
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE – ROOM 118
OCTOBER 2, 2017
9:00 AM

INVOCATION Commissioner Larry Lancaster

Minister:

Pledge of Allegiance

Recognition of the One Year Anniversary of Hurricane Matthew

1. Approval of Agenda

2. Consent Agenda
 - A. Approval of minutes of the September 18, 2017 regular meeting.

 - B. Approval of Offer to Purchase Surplus Real Property Being Lot 33, Lakeland Subdivision, Plat Book 8 at Page 52 Pursuant to the Upset Bid Process. **(Pg. 5)**

 - C. Approval of Contract to Administer the Crisis Intervention Program (CIP) and Low Income Energy Assistance Program (LIEAP). **(Pg. 6)**

 - D. Approval of Payment of Prior Year Invoices: **(Pg. 39)**
 - 1) Department of Social Services **(Pg. 40)**

 - 2) Finance Department **(Pg. 41)**

 - 3) Print, Mail & Design Services **(Pg. 42)**

- E. Approval of a Proclamation Recognizing Mr. Billy D. Horne for Many Years of Public Service to Cumberland County. **(Pg. 43)**
- F. Approval of a Proclamation Recognizing October 2017 as “Breast Cancer Awareness Month” in Cumberland County. **(Pg. 44)**
- G. Approval of Budget Ordinance Amendments: **(Pg. 45)**

General Fund 101

1) Sheriff Grants - Budget Ordinance Amendment B180474 to recognize grant funds in the amount of \$100,000 from University of North Carolina at Chapel Hill (UNC-CH)

The Board is requested to approve Budget Ordinance Amendment B180474 to recognize grant funds in the amount of \$100,000. This award is with the UNC School of Social Work Project NO REST Human Trafficking Grant. These funds are to be used to develop, train, and institute a formalized Rapid Response Team or similar group to respond with agility to new human trafficking situations.

Please note this amendment requires no additional county funds.

2) Department of Social Services - Budget Ordinance Amendment B180543 to recognize additional grant funds in the amount of \$16,161 from the Division of Social Services

The Board is requested to approve Budget Ordinance Amendment B180543 to recognize additional grant funds in the amount of \$16,161 from the Department of Health and Human Services - Division of Social Services. These funds will be used for administration of the Crisis Intervention Program (CIP) and Low-Income Energy Assistant Program (LIEAP) program.

Please note this amendment requires no additional county funds.

REGARDING ITEM 3 PLEASE NOTE:

Each fiscal year County departments may have projects that are not complete by the fiscal year end (6/30/17) or items ordered that have not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2017 budget; however, the money was not spent by June 30, 2017.

The following amendments seek to bring those funds forward from FY 2017 into the current fiscal year, allowing departments to complete and pay for these items. These revisions are not using ‘new’ funds, but are recognizing the use of FY17 funds in FY18.

General Fund 101

3) Information Services - Budget Ordinance Amendment B180352 to bring FY17 General funds forward in the amount of \$3,600

The Board is requested to approve Budget Ordinance Amendment B180352 to bring FY17 General funds forward in the amount of \$3,600. These funds represent annual upgrades to the Geographic Information System (GIS) that were not completed by FY17 but will be completed in FY18.

Contingency Funds Report – FY18

Contingency funds were not used.

PUBLIC HEARING

3. Public Hearing on Proposed Economic Development Incentives for “Project Virtual”. **(Pg. 47)**

ITEMS OF BUSINESS

4. Nominations to Boards and Committees **(Pgs. 49-68)**
- A. Animal Control Board (1 Vacancy) **(Pg. 49)**
- B. Library Board of Trustees (2 Vacancies) **(Pg. 64)**
5. Appointments to Boards and Committees **(Pgs. 69-70)**
- A. Fayetteville-Cumberland Parks and Recreation Advisory Commission (1 Vacancy) **(Pg. 69)**
- Nominees: Lee Spruill
Pam Story
6. Closed Session:
- 1) Economic Development Matter(s)
Pursuant to NCGS 143.318.11(a)(4)
 - 2) Attorney-Client Matter(s)
Pursuant to NCGS 143.318.11(a)(3)

ADJOURN

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, CO.CUMBERLAND.NC.US. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON FAYETTEVILLE/CUMBERLAND EDUCATIONAL TV (FCETV), SPECTRUM CHANNEL 5.

THE MEETING VIDEO WILL BE AVAILABLE AT YOUTUBE.COM/CUMBERLANDCOUNTYNC ON WEDNESDAY, OCTOBER 4.

IT WILL BE REBROADCAST ON WEDNESDAY, OCTOBER 4, AT 7:00 P.M. AND FRIDAY, OCTOBER 6, AT 10:30 A.M.

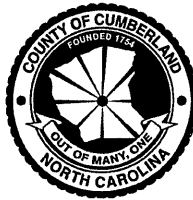
REGULAR BOARD MEETINGS:

October 16, 2017 (Monday) – 6:45 PM

November 6, 2017 (Monday) – 9:00 AM

November 20, 2017 (Monday) – 6:45 PM

RICKEY L. MOOREFIELD
County Attorney



ITEM NO. 2B

PHYLLIS P. JONES
Assistant County Attorney

ROBERT A. HASTY, JR.
Assistant County Attorney

OFFICE OF THE COUNTY ATTORNEY

5th Floor, New Courthouse • P.O. Box 1829 • Suite 551 • Fayetteville, North Carolina 28302-1829
(910) 678-7762

**MEMO FOR THE AGENDA OF THE OCTOBER 2, 2017,
MEETING OF THE BOARD OF COMMISSIONERS**

TO: Board of Commissioners; County Manager; Myra Brooks
FROM: County Attorney *R. Moorefield*
DATE: September 11, 2017
SUBJECT: Offer to Purchase Surplus Real Property Being Lot 33, Lakeland Subdivision, Plat Book 8 at Page 52

BACKGROUND:

The County and the City of Fayetteville acquired the property described as Lot 33, Lakeland Subdivision, Plat Book 8, page 52, located at 1419 Church Street, Fayetteville, with PIN 0428-92-9173, at a tax foreclosure sale in 2012 for a purchase price of \$7,868.96. The tax value of this parcel is \$16,945.00. The City conveyed its interest in the property to the County by Quitclaim Deed recorded July 26, 2017, in Book 10137 at Page 753.

According to the County's tax records, the parcel is vacant and zoned residential. Mr. Abner Cervera has made an offer to purchase this parcel for a price of \$7,868.96. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G.S. § 160A-269.

RECOMMENDATION/PROPOSED ACTION:

The County Attorney recommends that the Board consider the offer of Mr. Abner Cervera, and if the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269. The proposed advertisement follows:

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
ADVERTISEMENT OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property described herein is not needed for governmental purposes and proposes to accept an offer to purchase real property located in the City of Fayetteville, being Lot 33, Lakeland Subdivision, Plat Book 8 Page 52, located at 1419 Church Street, , with PIN 0428-92-9173 for a purchase price of \$7,868.96. Within 10 days of this notice, any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

October __, 2017

Candice White, Clerk to the Board

BRENDA REID JACKSON

Director

ASSISTANT DIRECTORS

Bobbie Redding
Legal Services

Crystal Black
Adult Services

Sandy Connor
Children's Services



CUMBERLAND
COUNTY
NORTH CAROLINA

DEPARTMENT OF SOCIAL SERVICES

SECTION CHIEFS

Sharon McLeod
Children's Services

Vivian Tookes
Economic Services

Vacant
Adult Services

John Nalbene
Business Operations

MEMORANDUM FOR THE BOARD OF COMMISSIONERS MEETING OF OCTOBER 2, 2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, CCDSS DIRECTOR

ITEM NO. 2C

DATE: SEPTEMBER 18, 2017

SUBJECT: APPROVAL OF CONTRACT TO ADMINISTER THE CRISIS INTERVENTION PROGRAM (CIP) AND LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP)

BACKGROUND:

The Cumberland County Department of Social Services has contracted with and outsourced its Energy Program to the Salvation Army to effectively administer the program. Due to limited space and personnel at the main building to accommodate upwards of 10,000 yearly applications, it was deemed necessary to contract with an external agency. This outsourcing has afforded CCDSS the opportunity to focus on other essential day to day business functions while continuing to meet the citizens' needs via an external entity. Previously, we were forced to rely on temporary staff who had to be trained to administer the program while the Salvation Army has a relatively low turnover rate and can offer knowledgeable and proficient staff.

RECOMMENDATION / PROPOSED ACTION:

We respectfully request your approval to contract with The Salvation Army again, in FY 17-18 in the amount of \$251,713 per year. Of this amount, there are no County funds required. The amount budgeted for FY18 for this program was \$235,552. Budget Ordinance Amendment B180543 recognizes additional funds received in the annual funding authorization in the amount of \$16,161 above the amount initially budgeted for this program.

BRJ/dmk

cc: Cumberland County Board of Social Services
CCDSS Management Team
File

We stand united to strengthen individuals and families and to protect children and vulnerable adults...

Contract # _____ Fiscal Year Begins July 1, 2017 Ends June 30, 2018

This contract is hereby entered into by and between the Cumberland County Department of Social Services (the "County") and The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville (the "Contractor") (referred to collectively as the "Parties"). Contractor's federal tax identification number is on file with the Cumberland County Finance Department.

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) Certification of Transportation (Attachment J) – **Not applicable**
- (11) **If applicable**, IRS federal tax exempt letter or 501 (c)(3)(Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (12) Certain Reporting and Auditing Requirements (Attachment L)
- (13) Contract Determination Questionnaire (required)
- (14) State Certification (Attachment M)
- (15) Salvation Army Policy Statement on Relationships with Other Groups and Organizations
- (16) **If applicable**, HIPAA Business Associate Addendum (checklist and forms)
- (17) Iran Divestment Form
- (18) County Request for Legal Review Documents

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on July 1, 2017 and shall terminate on June 30, 2018. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$251,713.00. This amount consists of \$251,713.00 in Federal funds, \$0.00 in State Funds, \$0.00 in County funds, \$0.00 TANF/MOE.

☒ a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$_____, which shall consist of:

- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$251,713.00

6. Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

- 7. Reporting Requirements:** Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
- 8. Payment Provisions:**
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.
- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|---|---|
| Name & Title: Jasmen Lima, Accounting Technician II County: Cumberland Mailing Address: P.O. Box 878 City, State, Zip: Fayetteville, NC 28302 Telephone: (910) 677-2917 Fax: (910) 677-2886 Email: jasmenlima@ccdssnc.com | Name & Title: Jasmen Lima, Accounting Technician II County: Cumberland Street Address: 1225 Ramsey Street City, State, Zip: Fayetteville, NC 28301 |

For the Contractor:

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|---|---|
| Name & Title: Captain Matthew Trantham Company Name: The Salvation Army Mailing Address: 220 E. Russell Street City State Zip: Fayetteville, NC 28301 Telephone: (910) 483-8119 Fax: Email: chris.flees@uss.salvationarmy.org matthew.trantham@uss.salvationarmy.org | Name & Title: Company Name: The Salvation Army Street Address: 1424 Northeast Expressway City State Zip: Atlanta, Georgia 30329-2088 |

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements: As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville:

Signature

Date

Printed Name

Title

County:

Signature

Date

Brenda Reid Jackson

Director

Printed Name

Title

By: _____

Glenn B. Adams, Chairman

Cumberland County Board of Commissioners

Date

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

Approved for Legal Sufficiency:

By: _____

Vicki Evans
County Finance Director

By: _____

COUNTY ATTORNEY'S OFFICE

Expires: 30 June 2018

(X) RENEWABLE

() NON-RENEWABLE

Attachment A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/underinsured motorist coverage; and a limit of \$25,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired

or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the

Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property

Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000:

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of

equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

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

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent

it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville

2. *If different* from Contract Administrator Information in General Contract:

Address: same

Telephone Number: 910-483-8119 Fax Number: _____ Email: matthew.trantham@uss.salvationarmy.org

3. Name of Program (s): Energy Programs

4. Status: () Public (☒) Private, Not for Profit () Private, For Profit

5. Contractor's Financial Reporting Year October 1 through September 30

B. Explanation of duties to be provided and to whom (include SIS Service Code):

The County agrees to:

- A) Provide hearing officers for denial appeals of application of energy assistance.
- B) Provide training and technical assistance to Salvation Army staff on procedures for taking applications and determining eligibility. NC FAST training will be provided for staff for Energy Assistance Programs as the implementation of the system progresses.
- C) Maintain fiscal responsibility for the program.
- D) Not allow disclosure of information in case records of any WFFA, food stamp, MA, Energy, or Service applicant/recipient (a/r) to other agencies.
- E) Act as liaison, as necessary, between the State and the Contractor to insure program integrity and compliance with reporting requirements.
- F) Reserve the right to have an auditor, as deemed appropriate by the County as part of its single audit procedure, review any facet of the administration of this program during its existence.
- G) Assume the responsibility for verification of income, review and approval of energy forms, and of writing checks to vendors for energy assistance payments.
- H) Allow the State Office to mail all forms, instructions, payment schedules, etc., to county departments. DSS is responsible for coordinating with the contracting agency.

The Contractor agrees to:

- A) Take and process applications for the Crisis Intervention, Low Income Energy Assistance Program (LIEAP), Project Share and Share The Warmth programs (known collectively as the "Energy Programs") in accordance with the State of North Carolina Energy Manual utilizing the DSS-8178, CIP Application. Applications will be taken during normal County business hours of 8 am to 5 pm Monday to Friday, with the exception of Cumberland County Governmental closings due to inclement weather and certain holidays to include New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (2 days) and Christmas (2 days).
- B) Provide space and equipment to operate the program at a location within Cumberland County.
- C) Hire additional staff as needed to carry out this program. All hiring must be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (29 CFR Part 60). (41 CFR)
- D) Assume responsibility for any and all errors made by the Contractor or any of its staff members in determining program eligibility.
- E) In connection with the performance of this Agreement, the Contractor shall comply with Title VI and VII of the Civil Rights Act of 1964 and 1991, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles for both personnel employed and clients served under this program.
- F) The Contractor shall not subcontract for the services described herein without first informing DSS and obtaining written approval.

- G) Assume the responsibility of processing the applications and submitting to DSS the approved client lists for payment processing to vendors. The Contractor will return any refunds that are received from vendors that were paid with energy assistance funds.
- H) Maintain all required records for three years after the county makes final payments or all other pending matters are closed, whichever is later.
- I) Provide the county, state, or federal government, or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- J) Provide DSS with a 90-day advance notice if requested to terminate the contract.
- K) Any approvals completed by Thursday of each week must be submitted to DSS by the 1st work day of the following week.
- L) Adhere and comply to any changes regarding Energy Programs coming from Local, State and Federal levels.
- M) Share contract duties and responsibilities with all Salvation Army departments within the Fayetteville offices.

The Contractor will maintain completed case files and index to recipients in accordance with the records retention law.

The Contractor will provide, by the 10th of each month, a complete listing of all clients, account numbers, and vendors paid the prior month, until the program funds are depleted. A final report, as indicated in the Energy Manual (Figure 900-5), will be due at the close of the program activities.

The Contractor will comply with all confidentiality regulations with regard to the protection of client specific information, as required by law. All information contained on an input form, printed on any output documents, and keyed into the system is considered to be confidential.

Insofar as practical, the CONTRACTOR shall cooperate with the operation schedule of the COUNTY and with other personnel employed, retained, or hired by the COUNTY.

C. Negotiated County Rate: N/A

D. Number of units to be provided: N/A

E. Details of Billing process and Time Frames;

The total expenditure under this agreement shall not exceed \$251,713.00

The contractor shall bill the County by the 5th business day of the month following services. The County ensures all invoices will be processed within 30 days.

F. Area to be served/Delivery site(s): Cumberland County

(Signature of Contractor)

(Signature of County Authorized Person)

(Date Submitted)

(Date Submitted)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Cumberland County Department of Social Services/Human Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 220 E. Russell Street
(Street address)

Fayetteville, Cumberland County, NC 28301
(City, county, state, zip code)
2. _____
(Street address)

(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Signature

Title

The Salvation Army,
A Georgia Corporation for The Salvation Army
of Fayetteville

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

The Salvation Army,
A Georgia Corporation for The Salvation Army of Fayetteville
Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of _____

County of _____

I, _____, Notary Public for said County and State, certify that _____
personally appeared before me this day and acknowledged that he/she is the _____
of The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville and by that authority duly
given and as the act of the corporation, affirmed that the foregoing Conflict of Interest Policy was read
adopted/declined (please circle one) by _____

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 _____

ATTACHMENT E - OVERDUE TAXES

THE SALVATION ARMY
220 E. Russell Street
Fayetteville, NC 28301
910-483-8119

July 01, 2017

To: Cumberland County Department of Social Services

Certification:

I certify that The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

_____, being duly sworn, says that I am the _____ respectively, of The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville of Fayetteville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Signature

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Cumberland County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

Signature

Title

The Salvation Army,
A Georgia Corporation for The Salvation Army
of Fayetteville

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT G

CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES/HUMAN SERVICES

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B. (3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

Signature

Title

The Salvation Army
A Georgia Corporation for The Salvation Army
of Fayetteville

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES/HUMAN SERVICES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, Federal Certification - Debarment (06/2015)

ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Title

The Salvation Army, A Georgia Corporation for
The Salvation Army of Fayetteville

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the [Taxpayer Advocate Service](#), an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

Attachment L
Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from **October 1 to September 30**.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

All annual grantee reports required by GS 143C-6-23 must be completed online at www.NCGrants.gov. The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in www.NCGrants.gov by your required due date.

To access the online grants reporting system go to www.NCGrants.gov and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to <https://www.ncgrants.gov/NCGrants/Help.jsp>. You can also email requests for assistance directly to NCGrants@osbm.nc.gov.

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the www.NCGrants.gov system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to NCGrants@osbm.nc.gov to request help.

All grantees must file their required reports online at www.NCGrants.gov without exception.

IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to: DHHS Office of the Controller
Attention: Audit Resolution
2019 Mail Service Center
Raleigh, NC 27699-2019

Or direct delivery to: 1050 Umstead Drive
Raleigh, NC 27606

Equipment Purchased with Contract Funds:

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.
- B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:
 1. Detailed equipment records shall be maintained which accurately include the:
 - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
 - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
 - c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
 2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.
 3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.
 4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
 5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.
 6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.
- D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

Use these charts to determine GS 143C-6.23 reporting requirements.

| Total Funds from All State Agencies | Reports Due (Key all reports into online reporting system at www.NCGrants.gov , including online submission of the audit when the system has the capability). Until that point, audits should be mailed to both the Office of the State Auditor and the NC Department of Health and Human Services (DHHS).) | Reports Due Date |
|--|--|---|
| Level 1 \$1 - \$24,999 | <ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of < \$25,000.* | Within 6 months of entity's fiscal year end |
| Level 2 \$25,000 - \$499,999 | <ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Schedule of Receipts and Expenditures* • Program Activities and Accomplishments | Within 6 months of entity's fiscal year end |
| Level 3 \$500,000 or more | <ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Audit [A-133 Single Audit if >= \$500,000 in federal funds or Yellow Book Audit] • Schedule of Federal and State Awards (May be included in the audit) • Program Activities and Accomplishments | Within 9 months of entity's fiscal year end |

Use this chart to determine where to send copies of GS 143C-6.23 reports.

| | |
|--|--|
| Grantees receiving \$500,000 or more must send one copy of each audit report to DHHS. | <p>Mail to: DHHS Office of the Controller Attention: Audit Resolution 2019 Mail Service Center Raleigh, NC 27699-2019</p> <p>Or direct delivery to: 1050 Umstead Drive Raleigh, NC 27606</p> |
| <p>Grantees receiving \$500,000 or more must send one copy of each audit report to the State Auditor.</p> <p>In addition, grantees must submit copies of their audits to www.NCGrants.gov for compliance purposes.</p> | <p>Mail to: Office of the State Auditor 20601 Mail Service Center Raleigh, NC 27699-0601</p> <p>Or direct delivery to: 2 South Salisbury Street Raleigh, NC 27603</p> |

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

- (1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:
- Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; **or**
- ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (3) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville

Contractor's Name:

| | |
|---|-------|
| Signature of Contractor's Authorized Agent | Date |
| Printed Name of Contractor's Authorized Agent | Title |
| Signature of Witness | Title |
| Printed Name of Witness | Date |

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.



THE SALVATION ARMY POLICY STATEMENT ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS

The Salvation Army in the United States works cooperatively with many groups - governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups - in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provisions of its contracts and agreements.

Commissioners Conference:
May-96

Cumberland County Department of Social Services/Human Services

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM**

This Agreement is made effective the 1st day of July, 2017, by and between Cumberland (County Department of Social Services) ("Covered Entity") and The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) The Salvation Army (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Cumberland County as the Cumberland County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Cumberland County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Cumberland County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURE PAGE ONLY

The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville:

Signature Date

Print Name Title

County:

Signature Date

Brenda Reid Jackson Director

Print Name Title

CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville as follows:

1. The contractor is
___ an individual
___ a corporation
___ a limited liability company
___ a unit of local government
___ other: _____. (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is _____.
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?
___ Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)
___ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

5. This contract is made subject to the laws of the State of _____.
6. This contract ___ does ___ does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may be liable under this indemnity is \$ _____. (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
7. All obligations incurred by the county under the terms of this contract terminate on the following date: _____. (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by _____ for the contractor stated above.

Signature: _____

Date Submitted: _____



CONTRACT #: _____

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: The Salvation Army, A Georgia Corporation for The Salvation Army of Fayetteville

Authorized Signer

Date _____

VICKI EVANS
Finance Director



ROBERT TUCKER
Accounting Supervisor

IVONNE MENDEZ
Accounting Supervisor

ITEM NO. 20

FINANCE OFFICE

4th Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF
OCTOBER 2, 2017**

TO: BOARD OF COUNTY COMMISSIONERS
FROM: VICKI EVANS, FINANCE DIRECTOR *VE*
DATE: SEPTEMBER 22, 2017
SUBJECT: APPROVAL OF PRIOR FISCAL YEAR INVOICES

BACKGROUND

Vendor invoices that have not been paid in the fiscal year in which services were rendered or goods were received require approval for payment by the Board of Commissioners. The process has been for departments to forward the request to pay to the finance director. The prior year invoices are reviewed in finance for completeness and are then forwarded on to the consent agenda for consideration at the next scheduled Board of Commissioners meeting.

There is a period of time after the June 30th end of the fiscal year in which Finance will accept transactions of the previous fiscal year. For fiscal year 2017, that time frame has ended. Although departments were sent notices and reminders of the cutoff date to inform of this change, invoices do arrive beyond the cutoff date and those invoices must be considered.

Two separate memorandums are attached in which approval is being sought to pay vendor invoices from fiscal year 2017 and the associated budget revisions. One memorandum is attached in which approval is being sought to pay a vendor invoice for Print Shop services provided during fiscal year 2016. The details are described within each memorandum.

RECOMMENDATION

Management is requesting review of the three attached memorandums requesting approval to pay prior years' invoices and two corresponding budget revisions.

Celebrating Our Past...Embracing Our Future

VICKI EVANS
Finance Director



ROBERT TUCKER
Accounting Supervisor

IVONNE MENDEZ
Accounting Supervisor

FINANCE OFFICE

ITEM NO. 20(1)

4th Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF
OCTOBER 2, 2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR *VE*

DATE: SEPTEMBER 21, 2017

**SUBJECT: CONSIDERATION OF THE DEPARTMENT OF SOCIAL
SERVICES REQUEST FOR PAYMENT OF PRIOR YEAR
INVOICE**

BACKGROUND

The Department of Social Services is requesting to pay the May 2017 invoice for Alliance Behavioral Healthcare for the Care Coordinator Position services totaling \$5,836.93. Social Services staff received the invoice, via email, on August 23, 2017 after the cut-off for paying prior year invoices. Staff have verified the invoice has not been paid and is in fact due. Approval of Budget Ordinance Amendment B160813 to re-appropriate FY17 fund balance has been requested. Please note this amendment requires a re-appropriation of FY17 fund balance to the current year.

RECOMMENDATION

Department of Social Services - Budget Ordinance Amendment B180613 to bring FY17 General funds forward in the amount of \$5,837 for Care Coordinator Position services.

The Board is requested to approve Budget Ordinance Amendment B180613 to bring FY17 General funds forward in the amount of \$5,837. This represents funding for the DSS Care Coordinator position that was contracted in FY17. The final invoice was received after the fiscal year deadline.

Please note this amendment requires a re-appropriation of FY 2017 fund balance to current year.

/tm

Celebrating Our Past...Embracing Our Future

VICKI EVANS
Finance Director



ROBERT TUCKER
Accounting Supervisor

IVONNE MENDEZ
Accounting Supervisor

ITEM NO. 20(2)

FINANCE OFFICE

4th Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF
OCTOBER 2, 2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR *VE*

DATE: SEPTEMBER 21, 2017

**SUBJECT: CONSIDERATION OF THE FINANCE DEPARTMENT'S
REQUEST FOR PAYMENT OF PRIOR YEAR INVOICE**

BACKGROUND

The Finance Department is requesting to pay the FY 2017 invoice to reimburse the City of Fayetteville for the County's share of Consolidated 911 Feasibility Study costs totaling \$38,514.49. Finance staff received the invoice, via email, on September 11, 2017 after the cut-off for paying prior year invoices. Staff have verified the invoice has not been paid and is in fact due. Approval of Budget Ordinance Amendment B180762 to re-appropriate FY17 fund balance is requested. Please note this amendment requires a re-appropriation of FY17 fund balance to the current year.

RECOMMENDATION

Finance Department - Budget Ordinance Amendment B180762 to bring FY17 General funds forward in the amount of \$38,515 for the County's share of Consolidated 911 Feasibility Study costs.

The Board is requested to approve Budget Ordinance Amendment B180762 to bring FY17 General funds forward in the amount of \$38,515. This represents funding for the County's 50% share of the consulting services related to the Consolidated 911 Feasibility Study that was contracted in FY17. The final invoice was received after the fiscal year deadline.

Please note this amendment requires a re-appropriation of FY 2017 fund balance to current year.

/tm

Celebrating Our Past...Embracing Our Future

VICKI EVANS
Finance Director



ROBERT TUCKER
Accounting Supervisor

IVONNE MENDEZ
Accounting Supervisor

ITEM NO. 20(3)

FINANCE OFFICE

4th Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF
OCTOBER 2, 2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR *(signature)*

DATE: SEPTEMBER 11, 2017

**SUBJECT: CONSIDERATION OF PRINT, MAIL & DESIGN SERVICES
REQUEST FOR PAYMENT OF PRIOR YEAR INVOICE**

BACKGROUND

Print, Mail & Design Services is requesting to pay NC Department of Administration Courier Service for invoice 16060326 for courier services totaling \$292.03 from Fiscal Year 2016. Print Shop staff received the invoice on August 27, 2017. Staff have verified the invoice was not paid and is in fact due to the NC Department of Administration. Sufficient funds are available in the current year budget to cover this expenditure.

RECOMMENDATION

Management is requesting approval to pay NC Department of Administration for invoice 16060326 totaling \$292.03.

/tm

Celebrating Our Past...Embracing Our Future

COUNTY OF CUMBERLAND

NORTH CAROLINA

 Proclamation

WHEREAS, Billy D. Horne served as Mayor to the Town of Stedman from 1997 until retiring in September of 2017; and

WHEREAS, Mr. Horne has served various commissions and appointments including the Mid Carolina Council of Government for twenty years and the State Personnel Commission for nine years; and

WHEREAS, Mr. Horne also served as a Town of Stedman Commissioner from 1966-1970 and again from 1995-1996; and

WHEREAS, Mr. Horne served as a Cumberland County Commissioner for twelve years from 1970-1982; and

WHEREAS, during his time in public office, Mr. Horne was instrumental in obtaining sewer for the Town of Stedman and worked to improve and enhance the Town's beauty and offer more commercial and retail business opportunities; and

WHEREAS, Mr. Horne's career as a public servant has earned the admiration and high regard of those with whom he has come into contact and of his fellow public servants; and

NOW THEREFORE, BE IT PROCLAIMED, that the Cumberland County Board of Commissioners, by this recognition, wishes to express its great appreciation to Mr. Horne for meritorious service, loyalty and dedication to the citizens of Cumberland County.

BE IT FURTHER PROCLAIMED, that the Cumberland County Board of County do hereby wish to recognize Mr. Horne for his many years of valuable service at a reception to be held Monday, October 16, 2017.

Adopted this 2nd day of October 2017.

GLENN B. ADAMS, Chairman
Cumberland County Board of Commissioners

COUNTY OF CUMBERLAND

NORTH CAROLINA

Proclamation

WHEREAS, every year, too many Americans are touched by the pain and hardship caused by breast cancer -- a disease that, among women, is not only one of the most common cancers, but also one of the leading causes of cancer-related deaths; and

WHEREAS, October is Breast Cancer Awareness Month and during this month, we honor all those who lost their lives to breast cancer and we recognize the courageous survivors who are still fighting it; and

WHEREAS, every woman is at risk for breast cancer even if she has no family history or other risk factors for the disease; and

WHEREAS, the screening and early detection of breast cancer are vital to the health and well-being of all women; and

WHEREAS, research shows that screening mammograms can help reduce the number of deaths from breast cancer among women; and

WHEREAS, let us thank the countless advocates, medical professionals, researchers and caregivers who dedicate their lives to fighting for a world without breast cancer, and together, let us carry out the mission to cure cancer once and for all.

NOW THEREFORE, the Cumberland County Board of Commissioners do hereby proclaim that October 2017 shall be known, designated, and set aside as BREAST CANCER AWARENESS MONTH in Cumberland County, North Carolina, and do hereby commend this observance to all Cumberland County citizens.

Adopted this 2nd day of October 2017.

GLENN B. ADAMS, Chairman
Cumberland County Board of Commissioners

**Approval of Budget Ordinance Amendments for the October 2, 2017
Board of Commissioners' Agenda**

General Fund 101

- 1) Sheriff Grants - Budget Ordinance Amendment B180474 to recognize grant funds in the amount of \$100,000 from University of North Carolina at Chapel Hill (UNC-CH)**

The Board is requested to approve Budget Ordinance Amendment B180474 to recognize grant funds in the amount of \$100,000. This award is with the UNC School of Social Work Project NO REST Human Trafficking Grant. These funds are to be used to develop, train, and institute a formalized Rapid Response Team or similar group to respond with agility to new human trafficking situations.

Please note this amendment requires no additional county funds.

- 2) Department of Social Services - Budget Ordinance Amendment B180543 to recognize additional grant funds in the amount of \$16,161 from the Division of Social Services**

The Board is requested to approve Budget Ordinance Amendment B180543 to recognize additional grant funds in the amount of \$16,161 from the Department of Health and Human Services - Division of Social Services. These funds will be used for administration of the Crisis Intervention Program (CIP) and Low-Income Energy Assistant Program (LIEAP) program.

Please note this amendment requires no additional county funds.

REGARDING ITEM 3 PLEASE NOTE:

Each fiscal year County departments may have projects that are not complete by the fiscal year end (6/30/17) or items ordered that have not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2017 budget; however, the money was not spent by June 30, 2017.

The following amendments seek to bring those funds forward from FY 2017 into the current fiscal year, allowing departments to complete and pay for these items. These revisions are not using 'new' funds, but are recognizing the use of FY17 funds in FY18.

General Fund 101

3) Information Services - Budget Ordinance Amendment B180352 to bring FY17 General funds forward in the amount of \$3,600

The Board is requested to approve Budget Ordinance Amendment B180352 to bring FY17 General funds forward in the amount of \$3,600. These funds represent annual upgrades to the Geographic Information System (GIS) that were not completed by FY17 but will be completed in FY18.

Contingency Funds Report – FY18

Contingency funds were not used.

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

DUANE T. HOLDER
Assistant County Manager

TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager

ITEM NO. 3

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 2, 2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER *ATC*

DATE: SEPTEMBER 26, 2017

SUBJECT: PUBLIC HEARING ON PROPOSED ECONOMIC
DEVELOPMENT INCENTIVES FOR "PROJECT VIRTUAL"

BACKGROUND

The October 2, 2017 public hearing is to consider an economic development incentive package for "Project Virtual", an existing company in Cumberland County that specializes in customer computer programming services. The expanded operations would be at their current downtown location. If we are successful with this recruitment effort, the proposed project would retain 53 existing jobs and create up to 75 new jobs with an average salary of approximately \$58,000, as well as a comprehensive benefits package. The company would invest approximately \$600,000 in real and personal property.

We are requesting consideration of a local incentive grant, not to exceed \$37,500. The grant would be paid on a pro-rata basis, as jobs are created. Cumberland County and the City of Fayetteville are working together to secure an equal amount of support for this project.

The notice for Public Hearing was published on September 21, 2017 in the Fayetteville Observer and is attached to this memo.

RECOMMENDATION/PROPOSED ACTION

Hold the October 2, 2017 public hearing for "Project Virtual". After the public hearing, consider approval of the local incentive grant in an amount not to exceed \$37,500 and approval of Budget Ordinance Amendment B180708 which appropriates fund balance for this incentive grant.

CM092617-3

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the Cumberland County Board of Commissioners will hold a public hearing in room 118 of the County Courthouse at 117 Dick Street, on Monday, October 2, 2017 beginning at 9:00 a.m., or as soon thereafter as may be heard on the following:

In accordance with North Carolina General Statute §158-7.1(c), the purpose of the hearing is to receive public comments on a proposed Economic Development Incentive being considered for "Project Virtual", an existing company in Cumberland County that specializes in customer computer programming services. The expanded operations would be at their location in Downtown Fayetteville.

The project shall (1) create a significant investment in real estate and equipment in Cumberland County in excess of \$600,000 (2) retain 53 existing jobs within Cumberland County through January 1, 2022, and (3) create up to 75 new jobs in Cumberland County by December 31, 2019. The proposed Cumberland County incentive offer consists of a performance based, job creation grant, not to exceed \$37,500.

All persons interested in this Incentive are invited to attend this public hearing and present their views.

This the 19th day of September, 2017.

Candice H. White
Clerk to the Board

GLENN B. ADAMS
Chairman

CHARLES E. EVANS
Vice Chairman

MICHAEL C. BOOSE
JEANNETTE M. COUNCIL
W. MARSHALL FAIRCLOTH
JIMMY KEEFE
LARRY L. LANCASTER



**CUMBERLAND
★ COUNTY ★
NORTH CAROLINA**

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 4A

September 27, 2017

October 2, 2017 Agenda Item

TO: Board of Commissioners

FROM: Kellie Beam, Deputy Clerk to the Board *KB*

SUBJECT: Animal Control Board

BACKGROUND: The Animal Control Board has the following one (1) vacancy:

City of Fayetteville Resident Position:

Melissa Katzenberger – Resigned. The Fayetteville City Council recommends
Shannon Pingitore. (See attached)

I have attached the current membership and applicant list for this Board.

PROPOSED ACTION: Nominate individual to fill the one (1) vacancy above.

pc: Dr. John Lauby, Animal Control Director

Animal Control Board

The purpose of the Animal Control Board is to hear appeals pursuant to Section 3-91e of the Cumberland County Code.

Statutory Authorization: Section 3-28.1 of the Cumberland County Code

Member Specifications:

7 Members with Specific Categories:

- Person with knowledge and experience in dog behavior and/or handling position (1)
- Person who works in promoting goals of the animal protection society or the humane society or another such broadly-based and representative organization interested in the care and protection of animals position (1)
- Ex-Officio, the veterinarian on contract to the Animal Control Department position (1)
- At-Large positions (2)
- City of Fayetteville resident positions (2)

Term: 3 Years

Compensation: None

Duties:

- Hear appeals from determinations of the Animal Control Director (or his designee) concerning potentially dangerous, dangerous or vicious dogs;
- Hear any other appeals provided for by ordinance concerning determinations of the Animal Control Department;
- Provide advice and information to the Animal Control Department;
- Upon coordination with the Animal Control Director, make recommendations to the Board of Commissioners for the betterment of the county's animal control program;
- In conjunction with the Animal Control Department and the county's Communications Manager, provide for a program of public education, information and outreach concerning responsible pet ownership, animal cruelty, and the county's animal control program;
- Select officers of the board, including a chairperson, and adopt rules of procedure.

Meetings: First Monday of every other month (Feb./Apr./June/Aug./Oct./Dec.) at 6:00 PM. (No meetings held on first or last day of any month.) The average length of a meeting varies.

Meeting Location: Animal Control Department 4704 Corporation Drive Fayetteville, NC

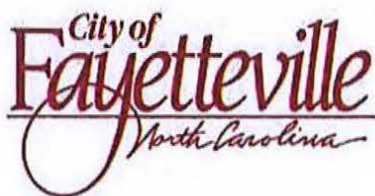
Kellie Beam

From: Jane Starling [JStarling@ci.fay.nc.us]
Sent: Wednesday, September 13, 2017 9:40 AM
To: Kellie Beam
Cc: Candice White; Jennifer Ayre
Subject: Animal Control Appointment
Attachments: 2017PingatoreApplication.pdf

Good morning Kellie,

At the Monday night City Council meeting the Council unanimously voted to recommend Shannon Pingatore for the open City seat for the Animal Control Board. I will attach a copy of her application for you and I will copy you when I send her the notification, that Council is forwarding her name.

Very respectfully, Jane



Jane Starling, NCCMC

Deputy City Clerk

433 Hay Street | Fayetteville, NC 28301-5537

Office: 910.433.1312

E-mail: JStarling@ci.fay.nc.us

Web: www.FayettevilleNC.gov

The City of Fayetteville, North Carolina does not discriminate in its employment opportunities, programs, services, or activities.

All communication not specifically exempted by North Carolina law is a public record and subject to release upon request.

ANIMAL CONTROL BOARD
3 Year Term
(Terms extended from 2 to 3 years on 8/5/02)

| <u>Name/Address</u> | <u>Date Appointed</u> | <u>Term</u> | <u>Expires</u> | <u>Eligible For Reappointment</u> |
|--|---------------------------|-------------|--------------------|---------------------------------------|
| <u>Knowledge & Experience in Dog Behavior and/or Handling Position+</u> | | | | |
| Michelle Harris 5375 Silver Pine Drive Fayetteville, NC 28303 257-7247/960-0643 | 9/16 | 1st | Sept/19 9/30/19 | Yes |

Promoting Goals of the Animal Protection Society or the Humane Society or Another Such Broadly-Based and Representative Organization Interested in the Care and Protection of Animals Position

| | | | | |
|--|------|-----|-------------------|-----|
| Jill Deems 2031 Blackwash Lane Hope Mills, NC 28348 916-2883/424-4049 | 8/15 | 1st | Aug/18 8/31/18 | Yes |
|--|------|-----|-------------------|-----|

Ex-Officio - The Veterinarian on Contract to the Animal Services Department Position
VACANT (Dr. J. Lauby resigned)

At-Large Positions

| | | | | |
|--|------|-----|-------------------|----|
| Shelly Bryant 5444 Arnette Rd Hope Mills, NC 28348 910-916-1320 | 3/17 | 2nd | Mar/20 3/31/20 | No |
|--|------|-----|-------------------|----|

| | | | | |
|--|------|-----|-------------------|----|
| Cindy Jackson Collins 3526 Rittenour Drive Hope Mills, NC 28348 424-9585/670-0633 | 3/17 | 2nd | Mar/20 3/31/20 | No |
|--|------|-----|-------------------|----|

City of Fayetteville Resident Positions

| | | | | |
|--|-------|---------------------------|--------------------|-----|
| VACANT (Vacated by M. Katzenberger) | 10/14 | 1 st full term | Oct/17 10/31/17 | Yes |
|--|-------|---------------------------|--------------------|-----|

| | | | | |
|--|------|-----|--------------------|-----|
| George Butterfly 537 Mayview Street Fayetteville, NC 28306 910-391-1945 | 9/15 | 1st | Sept/18 9/30/18 | Yes |
|--|------|-----|--------------------|-----|

Board was established by ordinance adopted on January 4, 1999.

Meetings: Bi monthly (Feb./Apr./June/Aug./Oct./Dec.) – 1st Monday (*no meetings held on first or last day of any month*) - 6:00 PM - 4704 Corporation Dr. Contact: Sandra Bohannon/or Dr. John Lauby, Animal Services Director 321-6843

**APPLICANTS FOR
ANIMAL CONTROL BOARD**

| <u>NAME/ADDRESS/TELEPHONE</u> | <u>OCCUPATION</u> | <u>EDUCATIONAL BACKGROUND</u> |
|--------------------------------------|--------------------------|--|
|--------------------------------------|--------------------------|--|

| | | |
|--|----------------------------|-------------|
| BLACKWELL, GARY (W/M) 3107 BLANTYRE WAY FAYETTEVILLE NC 28306 425-2708/764-3488 | BUSINESS OWNER B&B AUTO | NONE LISTED |
|--|----------------------------|-------------|

Graduate-County Citizens' Academy: No
Graduate-Institute for Community Leadership: No
Graduate-Leadership Fayetteville: No
Graduate-United Way's Multi-Cultural Leadership Program: No
Graduate-other leadership academy: No

| | | |
|---|------------------------------------|--------------------------------|
| BOYD, CAROL (W/F) 5510 TOURNAMENT LANE HOPE MILLS, NC 28348 910-723-5365 | RETIRED FROM PETSMART & FAPS | BACHELORS - BIOLOGY ZOOLOGY |
|---|------------------------------------|--------------------------------|

LOMCAVAK@AOL.COM

Graduate-County Citizens' Academy: No
Graduate-Institute for Community Leadership: No
Graduate-Leadership Fayetteville: No
Graduate-United Way's Multi-Cultural Leadership Program: No
Graduate-other leadership academy: Multi-Cultural Initiative in Marine Sciences Program

CATEGORY: PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING

| | | |
|--|--|---------|
| BURKHARDT, HEATHER (W/F) 5226 LACROSS POINT PARKTON NC 28371 489-2336/723-5253/489-2336 | VETERINARIAN BRIDGE CREEK MOBILE EQUINE VET | COLLEGE |
|--|--|---------|

HABDVM@YAHOO.COM

****SERVES ON THE BOARD OF HEALTH****

Graduate-County Citizens' Academy: YES
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

| | | |
|---|--|------------------------------------|
| CARLYLE, BOB (-M) 3213 PLAYER AVE FAYETTEVILLE NC 28304 910-221-1845 | SELF-EMPLOYED PRINTING INDUSTRY CONSULTANT | BS-COMPUTER SCIENCE ENGINEERING |
|---|--|------------------------------------|

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

**APPLICANTS FOR
ANIMAL CONTROL BOARD Page 2**

| NAME/ADDRESS/TELEPHONE | OCCUPATION | EDUCATIONAL BACKGROUND |
|--|-------------------------------|--|
| CLARK, IASLIN (W/F) 6818 TURNBULL ROAD FAYETTEVILLE NC 28312 336-402-6302 UNICORN520@CENTURYLINK.NET Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: CITY OF FAYETTEVILLE RESIDENT, GENERAL PUBLIC, PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY, ETC., PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING | VOLUNTEER FOR CCAC & ASPCA | ASSOCIATES |
| CRABTREE, ASHLEY (NA/F) 5540 FOUNTAIN GROVE CIRCLE APT 79 FAYETTEVILLE NC 28304 910-408-3184 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | NONE LISTED | SOME COLLEGE |
| DEES, JULIE DR. (W/F) 5630 WALKING TRAIL WAY HOPE MILLS NC 28348 476-9418/484-9031 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | PRINCIPAL CC SCHOOLS | MASTERS-EDUCATION MASTERS-ADMIN. DOCTORATE |
| GALBREATH, NATHAN (W/M) 230 NANDINA COURT FAYETTEVILLE, NC 28311 815-990-8393/570-9250 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: Moore County Leadership Institute | DA CIVILIAN US ARMY | BS-FINANCE BS-HUMAN RESOURCES |
| GASTON, JAMES (B/M) 1101 TORREY DRIVE FAYETTEVILLE NC 28301 910-977-9037 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | SELF EMPLOYED | FTCC |

APPLICANTS FOR
ANIMAL CONTROL BOARD Page 3

| <u>NAME/ADDRESS/TELEPHONE</u> | <u>OCCUPATION</u> | <u>EDUCATIONAL BACKGROUND</u> |
|---|---|--|
| HALL, MARY E. (W/F) 703 GLENWOOD DRIVE FAYETTEVILLE NC 28305 257-2045 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | COSMETOLOGIST NABEE HAIR DESIGN | BS-RECREATION & LEISURE STUDIES |
| HINRICHS, RALPH (W/M) 3202 GRANVILLE DRIVE FAYETTEVILLE NC 28303 867-7754/987-7559 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | RETIRED | BS MA |
| HOLLAND, DERE A BATISTA (H/F) 449 TRADEWINDS DR APT H FAYETTEVILLE NC 28314 540-641-9052 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | NONE LISTED | HS SOME COLLEGE |
| HOWARD, PAULA BROWN (B/F) 3500 BENNETT DRIVE FAYETTEVILLE NC 28301 910-483-0153 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: JUNIOR LEAGUE OF FAYETTEVILLE | TEACHER CUMBERLAND CO SCHOOLS | BS-PSYCHOLOGY M.ED |
| HUTCHINS, RONNIE (B/M) 5690 MURPHY ROAD STEDMAN, NC 28391 922-8467/322-5346 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: WARRANT OFFICER ADVANCE COURSE | HOMICIDE DETECTIVE FAYETTEVILLE POLICE | ASSOCIATE-AVIATION STUDIES LAW ENFORCEMENT TRAINING |

**APPLICANTS FOR
ANIMAL CONTROL BOARD Page 4**

| NAME/ADDRESS/TELEPHONE | OCCUPATION | EDUCATIONAL BACKGROUND |
|--|--|--|
| JENNINGS, WILLIAM (BILL) (W/M) 705 BROUGHAM RD FAYETTEVILLE, NC 28311 910-964-8844 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: Military Senior Non Commissioned Officers School (Air Force) | UNEMPLOYED | BS-PROFESSIONAL AERONAUTICS EMBRY RIDDLE AS-FLIGHT ENGINEERING |
| KATER, ROBERT (W/M) 714 BLAWELL STREET STEDMAN, NC 28391 910-484-3434 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | RETIRED | HIGH SCHOOL |
| KELLEY, HEIDI J (W/F) 101 PERSON STREET FAYETTEVILLE NC 28301 239-888-0189/222-3382 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | EXECUTIVE DIRECTOR FAY. DOWNTOWN ALLIANCE | MBA - MARKETING BA-ADVERTISING |
| KENDRICK, MARK DR. (W/M) 2927 ROSECROFT DRIVE FAYETTEVILLE NC 28304 988-3126 MKENDRICK2927@GMAIL.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No CATEGORY: GENERAL PUBLIC | RETIRED EDUCATOR CONSULTANT | SOME COLLEGE |
| KIRBY, AMBER MARIE (NA/F) 1550-C ALABASTER WAY FAYETTEVILLE NC 28314 931-980-3884/919-888-3870 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | OWNER/LEAD TRAINER PATRIOT K-NINE, LLC | SOME COLLEGE |

APPLICANTS FOR
ANIMAL CONTROL BOARD Page 5

| <u>NAME/ADDRESS/TELEPHONE</u> | <u>OCCUPATION</u> | <u>EDUCATIONAL BACKGROUND</u> |
|---|--|--|
| LANE, PEGGY 2652 NOXON ST FAYETTEVILLE NC 28306 910-423-7127 Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | RETIRED | HIGH SCHOOL |
| LANTHORN, JOHNNY (W/M) 6841 MAIN STREET WADE, NC 28395 624-5728/223-4817 *SERVES ON THE AIR QUALITY STAKEHOLDERS COMMITTEE* Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | POWER PLANT SUPERVISOR PWC | SOME COLLEGE |
| LATSON, KIMBERLY (B/F) 123 SYCAMORE CT FAYETTEVILLE NC 28301 476-5650/495-6842 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | | |
| LONG, ADAM (W/M) 495 CORONATION DRIVE FAYETTEVILLE NC 28311 910-364-6410 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | PROJECT MANAGER T2 CONTRACTING/FT BRAGG | SOME COLLEGE |
| MANLEY, DANIEL E. (W/M) 7323 SCENIC VIEW DRIVE FAYETTEVILLE NC 28306 426-0131/394-2465 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | FIREFIGHTER CAPTAIN FORT BRAGG FIRE | AAS BS MLS |

**APPLICANTS FOR
ANIMAL CONTROL BOARD Page 6**

| NAME/ADDRESS/TELEPHONE | OCCUPATION | EDUCATIONAL BACKGROUND |
|---|---|-----------------------------------|
| MAPLE, LAURIE (W/F) 510 IDLEWILD DRIVE APT 107 FAYETTEVILLE, NC 28311 843-412-1870 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | NONE | BA-MANAGEMENT |
| MATURO, JAMES L III (W/M) 1848 FABER ST FAYETTEVILLE NC 28304 910-491-8258 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | DISABLED VET | HS SOME COLLEGE |
| MAUGHAN, GLENN (-/M) 1765 AVA ROAD STEDMAN NC 28391 910-531-3975 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | RETIRED | BS-EDUCATION |
| MCKOY, DATREZ, RAHEAM (B/M) 418 ACACIA CIRCLE APT H FAYETTEVILLE NC 28314 910-736-8169 MCKOYDATREZ@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC | GENERAL LABOR | HIGH SCHOOL |
| MCMILLAN, FRED C. (W/M) 4608 NIX ROAD FAYETTEVILLE, NC 28314 339-0076/261-0015 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CENTERS FOR CREATIVE LEADERSHIP | DIRECTOR OF ENGINEERING GENERAL BUILDERS | SOME COLLEGE |

**APPLICANTS FOR
ANIMAL CONTROL BOARD Page 7**

| NAME/ADDRESS/TELEPHONE | OCCUPATION | EDUCATIONAL BACKGROUND |
|--|--|-----------------------------------|
| MORRISON, MARY (W/F) 557 JENNINGS FARM ROAD FAYETTEVILLE NC 28314 316-0510/487-4433 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | RESIDENTIAL PROPERTY MANAGER ALL AMERICAN HOMES RENTAL | HIGH SCHOOL |
| MYERS, SUSAN E. (W/F) 5135 FOXFIRE RD FAYETTEVILLE NC 28303 910-779-2932 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: US ARMY | UNEMPLOYED | BUSINESS ADMIN. |
| PINGITORE, SHANNON (W/F) 2509 MORGANTON ROAD FAYETTEVILLE NC 28303 987-3141 EMAIL@CAROLINAPETCARE.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NUMEROUS ANIMAL SEMINARS, CLASSES, CONFERENCES CATEGORY: CITY OF FAYETTEVILLE RESIDENT | PRESIDENT/CO-OWNER CAROLINA PET CARE SERVICES | BA-ENGLISH |
| PREMAN, JANELLE A. (W/F) 4611 MORNING STAR LANE HOPE MILLS NC 28348 425-7814/584-2722/243-1086 GIPREMAN@HOTMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC | CHIEF PERSONNEL SECURITY JOINT SPECIAL OPERATIONS COMMAND | BACHELORS - PUBLIC ADMIN. |
| PUGH, VIRGINIA (W/F) 2522 ELMHURST DR FAYETTEVILLE NC 28304 323-0934/678-2300 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | RETIRED EDUCATOR PART TIME CC SCHOOLS | BACHELORS |

APPLICANTS FOR
ANIMAL CONTROL BOARD Page 8

| NAME/ADDRESS/TELEPHONE | OCCUPATION | EDUCATIONAL BACKGROUND |
|---|---|---|
| RAY, HOSEA M (W/M) 703 KOOLER CIRCLE FAYETTEVILLE NC 28305 484-2251/494-2825 Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: Military Academy | RETIRED MILITARY | GRADUATE DEGREE MA MANAGEMENT |
| REMSON, APRIL ANN (-/F) 4958 PINWOOD DRIVE HOPE MILLS NC 28348 910-988-6541 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | STUDENT | CURRENT STUDENT |
| RILEY, MICHAEL JR. (B/M) 927 SCULLY DRIVE FAYETTEVILLE NC 28314 257-6699 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO | RETIRED MILITARY | HIGH SCHOOL |
| RODRIGUEZ, JOSE A. (H/M) 265 KENWOOD DRIVE FAYETTEVILLE NC 28311 213-3570/483-3101 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: VARIOUS MILITARY LEADERSHIP ACADEMIES | SOCIAL STUDIES TEACHER DOUGLAS BYRD MIDDLE SCHOOL RETIRED ARMY | BS-SOCIAL SCIENCES MA-BUSINESS |
| ROSEN, DEBORAH L. (W/F) 317 SHARPSBURG ROAD FAYETTEVILLE, NC 28311 988-0493/243-9188 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | EXECUTIVE ASSISTANT DEPT OF THE ARMY | BACHELORS DEGREE |

**APPLICANTS FOR
ANIMAL CONTROL BOARD Page 9**

| NAME/ADDRESS/TELEPHONE | OCCUPATION | EDUCATIONAL BACKGROUND |
|---|--|---|
| ROWE, MELODY (W/F) 109 SPENCER STREET FAYETTEVILLE NC 28306 706-414-2641/483-5944 MROWEGA60@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | EMERGENCY ASSISTANCE ASST FAYETTEVILLE URBAN MINISTRY | COLLEGE STUDENT |
| <i>CATEGORY: GENERAL PUBLIC, PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY, ETC., PERSON WITH KNOWLEDGE</i> | | |
| ROWELL, MICHAEL (W/M) 5618 WALKING TRAIL WAY HOPE MILLS NC 28348 425-6625/987-4560 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | EMERGENCY MGMT OFFICER NC DEPT OF PUBLIC SAFETY | BS-FIRE SCIENCE AAS-ELECTRONIC SYSTEMS TECH. AAS-AVIATION OPERATIONS |
| SAULNIER, STEVEN (W/M) 117 GRANDE OAKS DRIVE FAYETTEVILLE, NC 28314 910-639-0602/907-1186 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | ASST PROJECT MANAGER CHIMES D.C. | BS-BUSINESS ADMIN. |
| SHACKETT, PATRICIA LYNN (W/F) 5014 INVERNESS DR FAYETTEVILLE NC 28304 644-1596/354-6938 Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No | HOME HEALTH AIDE | NONE LISTED |
| SHOTWELL, KAREN (W/F) 425 FOXWOOD DRIVE HOPE MILLS NC 28348 922-0231/223-4104 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | LEAD ACCOUNTING TECHNICIAN PWC | BS-BUSINESS MGMT AAS-ACCOUNTING AAS-BUSINESS ADMIN. |

**APPLICANTS FOR
ANIMAL CONTROL BOARD Page 10**

| NAME/ADDRESS/TELEPHONE | OCCUPATION | EDUCATIONAL BACKGROUND |
|---|---|-----------------------------------|
| SIMMONS, MICHAEL (B/M) 2720 CREEKDEW COURT FAYETTEVILLE NC 28306 443-866-0020/570-5426 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | RETIRED MILITARY/PROJECT MANAGER FORSCOM, FT BRAGG | SOME COLLEGE |
| SMITH, ELAINE (W/F) 4973 HUMMINGBIRD PLACE FAYETTEVILLE NC 28312 919-218-3418/864-9040 EBSMITH23@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | SHELTER MANAGER FAYETTEVILLE ANIMAL PROTECTION SOCIETY | BS-ANIMAL SCIENCE |
| <i>CATEGORY: GENERAL PUBLIC, PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY, ETC., PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING</i> | | |
| SMITH, JOHN (B/M) 1200 MORGAN STREET FAYETTEVILLE, NC 28305 910-261-3424 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | TRANSPORTATION – USPS | MA COUNSELING |
| STEINMAN, CHARLES (W/M) 2836 BRENDA CIRCLE SPRING LAKE, NC 28390 910-694-6489 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | DISABLED SERVED AS ANIMAL CONTROL SUPERVISOR | SOME ANIMAL CONTROL COURSES |
| WISEK, MELISSA (W/F) 527 FOXLAIR DRIVE FAYETTEVILLE NC 28311 482-3344/964-7603 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | RETIRED FEDERAL CIVILIAN EMPLOYEE | HIGH SCHOOL |

APPLICANTS FOR
ANIMAL CONTROL BOARD Page 12

| <u>NAME/ADDRESS/TELEPHONE</u> | <u>OCCUPATION</u> | <u>EDUCATIONAL BACKGROUND</u> |
|---|--|--|
| VITALE, CATHERINE (W/F) 2730 THURSBY CROSS FAYETTEVILLE NC 28306 772-359-6914 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CAMPBELL LEADERSHIP INDEX ACADEMY | HEALTHCARE CONSULTANT SELF-EMPLOYED | BACHELORS-PSYCHOLOGY & SOCIOLOGY MASTERS-BUSINESS HEALTHCARE ADMIN. |
| YOUNG, CHRISTOPHER (W/M) 5625 NIX ROAD FAYETTEVILLE NC 28314 224-6324/764-9551 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | PROJECT MANAGER BOOZ ALLEN HAMILTON | BACHELORS |
| ZOLMAN, ZACHARY SCOTT (-/M) 718 SARAZEN DRIVE FAYETTEVILLE, NC 28303 419-566-7167 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | STUDENT/COMPUTER LAB COORDINATOR FT. BRAGG | CURRENT STUDENT |

GLENN B. ADAMS
Chairman

CHARLES E. EVANS
Vice Chairman

MICHAEL C. BOOSE
JEANNETTE M. COUNCIL
W. MARSHALL FAIRCLOTH
JIMMY KEEFE
LARRY L. LANCASTER



**CUMBERLAND
★ COUNTY ★
NORTH CAROLINA**

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. _____

4B

September 27, 2017

October 2, 2017 Agenda Item

TO: Board of Commissioners

FROM: Kellie Beam, Deputy Clerk to the Board *KB*

SUBJECT: Library Board of Trustees

The Library Board of Trustees has the following two (2) upcoming vacancies:

Paige Ross – completing first term on December 31, 2017. Eligible for reappointment. The Library Board of Trustees recommends the reappointment of **Paige Ross**. (See attached.)

Brian Tyler – completing first term on December 31, 2017. Eligible for reappointment. The Library Board of Trustees recommends the reappointment of **Brian Tyler**. (See attached.)

I have attached the current membership list and applicant list for this board.

PROPOSED ACTION: Make nominations to fill the two (2) vacancies above.

Attachments

pc: Jody Risacher, Library Director

Library Board of Trustees

The Library Board of Trustees formulates and adopts programs, policies and regulations for the government of the library, subject to the fiscal control and other policies and regulations of the Board of County Commissioners. The Library Director acts as secretary to the Board and reports to the Deputy County Manager.

Statutory Authorization: NCGS 153A-265

Member Specifications:

7 Members

Term: 3 Years

Compensation: None

Duties:

- Formulate and adopt programs, policies and regulations for government of the library, subject to the fiscal control and other policies and regulations of the Board of County Commissioners;
- The Board makes recommendations to the governing body concerning the construction and improvement of buildings and other structures for the Library system;
- Supervises and cares for the facilities of the Library system;
- Appoints a Director of Library Services;
- Establishes a schedule of fines for late return of, failure of return, damage to, and loss of Library materials, and to take other measures to protect and regulate the use of such materials;
- Participate in preparing the annual budget for the Library system for approval by the Board of County Commissioners;
- Extends the privileges and use of the Library system to non-residents of Cumberland County, on any terms or conditions the Library Board may prescribe.
Advises the Board of County Commissioners on Library matters;
- Accepts, on behalf of and in the name of Cumberland County, any gift, grant, bequest, exchange, loan, etc., without the prior approval of the Board of County Commissioners.

Meetings: Third Thursday of each month at 9:05 AM; exception would be 2nd Thursday in December and no regularly scheduled meetings in July and August. The approximate amount of time a Library Trustee would devote to the Board each month is two hours for meeting attendance with variable preparation and follow-up time. Periodic committee meeting attendance may be required. Trustee committees are: By-Laws (on call) and Nominating (on call).

Meeting Location: Various libraries throughout the County

JODY RISACHER
DIRECTOR



COTINA JONES
DEPUTY DIRECTOR

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

PUBLIC LIBRARY & INFORMATION CENTER

300 Maiden Lane • Fayetteville, North Carolina 28301-5032

Telephone: (910) 483-7727 • Fax: (910) 486-5372

MEMORANDUM

DATE: September 21, 2017
TO: Glenn B. Adams, Chairman, Board of County Commissioners
FROM: Daniel Montoya, Library Board of Trustee Chair
THRU: Jody Risacher, Library Director *Jody Risacher*
RE: Reappointment Nominations for the Library Board of Trustees (Item of Business)

At the September 21, 2017 Library Board of Trustee meeting, the Trustees approved the Nominating Committee's recommendations for the following actions:

1. The reappointment of Trustee Paige W. Ross to a second term (2018-2020), and
2. The reappointment of Trustee Brian J. Tyler to a second term (2018-2020).

The Board of Trustees respectfully request the Commissioners' consider the reappointment of Trustees Tyler and Ross be placed on the Commissioners' October 2, 2017 meeting agenda.

We appreciate you and your fellow Commissioners' consideration.

Sincerely,

Daniel Montoya
Library Board of Trustee Chair

cc: Cindy Tucker, Executive Assistant to the County Manager
Carolyn Price, Executive Assistant



LIBRARY BOARD OF TRUSTEES

3 Year Term

All terms expire in December and begin in January. Recommendations for nominations placed on first meeting in October agenda and appointments placed on second meeting in October agenda. Although terms will not begin until the following January, the Library takes their new appointees through an orientation process in December before they begin serving in January.

| <u>Name/Address</u> | <u>Date Appointed</u> | <u>Term</u> | <u>Expires</u> | <u>Eligible For Reappointment</u> |
|---|--|-------------|--------------------|---------------------------------------|
| Katrina Tiffany 812 Norwood Street Fayetteville, NC 28305 850-2145/491-2111 | 12/15 | 1st | Dec/18 12/31/18 | Yes |
| Donald LaHuffman 616 McAphin Drive Fayetteville, NC 28301 910-488-8130 | 12/15 | 1st | Dec/18 12/31/18 | Yes |
| Paige W. Ross 1220 Pony Drive Hope Mills, NC 28348 339-1715/919-630-0187 | 12/14 | 1st | Dec/17 12/31/17 | Yes |
| Belinda J. Wilkerson 1429 Pepperchase Drive Fayetteville, NC 28312 223-5189/401-447-4273 | 6/17 (serving unexpired term; eligible for one additional term) | 1st | Dec/18 12/31/18 | Yes |
| Dr. Daniel Montoya 3505 Cokefield Drive Fayetteville, NC 28306 478-0646/672-1560 | 12/16 | 2nd | Dec/19 12/31/19 | No |
| Brian J. Tyler 1414 Raeform Rd Fayetteville, NC 28305 717-514-6889 | 12/14 | 1st | Dec/17 12/31/17 | Yes |
| Betsy Small PO Box 228 Linden, NC 28356 910-980-0821 | 12/16 | 2nd | Dec/19 12/31/19 | No |

Commissioner Liaison: Glenn Adams

Contact: Jody Risacher, Library Director (or Marili Melchionne – 483-7727 x1304)

Meeting Date: 3rd Thursday of each month at 9:05 AM; (exception would be 2nd Thursday in December and no regularly scheduled meetings in July and August) – Meeting locations are different libraries within the County.

**APPLICANTS FOR
LIBRARY BOARD OF TRUSTEES**

| <u>NAME/ADDRESS/PHONE</u> | <u>OCCUPATION</u> | <u>EDUCATIONAL BACKGROUND</u> |
|--|---|--|
| DYKES, JOSEPH MICHAEL (B/M) 5764 PEPPERBUSH DR FAYETTEVILLE NC 28304 823-6075/823-6046 | SALES/SECURITY BUS DRIVER FAY. PUBLISHING CO. | ASSOCIATES-POLITICAL SCIENCE |
| **SERVES ON THE BOARD OF ADJUSTMENT** | | |
| Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No | | |
| REY, ADWOA (B/F) 1205 WILDERNESS DRIVE SPRING LAKE NC 28390 497-5277/672-7732 | CONSULTANT AAR STRATEGIES | BA-POLITICAL SCIENCE MA-RELIGIOUS STUDIES |
| Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | | |
| WILLIFORD, CARL PAT (W/M) 111 JOHN ST FAYETTEVILLE NC 28305 624-6696/484-2168 PAT@WHCFAY.COM | CPA WILLIFORD HOUSTON & CO | BS-BUSINESS ADMIN. |
| Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | | |

CATEGORY: GENERAL PUBLIC

GLENN B. ADAMS
Chairman

CHARLES E. EVANS
Vice Chairman

MICHAEL C. BOOSE
JEANNETTE M. COUNCIL
W. MARSHALL FAIRCLOTH
JIMMY KEEFE
LARRY L. LANCASTER



**CUMBERLAND
★ COUNTY ★**
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 5A

September 27, 2017

October 2, 2017 Agenda Item

TO: Board of Commissioners

FROM: Kellie Beam, Deputy Clerk to the Board *KB*

SUBJECT: Fayetteville-Cumberland Parks and Recreation Advisory
Commission

BACKGROUND: On September 18, 2017, the Board of Commissioners nominated the following two individuals to fill one (1) vacancy on the Fayetteville-Cumberland Parks and Recreation Advisory Commission:

Appoint One (1) Individual:

Lee Spruill (new appointment)

Pam Story (new appointment)

I have attached the current membership list for this board.

PROPOSED ACTION: Appoint one individual to fill the one (1) vacancy above.

Attachment

pc: Michael Gibson, Parks and Recreation Director, City of Fayetteville

FAYETTEVILLE-CUMBERLAND
PARKS AND RECREATION ADVISORY COMMISSION
3 Year Terms
(Terms were initially 2 and 3 years)

| <u>Name/Address</u> | <u>Date Appointed</u> | <u>Term</u> | <u>Expires</u> | <u>Eligible For Reappointment</u> |
|--|---------------------------|-------------|--------------------|---------------------------------------|
| Steven Harper (B/M) 5707 Bashford Court Fayetteville, NC 28304 910-425-9643 | 6/16 | 2nd | June/19 6/30/19 | No |
| Iva Marie Kelly (-/F) 1844 Gola Drive Fayetteville, NC 28301 910-488-5302 | 6/16 | 1st | June/19 6/30/19 | Yes |
| Antonio Gerald (B/M) 2830 Whisper Oaks Ct Fayetteville, NC 28306 779-0632 | 6/16 | 1st | June/19 6/30/19 | Yes |
| Harold Smelcer 3209 Boone Trail Fayetteville, NC 28306 910-425-1769 | 6/16 | 1st | June/19 6/30/19 | Yes |
| William McNeill (B/M) 702 Deep Creek Road Fayetteville, NC 28312 483-2402 | 6/16 | 2nd | June/19 6/30/19 | No |
| Stacy Carr III (W/M) 560 Fred Hall Road Stedman, NC 28391 483-6856/813-5425 | 6/17 | 2nd | June/20 6/30/20 | No |
| VACANT (Vacated by S. Pope) | 6/14 | 1st | June/17 6/30/17 | Yes |

Commissioner Liaison: Commissioner Charles Evans

Meetings: 1st Tuesday of every month at 5:45 PM – Parks and Recreation Admin Bldg. 121 Lamon Street
Contact: Michael Gibson/Adrianna Thomas, City of Fayetteville, Phone 433-1547, Fax 433-1762