related to the independently created ~~DCHC~~TWTPO revenue and expenditure fund as part of CPRC's Annual Comprehensive Financial report. ~~DCHC~~TWTPO is responsible for producing and providing all federal reporting and documentation necessary to complete the annual audit by the deadlines established by the CPRC CFO. Failure to do so may constitute a breach of ~~contract~~this Agreement under Section IX B of this Agreement.

~~DCHC~~TWTPO's financial transactions will be included in CPRC's annual external financial audit. ~~DCHC~~TWTPO staff shall promptly fulfill any auditor requests for information related to ~~DCHC~~TWTPO transactions. Any findings or action required because of the audit will be reported directly to the TWTPO Policy Board by the Central Pines CFO and must be promptly addressed and resolved by ~~DCHC~~TWTPO; failure to do so constitutes a material breach of this Agreement.

The Parties acknowledge that Central Pines Regional Council is subject to the North Carolina Local Government Budget and Fiscal Control Act and the regulatory authority of the North Carolina Local Government Commission. Under North Carolina law, the Central Pines Executive Director and Chief Finance Officer are solely responsible for Central Pines' financial compliance, under the direction of the Central Pines Regional Council Board of Delegates. TWTPO shall support, defer to, and comply with all Central Pines' financial policies, schedules, and financial-related directives to ensure Central Pines' full compliance with applicable North Carolina law and federal regulations. Failure to do so may constitute a breach under Section IX.B. (Termination) of this Agreement.

D. COSTS OF LPA SERVICES.

~~DCHC~~TWTPO shall reimburse CPRC for Costs arising from services to ~~DCHC~~TWTPO by CPRC as LPA. Such Costs include both "Direct LPA Costs" and "Indirect LPA Costs", as further described below:

Direct LPA Costs. These costs include actual cost reimbursement of any type of sums paid by CPRC on ~~DCHC~~TWTPO's behalf, such as salary and benefit payments to ~~DCHC~~TWTPO staff; costs of other equipment or resources leased or purchased by ~~DCHC~~TWTPO; insurance

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(including worker's

compensation and settlements) and other actual and direct costs of products provided to ~~DCHC~~TWTPO by CPRC. Per Section II C of this agreement, TWTPO will assume responsibility for cash flowing its own direct costs effective July 1, 2027.

Indirect LPA Costs. ~~CPRC and DCHC have reached agreement regarding principles and guidelines for determining and allocating indirect costs of LPA services and resources. DCHC~~ TWTPO will pay the same indirect cost rate as all other CPRC programs provided to ~~DCHC~~TWTPO by CPRC ("Indirect LPA Costs").

~~DCHC~~Beginning July 1, 2027 TWTPO shall have sufficient funds to pay direct costs. CPRC will only pay direct costs on behalf of TWTPO if sufficient funding is available in the TWTPO Fund for direct costs. No CPRC funds shall be used to fund TWTPO operations. Every~~, every~~ quarter, TWTPO shall reimburse CPRC for all accrued and eligible Direct (until July 1, 2027) and Indirect LPA Costs. CPRC will invoice ~~DCHC~~TWTPO for all Direct (until July 1, 2027) and Indirect LPA Costs by the 15th of the following month after the end of the quarter. ~~A~~All invoices shall be paid within thirty (30) days of receipt. ~~DCHC~~TWTPO shall have sole responsibility for satisfying all requirements, including the submission of all necessary documentation, to receive any federal, state, or other funding necessary to reimburse CPRC for such costs. If ~~DCHC~~TWTPO reimbursements to CPRC for a given fiscal year do not cover all accrued ~~and eligible Direct and Indirect~~ Indirect LPA Costs for that quarter, CPRC is authorized to charge interest on the ~~LPA Costs for that~~ past due balance up to the state statute limitation.~~fiscal year~~, ~~DCHC~~TWTPO will provide final reimbursement to CPRC of Direct and Indirect LPA Costs due, if any, on or before September 15 of the following fiscal year. It is anticipated that this funding will come from Federal grants, State of North Carolina funding, and receipt of ~~DCHC~~TWTPO member participation fees.

IV. CONTRACTING AND PROCUREMENT

~~DCHC~~TWTPO has sole authority and responsibility to review and approve all proposals and contracts and other agreements arising under the authority of ~~DCHC~~ TWTPO relating to such matters that are not the responsibility of CPRC as LPA. ~~DCHC's~~ TWTPOs solicitations, proposals, bids, and contracts for the procurement of equipment, materials, services, or any other item shall be handled in accordance with applicable CPRC policies and procedures and State or federal policies and regulations to which ~~DCHC~~ TWTPO is subject. TWTPO will be held individually responsible for any breaches of Federal, State or CPRC procurement laws, rules and/or procedures. CPRC retains the right to deny payment of ~~contracts, POs or Accounts Payable~~TWTPO obligations that do not properly follow or adhere to federal, state, ~~of~~ CPRC procurement and/or NC Local Government Budget and Fiscal Control Act procedures and requirements.

CPRC and ~~DCHC~~ TWTPO acknowledge and agree that ~~DCHC's~~ TWTPOs contracting and procurement practices shall be governed by, and ~~DCHC~~ TWPTO has adopted, applicable federal and NCDOT Disadvantaged Enterprise goals and policies. In addition, ~~DCHC~~ TWTPO shall comply with CPRC's non-discrimination Policy Statement and requirements and policies relating to contracting and procurement.

~~DCHC~~ TWTPO shall enter into any contract or other agreement in its name only. ~~DCHC~~ TWTPO shall have no authority to bind or obligate CPRC to any contract or other agreement.

The Central Pines Regional Council Executive Director shall review all Triangle West TPO contracts for compliance with applicable federal, State, and CPRC procurement policies and procedures and the NC Local Government Budget and Fiscal Control Act. TWTPO shall submit each proposed contract or other agreement, together with supporting procurement documentation, to the CPRC Executive Director not less than ten (10) business days prior to the intended date of execution, and the CPRC Executive Director shall complete review and provide any comments within that period. Such review is for compliance purposes

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only and does not constitute approval or ratification of, or CPRC's assumption of any obligation or liability under, any TWTPO contract or agreement. Notwithstanding such review, TWTPO retains sole authority and responsibility to execute its contracts and other agreements in its own name as provided in this Section IV, and no review by CPRC shall be construed to bind or obligate CPRC.

V. OFFICE SPACE, INFORMATION TECHNOLOGY AND OFFICE EQUIPMENT

CPRC agrees to provide ~~DCHC~~TWTPO with offices, information technology and office equipment and related technical, administrative, and clerical services, and other incidental items, in the performance of ~~DCHC~~TWTPO's duties and responsibilities, ~~as set forth in Exhibit 2 to this Agreement.~~in the same manner it provides those services to all CPRC employees.

As part of this agreement, CPRC will provide offices and typical office and IT equipment to ~~DCHC~~TWTPO. ~~DCHC~~TWTPO and CPRC equipment will be similar and ~~DCHC~~TWTPO staff members will use the office space and equipment just as CPRC employees. No IT files shall be maintained under separate drives or systems outside of those approved for use by Central Pines employees to ensure proper cybersecurity and public information compliance. Under this agreement, it is understood that having similar equipment for all promotes a positive office culture. It is understood that there may be certain specific, mission-critical equipment needs for ~~DCHC~~TWTPO ~~that are above and beyond~~. Those items that are purchased wholly from ~~DCHC~~TWTPO funds, ~~but~~ must be approved by Central Pines IT Provider and managed and maintained by the CPRC IT provider. This additional equipment will remain the property of ~~DCHC~~TWTPO.

~~DCHC acknowledges and agrees that, with respect to computer hardware, software, or other resources intended to operate on or communicate through CPRC's network, such hardware, software, or resources are subject to CPRC approval for compatibility and consistency with CPRC standards.~~

VI. HUMAN ~~RESOUCES~~RESOURCES; STAFF SUPPORT; PERSONNEL MANAGEMENT

~~DCHC~~TWTPO and CPRC agree that individuals comprising the staff of ~~DCHC~~TWTPO will be regular employees of CPRC for purposes of CPRC's Personnel Management Policies (defined below), NC Local Governmental Employees' Retirement System ("LGERS"), benefits, and general payroll administration, to the extent permitted by law. CPRC agrees to provide services, benefits, and entitlements to the staff members of ~~DCHC~~TWTPO, as provided to other employees of CPRC, as set forth in Exhibit ~~3~~ 1 to this Agreement.

~~DCHC's~~ TWPO's Executive Director will be responsible for submitting the necessary information to CPRC to establish, maintain, and periodically update job descriptions and pay grades for ~~DCHC~~ TWTPO staff members in CPRC's Payroll System.

Under the authority of ~~DCHC's~~ TWTPOs Executive Board, ~~DCHC's~~ TWTPO's Executive Director shall be responsible for full oversight and supervision of the ~~DCHC~~ TWTPO staff. Subject to the ~~DCHC~~ TWTPO Executive Board's authority and direction, the ~~DCHC~~ TWTPO Executive Director's responsibilities include adding or deleting staff and/or staff positions, adjusting staff responsibilities and salaries, and determining when and whom to hire, terminate, suspend, or otherwise discipline, in accordance with all applicable laws and regulations, and the rules and procedures of CPRC's Personnel Policy, relevant Policy Statements and Standard Procedures, and any future policy amendments, ordinances or documents governing administration of employment, such as a Personnel Handbook (collectively, "Personnel Management Policies"), except that the ~~DCHC~~ TWTPO Executive Director (or designee) shall act in the stead of CPRC's Executive Director or Human Resources Department. The TWTPO Executive Director agrees not to hire any applicant who has previously been terminated from CPRC for cause. In order to comply with this requirement, prior to making any new hire, the TWTPO Executive Director shall submit the name of the proposed hire to the CPRC Human Resources Director for review. The ~~DCHC~~ TWTPO Executive Board shall be responsible for full oversight and supervision of the Executive Director, including decisions to hire, terminate, suspend, or discipline the Executive Director, or to adjust the duties or salaries of the position.

~~DCHC~~ TWTPO staff will be generally subject to the Personnel Management Policies applicable to employees of CPRC, ~~except for those matters set forth in Exhibit 4 hereof.~~

VII. COMMUNICATION/COOPERATION

CPRC and ~~DCHC~~TWTPO, through its Executive Director, shall provide cooperation, communication, and assistance, to each other so that services and activities of both organizations will be carried out in the most efficient and professional means possible.

Contact individuals for purposes of communications and notices under this Agreement are as follows: ~~FOR~~

~~DCHC~~FOR TWTPO:
Doug Plachcinski, Executive Director
4307 Emperor Blvd. Suite 110
Durham, NC 27703

FOR CPRC:
Lee Worsley, Executive Director
4307 Emperor Blvd. Suite 110
Durham, NC 27703

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VIII. LEGAL REPRESENTATION

The CPRC Attorney does not represent ~~DCHC~~TWTPO and is not permitted to provide any legal advice or counsel to ~~DCHC~~TWTPO staff or the Executive Board.

~~DCHC~~TWTPO may contract for general legal services on a continuing basis as it deems appropriate. As it deems necessary, ~~DCHC~~TWTPO may engage other legal counsel for more specialized needs, projects, or assignments.

IX. AMENDMENT, TERMINATION, INDEMNIFICATION, MISCELLANEOUS.

A. Entire Agreement; Amendments.

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, "clickthrough agreement"). ~~The CPRC Executive Director and DCHC Executive Director are authorized to make amendments to the Exhibits to this Agreement without further approval from the Board of Delegates or Executive Board; all other~~ All amendments to this Agreement must be authorized by the Board of Delegates and Executive Board. All amendments shall be memorialized in a written amendment signed by both parties. Neither party may amend, or seek to amend, this Agreement by clickthrough agreement.

B. Termination.

TWTPO has informed CPRC of its interest in terminating this Agreement and entering into a new agreement with CPRC under which CPRC services are charged to TWTPO as direct costs. This statement of interest is not a notice of termination, and this Agreement remains in full force and effect through June 30, 2028 unless a new agreement approved by both Parties takes effect.

Based upon deliverables agreed upon in writing by both parties prior to bidding, an independent consultant with cost allocation and indirect expertise will be jointly selected and engaged to study and make recommendations regarding:

1. A methodology to convert TWTPO from an indirect cost framework to a direct cost framework that is acceptable to CPRC's federal cognizant agency for indirect costs (currently the US Department of the Interior).

2. An independent assessment of the financial impacts of the change on TWTPO's local government members and CPRC's local government members, including the effect on CPRC's indirect cost pool and on the indirect cost rate paid by CPRC's other programs, together with recommended next steps that support TWTPO's desire to move to a direct charge methodology while minimizing the financial impact on CPRC and its local government members.

3. Presentation of the consultant's draft results and recommendations to a joint meeting of TWTPO's TCC and CPRC's local government managers for review and input.

4. Incorporation of the input received into a written final report and a final presentation.

5. Presentation of the final report and recommendations to a joint meeting of the TWTPO Policy Board and the CPRC Executive Committee.

6. Facilitation of discussions between the TWTPO Policy Board and the CPRC Executive Committee toward a mutually agreeable solution, and direction to TWTPO and CPRC staff for drafting a new agreement, which shall take effect only upon approval by the TWTPO Policy

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Board and the CPRC Board of Delegates as required by Section IX.A.

This work shall commence no later than March 1, 2027 and shall conclude no later than December 31, 2027. The Parties shall engage the consultant in time to meet the March 1, 2027 start date, and shall schedule the consultant's results so that they can be considered in developing the budget for the fiscal year beginning July 1, 2028, in accordance with the budget calendar described in Section III.

If the TWTPO Policy Board elects by formal vote not to approve a new direct services agreement following the process described above, TWTPO may terminate its Lead Planning Agency relationship with CPRC effective upon the expiration of this Agreement on June 30, 2028, provided that the termination fee described below is paid to CPRC. The termination fee is also payable if this Agreement expires on June 30, 2028 without a new agreement having been executed by the Parties.

The termination fee is intended to make CPRC and its local government members financially whole for office expansion investments made in 2023. Significant portions of the expansion were planned to accommodate TWTPO staff through 2033. The Parties agree that the termination fee is a reasonable estimate of the costs CPRC will be unable to recover and is not a penalty.

The termination fee totals $1,125,471.00. TWTPO may pay the termination fee in five equal annual installments of $225,094.20, due on July 1 of each year from 2028 through 2032, as shown in the schedule below, with the final installment covering the period through June 30, 2033, or may pay the unpaid balance in full at any earlier time without penalty.

Due July 1, 2028 - $225,094.20

Due July 1, 2029 - $225,094.20

Due July 1, 2030 - $225,094.20

Due July 1, 2031 - $225,094.20

Due July 1, 2032 - $225,094.20

TWTPO's obligation to pay the termination fee survives the expiration or termination of this Agreement. Any installment not paid within thirty (30) days of its due date is subject to interest as provided in Section III.D, and CPRC may pursue any remedy available under this Agreement or by law to collect it.

~~Any Party desiring to terminate this Agreement without cause shall give written notice to the other Party at least six (6) months prior to the expiration of the Initial Term or any Renewal Term. If such notice is timely given, the Agreement shall terminate at the end of the relevant Term. After thirty (30) days written notice to the other party of its default or breach, this Agreement may be terminated by the non-defaulting party, provided that the other party has not taken all reasonable actions to remedy the breach. In the event of termination for any reason (or no reason), CPRC shall be paid (1) all Direct LPA Costs incurred before the date of termination, as well as (2) a pro rata share of all Indirect LPA Costs for the period prior to the date of termination. In addition, CPRC shall be paid (3) any costs incurred or anticipated to be incurred by CPRC due to DCHC's breach of Agreement and (4) any Direct or Indirect LPA Costs incurred by reason of termination.~~

C. Indemnification.

To the fullest extent permitted by law, ~~DCHC~~TWTPO shall indemnify and hold harmless CPRC, its officers and employees (collectively, "Indemnitees"), from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively, "Claims"), by whomsoever brought or

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alleged, arising out of, resulting from, or in connection with (a) any breach by ~~DCHC~~TWTPO or any of its officers, employees, contractors, or agents (collectively, "Indemnitors"), of any term or condition of the Agreement, (b) any breach or violation by Indemnitors of any applicable law or regulation, or (c) any other cause resulting from any act or failure to act by Indemnitors under this Agreement or as otherwise required by applicable law or policy. Specifically, and not by way of limitation, ~~DCHC~~TWTPO shall indemnify and hold harmless Indemnitees from and against all Claims arising out of ~~DCHC~~TWTPO's human resources responsibilities, which include adding or deleting staff and/or staff positions, adjusting staff responsibilities and salaries, and determining when and whom to hire, terminate, suspend, or otherwise discipline. This indemnification shall survive the termination of the Agreement.

D. ~~DCHC~~TWTPO's Representations and Warranties. By executing the Agreement, ~~DCHC~~TWTPO represents and warrants that now and continuing for the term of Agreement:

1. ~~DCHC~~TWTPO shall comply with the agreement and with all applicable federal, state, and local laws, ordinances, rules, and regulations governing ~~DCHC~~TWTPO and its operations (collectively 'laws and regulations'.);
2. ~~DCHC~~TWTPO will work in good faith with CPRC to meet requirements imposed by the federal or state government or other funding entity if such funds are used to fund any portion of the agreement;
3. The individuals signing the agreement have the authority to bind ~~DCHC~~TWTPO to the obligations set forth herein, and such individuals personally warranty they have such authority;
4. Neither the execution of this agreement, nor the fulfillment or compliance with its terms and conditions, nor the completion of transactions contemplated by this agreement,
    i. Results in a breach of the terms, conditions, or provisions of any agreement or instrument that ~~DCHC~~TWTPO is not a party, that binds ~~DCHC~~TWTPO, or constitutes a default under any of the forgoing, or
    ii. Requires the approval of any regulatory body or any other entity the approval of which is not attained.

E. CPRC's Representations and Warranties. By executing the Agreement, CPRC represents and warrants that now and continuing for the term of the Agreement:

1. CPRC will comply with the agreement and with all laws and regulations;
2. CPRC will work in good faith with ~~DCHC~~TWTPO to meet requirements imposed by the federal or state government of other funding entity if such funds are used to fund any portion of the agreement;
3. The individuals signing the agreement have the authority to bind CPRC to the obligations set forth herein, and such individuals personally warranty they have such authority; and
4. CPRC provides no other representations or warranties. Specifically, and not by way of limitation, CPRC does not warrant that the arrangement contemplated herein satisfies legal requirements for ~~DCHC~~TWTPO staff to be considered members of the LGERS.

F. Insurance. ~~CPRC~~TWTPO ~~shall procure~~ ~~shall provide~~ insurance coverage for ~~DCHC~~TWTPO employees for claims under workers' or workmen's compensation acts as required by law; Commercial General Liability Insurance. (including contractual liability and completed operations) covering claims arising out of or related to bodily injury and to real and personal property; Commercial Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering bodily injury or death, and property damage when vehicles are used in performance of work or brought onto CPRC's premises; Employment Practices Liability covering claims arising out of employment including discrimination, harassment, wrongful termination, etc.; Fidelity/Public Official Bond for Finance Officer as required by state law for faithful performance of duties; Cyber Liability (if applicable) covering infringement, information theft, release of private information, damage, destruction and alteration of electronic information, extortion, network security, breach response costs, and regulatory fines; and Professional Liability Insurance (if applicable) covering personal injury, bodily injury and property damage and claims arising out of or related to performance under this Agreement. Payment for insurance will be part of the Indirect LPA Costs charged to TWTPO by CPRC. Budgetary estimates for insurances described within this section must be provided to CPRC no later than January 1 preceding the next Fiscal Year. ~~.~~If estimates are received after January 1, then insurance will be charged to TWTPO as a direct LPA expense.

1. Minimum limits of insurance coverage are:
    i. General Liability: $1,000,000 per occurrence/$2,000,000 aggregate

ii. Commercial Auto Liability: $1,000,000 CSL Commercial Excess Liability / Umbrella Policy $1,000,000 per occurrence

iii. Workers Comp: Statutory Limits

iv. Employers Liability: $500,000 per occurrence

v. Employment Practices Liability: $1,000,000 per occurrence/$2,000,000 aggregate

vi. Fidelity/Public Official Bond: Statutory Limits

vii. Errors & Omissions (if applicable): $1,000,000 per claim

viii. Cyber Liability (if applicable): $1,000,000 per claim

2. ~~DCHC~~ TWTPO may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds more than or broader than the specified minimum limits of insurance and coverage must be available to CPRC.

3. The insurance policies are to contain, or be endorsed to contain, the following provisions:

   i. Insurers: The minimum insurance ratings for any company insuring ~~DCHC~~ TWTPO shall be Best's A-. If the ratings of any insurance carrier fall below the minimum rating, CPRC may, at its option, require the ~~DCHC~~ TWTPO to purchase insurance from a company whose rating meets the minimum standard. TWTPO's~~DCHCs~~ insurance carrier(s) shall be authorized to do business in the state of North Carolina. If ~~DCHC~~ TWTPO is unable to find an authorized carrier for any line of insurance coverage, TWTPO~~DCHC~~ will notify CPRC in writing immediately.

   ii. Additional Insured Status: ~~DCHC~~ TWTPO insurance policies must name CPRC, its elected officials, officers, employees, and volunteers as an additional insured.

   iii. Notice of Cancellation: Each ~~DCHC~~ TWTPO policy will provide that CPRC must receive at least thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, ~~DCHC~~ TWTPO will procure substitute insurance to assure CPRC that the minimum limits of coverage are maintained continuously throughout the periods specified herein. If ~~DCHC~~ TWTPO fails to procure substitute insurance, CPRC may do so on ~~DCHC's~~ TWTPO's behalf at ~~DCHC's~~ TWTPO's cost and expense.

   iv. Primary: ~~DCHC~~ TWTPO insurance coverage is primary for any claims related to this agreement.

   v. Subrogation Waiver: The insurer(s) have no right of recovery or subrogation against CPRC, its agents or agencies. The Parties' intention is that the insurance policies protect CPRC and are primary coverage for all losses covered by the policies.

   vi. Coverage Verification: ~~DCHC~~ TWTPO will provide a certificate of insurance and all endorsements at, or prior to, execution of this Agreement. CPRC's review or acceptance of insurance certificates does not relieve ~~DCHC's~~ TWTPO's requirement to provide the specific insurance coverages or constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements in this Agreement.

4. Certificate Holder address should read:

   Central Pines Regional Council
   4307 Emperor Boulevard, Suite 110
   Durham, North Carolina 27703

G. Public Records. ~~DCHC~~TWTPO acknowledges that certain records in the custody of CPRC are public records and may be released pursuant to G.S. 132-1, *et. seq*.

H. Acknowledgment of CPRC Brand and Logo Ownership and Restrictions; Dissemination of Information: CPRC has developed proprietary branding (the "CPRC Brand") centered around the CPRC Logo ("Logo") ~~DCHC~~TWTPO acknowledges and understands that CPRC is not conferring any license to ~~DCHC~~TWTPO under this Agreement to use or depict the Logo or Slogan or other aspects of the CPRC Brand. ~~DCHC~~TWTPO shall not make any use or depiction of the Logo, Slogan, or other aspects of the CPRC Brand without the prior express written approval of CPRC. CPRC takes efforts to assure that accurate information about CPRC is disseminated such that neither the public trust nor the public's perception of CPRC impartiality is compromised. ~~DCHC~~TWTPO, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning this Agreement without prior approval from CPRC. Any approval given by CPRC may be given with certain stipulations, such as CPRC participation in the creation of the public product or CPRC review and the option to refuse ultimate release of the final product should it fail to meet CPRC's standards and goals. 'Publicly disseminate' means but is not limited to electronic, video, audio, photographic, or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or presentations, news releases, articles, social media, or other media products, and/or ~~DCHC~~TWTPO's business collateral pieces.

I. Limited Assignment/Delegation. Neither Party shall assign or transfer its rights or interest in the Agreement, nor delegate its duties under the Agreement, without the other Party's written consent, which may not be unreasonably withheld.

J. Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction.

K. Governing Law. The rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of laws provisions. Any dispute arising from the Agreement shall be litigated in the courts of the State of North Carolina and all suits or actions related to the Agreement shall be brought exclusively in Durham County, North Carolina.

L. Non-Exclusive Remedies/No Waiver. The selection of one or more remedies for breach shall not limit a Party's right to invoke any other remedy available under the Agreement or by law. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to a Party shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power, or remedy may be exercised from time-to- time and as often as deemed expedient.

M. Survival. All representations, indemnifications, and other terms and conditions of the Agreement which by their nature should survive Agreement termination shall survive its expiration or termination. Gifts and Favors. ~~DCHC~~TWTPO shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and
N.C.G.S. §133-32.

N. Nondiscrimination. To the extent permitted by law, neither Party, their officers, employees, contractors, agents, successors, or permitted assigns, shall discriminate against any member of a

protected class as defined by federal, state, or local law.

O. Electronic Version of Agreement. CPRC may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

P. Verification of Work Authorization. ~~DCHC~~TWTPO shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

Q. No Third-Party Beneficiaries. There are no third-party beneficiaries to Agreement.

R. Pre-Audit Requirement. This Agreement has not been fully executed and is not effective until the Preaudit Certificate (if required by N.C.G.S. § 159-28) has been affixed and signed by the CPRC finance officer or deputy finance officer.

S. Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed to restrict or inhibit CPRC's police powers or regulatory authority.

T. No Waiver of Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by CPRC pursuant to N.C.G.S. § 160A-485 or to in any way waive CPRC's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of CPRC shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

U. Electronic Signatures. Both Parties acknowledge and agree that the electronic signature application DocuSign may be used to execute this Agreement and any associated documents. By selecting 'I Agree,' 'I Accept,' or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the Parties consent to be legally bound by the terms and conditions of this Agreement and that such act constitutes their signature as if physically signed. No certification authority or other third-party verification is necessary to validate such electronic signature and the lack of such certification or third-party verification will not in any way affect the enforceability of such electronic signature. Delivery of a copy of this Agreement or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

CENTRAL PINES REGIONAL COUNCIL

By:

NAME

_____ Chair, Board of Delegates

This instrument has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act

---

Hope Tally, Central Pines Finance Officer

TRIANGLE WEST TRASPORTATON PLANNING ORGANIZATION

By: _____

Board Chair, Triangle West Transportation Planning Organization Policy Board

This instrument has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act

---

Hope Tally, Triangle West -Finance Officer

Exhibit 2 – Provision of Office Space, Information Technology and Office Equipment

This Exhibit should outline which entity is responsible for which aspects of IT. Perhaps a chart such as this with check marks; or we may need something more complicated:

	CPRC	DCHC
Laptop leases		
Microsoft licenses		

Exhibit 13 – Provision of Human Resources, Staff Support, and Personnel Management Services

This Exhibit should outline which HR functions CPRC is responsible for and which ones DCHC TWTPO is responsible for. Perhaps

	CPRC	DCHCTWTPO
Job specification creation and editing		X
Position classification and reclassification evaluation	X	
Job ad creation		X
Job vacancy recruitment postings via NeoGov and other posting sources	X	
Application screening		X
Formulating interview questions; interviewing candidates; final selection		X
Background and drug testing administrative services and review of results	X	
Correspondence with job applicants	X	X
New Hire Paperwork	X	X
New employee I-9 verifications and storage	X	
Storage and Maintenance of benefits and related files	X	
Employee offboarding services (benefits related)	X	
Employee offboarding	X	X
Diversity, Equity, and Inclusion Initiatives/work	X	X
Organizational Development services	X	X

Employee Communication platforms	X	X
Policy and Procedure compliance	X	
Employee questions regarding policies and procedures	X	
New employee onboarding (for benefits administration, policies and procedures)	X	
~~New employee orientation (for organizational culture, policies, and procedures)~~	~~X~~	~~X~~
Employee performance evaluations, including pay for performance and merit increase recommendations (CPRC provides system, TWTPO is responsible for execution based on CPRC deadlines)		X
New Employee entry and existing personnel action entry into Payroll/Personnel system	X	
Disciplinary and employee relations issues (CPRC only serves an advisory role, if engaged by TWTPO)	X	X
Employee investigations (CPRC only serves an advisory role, if engaged by TWTPO)	X	X
Employee dismissals (CPRC only serves an advisory role, if engaged by TWTPO)	X	X
Storage and Maintenance of employee personnel files	X	
General benefits questions	X	~~X~~
Core (health/dental/life ins) related benefits administration services	X	
~~Short-Term Disability Benefit services~~	~~X~~	
Health and Flexible Spending Benefit services	X	
Any other CPRC provided employee benefits administration services	X	
FMLA and/or ADA administration services	X	
WORKERS' COMPENSATION CLAIMS AND INJURY ADMINISTRATION (including settlements)	X	

All Employee Safety	X	X
Leave related benefits administration services	X	
Retirement and 401(k) general questions	X	
Retirement application processing services	X	
All employee appreciation/recognition	~~X~~	X

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CENTRAL PINES REGIONAL COUNCIL

EXECUTIVE COMMITTEE MEETING MINUTES

Wednesday, September 23, 2026 | 6:00 – 8:00 pm | Virtual
Chair Susan Evans Presiding

Delegates & Alternates Attending:

Sheveil Harmon, Angier
Javiera Caballero, Durham
Kathleen Fergerson, Hillsborough
Robb English, Hillsborough (A)
Chris Deshazor, Holly Springs
Eric Davidson, Lee County
Katy Garcia, Micro
Tom Adams, Moore County
Rebecca Wyhof Salmon, Sanford
Byron McAllister, Selma
Susan Evans, Wake County
Rick Hutchinson, Whispering Pines

CPRC Staff Attending:

Hannah Schuette, Management Analyst
Beth Seidel, Clerk to the Board
Hope Tally, Chief Finance Officer
Lee Worsley, Executive Director

DRAFT

1. Call to Order

a. Call to Order
b. Roll Call
c. Declaration of Quorum

Chair Susan Evans called the meeting to order at 6:01 pm and reviewed the process for virtual meetings. Beth Seidel, Clerk to the Board, completed the Roll Call, and it was determined there was a quorum present at the meeting.

d. Get to Know CPRC

Chair Evans shared that Central Pines Regional Council used to print maps of the region. If you needed to get around the Triangle, you could use the Triangle Metro Map. The Pines Preserves Library at the CPRC Office has a

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1999 Millennium Edition produced by Triangle J Council of Governments if anyone wants to take a look.

2. Review of Agenda

a. Review of Agenda

Chair Evans reviewed and approved the agenda as presented, with the addition of one change. An item was added to the Presentation & Recognition section of the agenda: item c. NC COG Association General Assembly Appropriation.

3. Presentations & Recognition

a. Recognition of New Executive Committee Members

Chair Evans welcomed new Executive Committee Members Katy Garcia from the Town of Micro and Eric Davidson from Lee County. Ms. Garcia is serving as the new Secretary/Treasurer for the CPRC Board of Delegates. They each introduced themselves.

b. CPRC Policy Brief on SNAP Funding Impacts to Central Pines Local Governments

Executive Director Lee Worsley shared that in recent sessions of the United States Congress and the North Carolina General Assembly, new laws regarding the Supplemental Nutrition Assistance Program (SNAP) were adopted, affecting how the program is funded. For local governments in the Central Pines Region, the new laws will significantly reduce County revenue for funding SNAP and sales tax revenue for Counties and municipalities based on error rates.

Central Pines has developed a Policy Paper explaining the fiscal impact of the SNAP changes on our local governments. The paper was included in the agenda packet and will be distributed to our partners over the next few days.

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Development of the Policy Paper aligns with Central Pines 2026-2029 Strategic Plan under the Regional Excellence and Innovation Strategic Focus Area, Goal 1 – Establishing Central Pines as the region's leading, trusted resource on the issues that most impact local goals, policy and services.

Across the fifty-one local governments in the Central Pines Region, this will result in a $39 million total annual revenue reduction.

c. NC COG Association General Assembly Appropriation

Mr. Worsley shared that the NC General Assembly has a new nonrecurring appropriation of $3.9M to the NC COG Association. The purpose is to provide financial administration and support services to local governments across the state. CPRC has an opportunity to expand support for member governments.

In the last two months, CPRC has received or become aware of financial assistance needs in four local units of government (two of the four are local governments on or recently on the NC Local Government Commission Unit Assistance List). CPRC has not been able to address those needs due to a lack of capacity. It's difficult to have capacity "at the ready" when we can't predict when assistance is needed.

Mr. Worsley asked the Executive Committee if the proposed focus on the categories presented (Plan, Strengthen, and Sustain) makes sense. He also asked if they support staff engaging local governments to develop a regional proposal.

Chair Evans gave her support for this effort. Delegate Tom Adams agreed. Delegates Sheveil Harmon and Byron McAllister spoke from experience receiving support from CPRC that this would be a positive effort for our region. There is also the possibility for learning and mentorship opportunities for our local governments.

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4. Public Hearing

5. CPRC Program/Service Spotlight

a. Local Government Career Expo & Advancing Workforce Mobility

Beth Seidel, Member Engagement Coordinator, gave an overview of the 2026 Local Government (LOGO) Career Expo, including evaluation results from both job seekers in attendance and employers who were present. The third annual LOGO Career Expo was held Saturday, August 29 at the McKimmon Center in Raleigh. Twenty local government employers were present as vendors and over 300 job seekers were in attendance. Members of the Executive Committee provided helpful comments and insights into future events.

Hannah Schuette, Management Analyst, gave an update on the Advancing Workforce Mobility Grant, a $200,000 award led by Education Design Lab, supported by Credential Engine and nationally recognized non-profits. The goal of this grant is to unlock talent for high-vacancy local government roles by rethinking how we define qualifications and needed skills.

Ms. Schuette shared that there will be a Workforce Convening in October for initial engagement, followed by interviews and discussions with local government staff, organizations, current employees, and job seekers. The team will be developing tools that can be tested in chosen communities (job descriptions, interview questions, credential recommendations) and will share the findings with the region to begin scaling those tools and creating long-term solutions.

6. Business

a. Authorizing Opening of Bank Account

Hope Tally, Chief Finance Officer, explained that current Other Post-Employment Benefit (OPEB) trust funds are deposited at Wells Fargo. Wells

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Fargo has made changes to the account in the last two fiscal years that have reduced the amount of interest being earned by an average of 75%.

Ms. Tally recommended closing the current Wells Fargo account, and opening a new account with the North Carolina Capital Management Trust (CMT), and transferring the current balance from the Wells Fargo Trust account to a new NCCMT Trust account.

7. Consent Agenda

a. Draft Minutes: June 2026
b. Resolution Authorizing Opening of Bank Account, Resolution #2026-09-01
c. Budget Amendment 1, Resolution #2026-09-02
d. Authorization for Triangle West TPO to Renew Standard Subscription to StreetLight Data, Resolution #2026-09-03

Action: Adoption of Consent Agenda as presented
Motion: Tom Adams
Second: Javiera Caballero
Vote: Approved unanimously by roll call

8. Items Removed from Consent Agenda

9. Chair's Report

Chair Evans shared that there has been some work on the Triangle Bikeway. A policy maker forum has been put together with a representative from each of the communities that touches the Bikeway. They will have preliminary discussions on how it will be maintained and coordination.

10. Executive Director's Report

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Mr. Worsley thanked everyone for all their feedback tonight. He commended CAMPO and Triangle West TPO for their work on the Triangle Bikeway, as well as Delegate Terry Mahaffey from Apex for representing CPRC's Board on this effort.

Mr. Worsley shared that CPRC staff recently facilitated Town of Archer Lodge strategic plan discussion with their Board. It was great to have their elected officials and staff at the table for this process.

Our finance and HR team has been in the process of implementing a new enterprise resource system. There have been some bumps along the way, but all in all, it's going well. The finance portion has been implemented, and the HR portion will begin implementation in January.

Mr. Worsley provided an update on the LPA for Triangle West TPO. The Board asked to begin revisions on how to improve that document. Jenny Halsey, Deputy Executive Director, has been leading that effort and they continue to progress. Suggested changes will be brought to the Executive Committee for consideration.

11. Around the Region

Chair Evans opened the floor for members to share anything that's going on in their community.

Moore County
Delegate Tom Adams had a question about SNAP funding. Is there an overriding theme for what's being looked at by the state auditor? He also suggested that Central Pines staff reach out to Taylortown who recently lost their entire police force due to some personnel issues.

12. Other Business

13. Adjournment

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With there being nothing further, Chair Evans adjourned the meeting at 7:40 pm.

Duly adopted this 18th day of November while in regular session.

_____

Susan P. Evans, Board Chair

ATTEST:

_____

Beth Seidel, Clerk to the Board
Central Pines Regional Council

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Central Pines Regional Council Agenda Item Cover Sheet
Executive Committee

Agenda Item Information

Agenda Item Title: FY26-27 Budget Amendment #3

Meeting Date: November 18 (Executive Committee)

Agenda Location: Consent Agenda

Presenter(s): N/A

Recommendation: Place on Consent Agenda

Background Information

Overview/Summary *Use plain language, spell out acronyms, and assume the reader knows nothing about your topic*	According to the Budget Resolution for Fiscal Year 2026-2027 adopted on May 27, 2026, the Chief Finance Officer is authorized to transfer funds within and among divisions as needed during the fiscal year. Any additions or reductions to the total budget warrant adoption of an amendment to the FY27 budget resolution. The proposed attached resolution increases the total CPRC budget by $297,779. **New Project Funding**: No new project funding at this time. **Changes to Project Funding**: The following projects are being adjusted to reflect additional funding or expense needs under funding awards.
What communities in our region are impacted?	
Funding (if applicable) *Explain any funding for this item, how it's acquired, allocated, etc.*	

Project	Amount
NCARCOG ARPA Subrecipient	20,900
Lead Capacity Building	154,879
Fayetteville Street Corridor	122,000
Total	**297,779**

Supporting Documents (figure out this display/wording)

Is there any supporting documentation?

- ☐ No
- ☒ Yes (If yes, please list the attachments below)
    - Resolution

Central Pines Regional Council
A Resolution for Budget Amendment 3
of the Fiscal Year 2026-2027 Budget

WHEREAS, the Central Pines Regional Council adopted its 2026-2027 Budget Resolution on May 27, 2026; and, WHEREAS, it is necessary for Central Pines Regional Council to make a revision by way of the following amendment;

NOW, THEREFORE, BE IT RESOLVED that the Central Pines Regional Council FY 2026-2027 Budget Resolution is hereby amended as follows:

SECTION 1. REVENUES

Revenues by Source:	**Revised**	**Amendment**	**New Revised**
Federal	$ 5,190,470	$ 276,879	$ 5,467,349
Federal Pass Thru	$ 22,422,709	$ -	$ 22,422,709
State	$ 1,155,052	$ -	$ 1,155,052
State Pass Thru	$ 45,918	$ -	$ 45,918
Member Investment	$ 964,368	$ -	$ 964,368
Member Investment - TWTPO	$ 1,075,543	$ -	$ 1,075,543
Special Local Dues	$ 1,506,235	$ -	$ 1,506,235
Local Aging Share	$ 290,781	$ -	$ 290,781
Intergovernmental	$ 351,668	$ -	$ 351,668
Project Income	$ 1,660,880	$ 20,900	$ 1,681,780
Appropriated Fund Balance	$ 138,973	$ -	$ 138,973
Other Revenue	$ 108,009	$ -	$ 108,009
General Fund Total Revenues:	**$ 34,910,606**	**$ 297,779**	**$ 35,208,385**

SECTION 2. EXPENDITURES

Expenditures by Strategic Focus Area	**Revised**	**Amendment**	**New Revised**
Connected Places	$ 6,940,260	$ 154,879	$ 7,095,139
Connected Places-TWTPO	$ 5,735,308	$ -	$ 5,735,308
Organization Excellence	$ 318,293	$ -	$ 318,293
Prosperous & Sustainable Region	$ 3,662,746	$ 122,000	$ 3,784,746
Regional Excellence & Innovation	$ 1,623,303	$ 20,900	$ 1,644,203
Thriving People & Communities	$ 16,630,696	$ -	$ 16,630,696
General Fund Total Expenditures:	**$ 34,910,606**	**$ 297,779**	**$ 35,208,385**

Adopted and approved on this 18th day of November 2026.

Susan P. Evans, Chair

Attest:

Lee Worsley, Executive Director

Central Pines Regional Council Agenda Item Cover Sheet
Executive Committee

Agenda Item Information

Agenda Item Title: FY26-27 Budget Amendment #4 TWTPO

Meeting Date: November 18 (Executive Committee)

Agenda Location: Consent Agenda

Presenter(s): N/A

Recommendation: Place on Consent Agenda

Background Information

Overview/Summary *Use plain language, spell out acronyms, and assume the reader knows nothing about your topic*	According to the Budget Resolution for Fiscal Year 2026-2027 adopted on May 27, 2026, the Chief Finance Officer is authorized to transfer funds within and among divisions as needed during the fiscal year. Any additions or reductions to the total budget warrant adoption of an amendment to the FY27 budget resolution. The proposed attached resolution increases the total CPRC budget by $478,715. **New Project Funding**: Triangle West TPO received an award in the amount of $43,515 for administration and planning of the Durham urban area's Section 5310 allocation to enhance mobility for the elderly and disabled. **Changes to Project Funding**: The following projects are being adjusted to reflect additional funding or expense needs under funding awards.
What communities in our region are impacted?	
Funding (if applicable) *Explain any funding for this item, how it's acquired, allocated, etc.*	

Project	Amount
STBGDA Surface Transportation Block Grant	435,200
Total	**435,200**

Supporting Documents (figure out this display/wording)

Is there any supporting documentation?

- ☐ No
- ☒ Yes (If yes, please list the attachments below)
    - Resolution

Central Pines Regional Council
A Resolution for Budget Amendment 4
of the Fiscal Year 2026-2027 Budget

WHEREAS, the Central Pines Regional Council adopted its 2026-2027 Budget Resolution on May 27, 2026; and, WHEREAS, it is necessary for Central Pines Regional Council to make a revision by way of the following amendment;

NOW, THEREFORE, BE IT RESOLVED that the Central Pines Regional Council FY 2026-2027 Budget Resolution is hereby amended as follows:

SECTION 1. REVENUES

Revenues by Source:	**Revised**	**Amendment**	**New Revised**
Federal	$ 5,467,349	$ -	$ 5,467,349
Federal Pass Thru	$ 22,422,709	$ 399,024	$ 22,821,733
State	$ 1,155,052	$ -	$ 1,155,052
State Pass Thru	$ 45,918	$ -	$ 45,918
Member Investment	$ 964,368	$ -	$ 964,368
Member Investment - TWTPO	$ 1,075,543	$ -	$ 1,075,543
Special Local Dues	$ 1,506,235	$ 65,000	$ 1,571,235
Local Aging Share	$ 290,781	$ -	$ 290,781
Intergovernmental	$ 351,668	$ -	$ 351,668
Project Income	$ 1,681,780	$ -	$ 1,681,780
Appropriated Fund Balance	$ 138,973	$ 14,691	$ 153,664
Other Revenue	$ 108,009	$ -	$ 108,009
General Fund Total Revenues:	**$ 35,208,385**	**$ 478,715**	**$ 35,687,100**

SECTION 2. EXPENDITURES

Expenditures by Strategic Focus Area	**Revised**	**Amendment**	**New Revised**
Connected Places	$ 7,095,139	$ -	$ 7,095,139
Connected Places-TWTPO	$ 5,735,308	$ 478,715	$ 6,214,023
Organization Excellence	$ 318,293	$ -	$ 318,293
Prosperous & Sustainable Region	$ 3,784,746	$ -	$ 3,784,746
Regional Excellence & Innovation	$ 1,644,203	$ -	$ 1,644,203
Thriving People & Communities	$ 16,630,696	$ -	$ 16,630,696
General Fund Total Expenditures:	**$ 35,208,385**	**$ 478,715**	**$ 35,687,100**

Adopted and approved on this 18th day of November 2026.

Susan P. Evans, Chair

Attest:

Lee Worsley, Executive Director