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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 118**  
**SEPTEMBER 3, 2019**  
**9:00 AM**

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INVOCATION - Commissioner Larry Lancaster

PLEDGE OF ALLEGIANCE -

Recognition of Corliss Parson on Being Named One of North Carolina's 100 Distinguished Public Health Nurses

1. APPROVAL OF AGENDA

2. CONSENT AGENDA

- A. Approval of August 19, 2019 Regular Meeting Minutes
- B. Approval of Budget Ordinance Amendments for the September 3, 2019 Board of Commissioners' Agenda
- C. Approval of FY 2019-2020 Agreement of Conditions and Local Governmental Resolution and Budget Ordinance Amendment B200930 for Continued Funding of the Governor's Highway Safety Program Grant for Cumberland County Sobriety Court

3. PUBLIC HEARINGS

**Other Public Hearings**

- A. Public Hearing on the Proposed Financing Authorized by G.S. 159-151 and Consideration of Approval to Adopt the Resolution Authorizing the Execution and Delivery of an Installment Financing Contract to Refinance the Cumberland County Finance Corporation Certificates of Participation Series 2009B and a 2017 Installment Financing Contract

4. ITEMS OF BUSINESS

- A. Consideration of a Contract to Engage Outside Counsel for Status of Coverage Claim
- B. Consideration of City of Fayetteville's Request for the County to Apply for Additional Federal Transit Administration Grant Funds for Expanded Elderly and Disabled Transportation Services
- C. Consideration of Request for Spectra Venue Management to Utilize Funds Set Aside in the 2017 Management Agreement for the Engagement of a Firm to Conduct a Market Analysis and Feasibility Study

5. NOMINATIONS

- A. Southeastern Economic Development Commission (1 Vacancy)

6. APPOINTMENTS

- A. Board of Adjustment (1 Vacancy)
- B. Mid-Carolina Aging Advisory Council (1 Vacancy)

7. CLOSED SESSION:

- A. Attorney-Client Matter(s) Pursuant to NCGS 143.318.11(a)(3)

**RECESS THE BOARD OF COMMISSIONERS' MEETING**

**CONVENE THE BOARD OF COMMISSIONERS MEETING FOR SPECIAL  
COMPUTER SECURITY TRAINING SESSION FOR THE BOARD OF  
COMMISSIONERS' IN CONFERENCE ROOM 564**

**RECESS THE BOARD OF COMMISSIONERS' SPECIAL COMPUTER  
SECURITY TRAINING AND RECONVENE THE REGULAR BOARD OF  
COMMISSIONERS MEETING**

**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.**

**IT WILL BE REBROADCAST ON WEDNESDAY, SEPTEMBER 4 AT 7:00 PM  
AND FRIDAY, SEPTEMBER 6, AT 10:30 AM.**

**REGULAR BOARD MEETINGS:**

**September 16, 2019 (Monday) - 6:45 PM  
October 7, 2019 (Monday) - 9:00 AM  
October 21, 2019 (Monday) - 6:45 PM**

**THE MEETING VIDEO WILL BE AVAILABLE  
AT YOUTUBE.COM/CUMBERLANDCOUNTYNC**



**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL  
AFFAIRS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 3,  
2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**DATE: 8/27/2019**

**SUBJECT: RECOGNITION OF CORLISS PARSON ON BEING NAMED ONE OF  
NORTH CAROLINA'S 100 DISTINGUISHED PUBLIC HEALTH NURSES**

**BACKGROUND**

Corliss Parson has been named one of North Carolina's 100 Distinguished Public Health Nurses by the North Carolina Public Health Association. Parson has worked for the Cumberland County Department of Public Health for 28 years.

Over the years, she has worked in different areas of the Health Department, including the school nurse program, and currently serves as a Newborn Postpartum Home Visiting nurse.

The award recognizes excellence in four areas - professionalism, community-centered care, innovation and collaboration. Parson collaborates with various clinics and programs within the Health Department and in the community as she works to meet the needs of her patients.

"I enjoy being able to reach out and educate new mothers about their health and their baby's health," Parson said.

"We are so proud of Ms. Parson and grateful for the care and attention she gives to each of her patients and their babies. She exemplifies the best in public health nursing," said Dr. Krystle Vinson, the Health Department's Director of Nursing.

**RECOMMENDATION / PROPOSED ACTION**

Congratulate Corliss Parson on being a Distinguished Public Health Nurse.



## **BUDGET DIVISION**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 3, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: MELISSA CARDINALI, ASSISTANT COUNTY MANAGER**

**DATE: 8/27/2019**

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE  
SEPTEMBER 3, 2019 BOARD OF COMMISSIONERS' AGENDA**

#### **BACKGROUND**

##### **General Fund 101**

##### **1) General Government Other - Budget Ordinance Amendment B201089 to recognize revenue in the amount of \$58,000 for Human Trafficking Court**

The Board is requested to approve Budget Ordinance Amendment B201089 to recognize grant funds in the amount of \$58,000 from the Center for Human Trafficking Court Solutions (CHTCS). This memorandum of understanding was approved by the Board on August 5, 2019 and will support staff costs for a Human Traffic Coordinator, including associated operating costs, through June 30, 2020.

Please note this amendment requires no additional county funds.

##### **Federal Drug Forfeiture Fund 204**

##### **2) Federal Drug Forfeiture - Budget Ordinance Amendment B200975 to purchase a mobile command post unit in the amount of \$100,000**

The Board is requested to approve Budget Ordinance Amendment B200975 to purchase a contained incident command vehicle in the amount of \$100,000. This vehicle will replace the older existing command post and can be used during natural disasters, terrorist attacks and major crimes.

Please note this amendment requires the use of federal drug forfeiture fund balance in the amount of \$100,000.

## **REGARDING THE FOLLOWING ITEMS 3 – 7 PLEASE NOTE:**

Each fiscal year County departments may have projects that are not complete by the fiscal year end (6/30/19) or items ordered that have not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2019 budget; however, the money was not spent by June 30, 2019.

The following amendments seek to bring those funds forward from FY 2019 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 FY19 funds in FY20.

### **General Fund 101**

#### **3) Tax Department - Budget Ordinance Amendment B200321 to re-appropriate FY19 funds in the amount of \$21,500 for tax audit fees**

The Board is requested to approve Budget Ordinance Amendment B200321 to re-appropriate FY19 funds in the amount of \$21,500. These funds are for tax audits which began in FY19 and were still in process at the end of the fiscal year.

#### **4) Information Services - Budget Ordinance Amendment B200451 to re-appropriate FY19 funds in the amount of \$2,192,925 for tax software, planning software, and server upgrades**

The Board is requested to approve Budget Ordinance Amendment B200451 to re-appropriate FY19 funds in the amount of \$2,192,925 for technology projects that were not complete by the end of the fiscal year to include tax software implementation, EnerGov Land Management and server upgrades.

#### **5) Public Affairs/Education - Budget Ordinance Amendment B200720 to re-appropriate FY19 funds in the amount of \$16,170 for equipment installation in conference room 119.**

The Board is requested to approve Budget Ordinance Amendment B200720 to re-appropriate FY19 funds in the amount of \$16,170. This project updated equipment and technology for room 119 to include a projection screen, video equipment, and software.

### **Capital Investment Fund 107**

#### **6) Information Technology - Budget Ordinance Amendment B200454 to re-appropriate FY19 funds in the amount of \$8,365 for the completion of the server-based fax system.**

The Board is requested to approve Budget Ordinance Amendment B200454 to re-appropriate FY19 funds in the amount of \$8,365 for completion of the server-based fax system. This project was approved during the FY19 budget process but not completed by year-end.

### **Parks and Recreation Fund 250**

#### **7) Parks and Recreation - Budget Ordinance Amendment B200546 to re-appropriate FY19 funds in the amount of \$147,294 for projects that were not completed within the districts by June 30th**

The Board is requested to approve Budget Ordinance Amendment B200546 to re-appropriate FY19 funds in

the amount of \$147,294 for projects not completed in the districts by June 30th.

**RECOMMENDATION / PROPOSED ACTION**

Approve Budget Ordinance Amendments.



## **PRE-TRIAL SERVICES**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 3, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CALLIE A. GARDNER, PRETRIAL DIRECTOR**

**DATE: 9/3/2019**

**SUBJECT: APPROVAL OF FY 2019-2020 AGREEMENT OF CONDITIONS AND LOCAL GOVERNMENTAL RESOLUTION AND BUDGET ORDINANCE AMENDMENT B200930 FOR CONTINUED FUNDING OF THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT FOR CUMBERLAND COUNTY SOBRIETY COURT**

#### **BACKGROUND**

The Cumberland County Sobriety Court was established in September 2010 to respond to our community's need to address the number of high risk defendants charged with alcohol related offenses.

The attached Agreement of Conditions and Local Governmental Resolution must be reviewed and approved by the Board of Commissioners. The Federal Funding for this fiscal year has been approved in the amount of \$55,462.00, which is 50%, and this year there will be a County match of \$55,461.00, which is 50% of the grant.

#### **RECOMMENDATION / PROPOSED ACTION**

Approve Budget Ordinance Amendment B200930 and the attached Agreement of Conditions and Local Governmental Resolution to finalize the application process of the Sobriety Court Grant for Cumberland County and direct staff to submit the paperwork to the North Carolina Governor's Highway Safety Program.

#### **ATTACHMENTS:**

Description	Type
FY 2019-2020 Agreement of Conditions	Backup Material
FY 2019-2020 Traffic Safety Project Contract	Backup Material
FY 2019-2020 Local Governmental Resolution	Backup Material

**North Carolina Governor's Highway Safety Program  
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

**A. Federal Provisions**

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
  - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
  - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
  - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
  - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
  - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
  - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
  - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
  - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
  - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
  - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
  - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
  - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
  - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (i) 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



- (ii) 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### 6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

#### 7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of 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 or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this 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.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
  - (g) 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
  - (h) 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.
  - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, 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 or debarment.
  - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
    - (i) The prospective lower tier participant (the Agency) 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 covered transactions by any Federal department or agency.
    - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

#### **B. General Provisions**

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
  - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
  - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
  - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
    - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
- 7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
- 8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
- 9. **Reimbursement.**
  - (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
  - (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
  - (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
  - (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
  - (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
- 10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
- 11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
- 12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
- 13. **Reports Required.**
  - (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
  - (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

**14. Out-of-State Travel.**

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

**15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

**16. Conditions for Local Governmental Agencies.**

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

**17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

**18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

**19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

**20. Continued Federal and State Funding.**

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

- to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.
27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is June 30, 2020
31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME Amy H. Cannon	TITLE County Manager	ADDRESS P.O. Box 1829 Fayetteville, NC 28301
SIGNATURE	DATE	TELEPHONE NUMBER 910-678-7723
AGENCY AUTHORIZING OFFICIAL		
NAME Melissa Cardinali	TITLE Assistant County Manager	ADDRESS P.O. Box 1829 Fayetteville, NC 28301
SIGNATURE	DATE	TELEPHONE NUMBER 910-678-7724
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME Vicki Evans	TITLE Finance Director	ADDRESS P.O. Box 1829 Fayetteville, NC 28301
SIGNATURE	DATE	TELEPHONE NUMBER 910-678-7750

# North Carolina Governor's Highway Safety Program Traffic Safety Project Contract – Form GHSP-01

## SECTION A – GENERAL INFORMATION

1. Agency: <b>CUMBERLAND COUNTY</b>	4. Contact Person for Agency: Alvin Chestnut
2. Agency Address: PO Box 1829 FAYETTEVILLE, NC 28302-1829	5. Telephone Number: * +1 (910) 321-7123
3. Physical Location of Agency * 412 W. Russell St, Fayetteville, NC 28301	6. Cell Phone: 910-635-1041
8. Federal Tax ID Number / Type of Agency  Federal Tax ID Number: *56-6000291 DUNS No : *                      088571690 County: *CUMBERLAND COUNTY  Type of Agency <input type="radio"/> State <input type="radio"/> Non-Profit <input checked="" type="radio"/> County <input type="radio"/> Higher Education <input type="radio"/> Municipality <input type="radio"/> Hospital	7. Email of Contact Person * achestnut@co.cumberland.nc.us
9. Project Year *  <input type="radio"/> New <input checked="" type="radio"/> Continuation Year: <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4+	10. Allocation of Funding *  <div style="display: flex; justify-content: space-between;"> <span>Federal %   50.00</span> <span>Local %       50.00</span> </div>
11. Project Title: *    Cumberland County Sobriety Coordinator/Community Liaison	

Source of Funds			
12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs	\$69,223.00	\$34,612.00	\$34,611.00
Contractual Services			
Commodities Costs	\$13,000.00	\$6,500.00	\$6,500.00
Other Direct Costs	\$26,200.00	\$13,100.00	\$13,100.00
Indirect Costs	\$2,500.00	\$1,250.00	\$1,250.00
<b>Total Project Costs</b>	<b>\$110,923.00</b>	<b>\$55,462.00</b>	<b>\$55,461.00</b>

13. Specify How Non-Federal Share Will Be Provided:  
 The local match will come from general funds balance.

Project Number: M5CS-20-15-01	CFDA#: 20. 616- MAP-21 Work Type:    Prosec. & Adjud.
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## SECTION B – DESCRIPTION OF PROJECT

**Statement of Problem** (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Cumberland county continues to rank number four in overall fatalities, rank number four in alcohol related fatalities, rank number four in alcohol fatal crashes, five in alcohol related serious injuries, and five alcohol crashes, according to the Data County (2013-2017). Many of these drivers are repeated offenders and present a high risk to our citizens. To target and reduce this population, the Cumberland County Sobriety Court was established to monitor both dangerous defendants and to focus on supervision and treatment for pretrial and convicted repeated offenders. The out-of-state travel has increased due to the location of Lifesavers in Tampa, FL, Apr 2020 and also NADCP in Anaheim, CA May 2020. We have a new District Court Judge assigned to our DWI Court as well as Director, Public Defender and Treatment Provider assigned to the team. This would allow them to understand how important DWI Courts are to the program as well as educate them on other workshop functions to improve the program. By allowing the increase in out-of-state travel, our DWI court can continue with continuity with it's team members. It would also provide more guidance to the team on how to provide a more understanding in how DWI courts should



function. The increase in funds provides the opportunity for these new members the ability function more within their duties outlined in the DWI policy. The in-state travel, will be used for all eight team members to attend the conference. Due to the change of team members it would also allow those that haven't attended a Traffic Safety Conference, the opportunity to improve the awareness and education of DWI's as well as safety issues. It would also be used for lodging all members, and transportation for all members. Additionally, the current computer is over 6 years old. The use of new computer and software would provide a more updated programs and data input, moving the Sobriety Court in the 21st Century.

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 20	Occupant Protection Citations	DWI Citations	Speed Citations
Year 20	Occupant Protection Citations	DWI Citations	Speed Citations
Year 20	Occupant Protection Citations	DWI Citations	Speed Citations

**Goals and Objectives** (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Goal #1: To reduce alcohol-related fatalities by 20% in Cumberland County from 2013-2017 5 year average of 44 to 35 by the end of FY2020

Objectives: (1) Continue to use one or more existing sobriety court measures-Probation, CAM, Soberlink (SL2), continue random curfew checks and alcohol testing. A monopoly of Intensive Outpatient Treatment Facilities, continuing care through several counseling centers for one or more participants.  
 (2) Continue to increase educational awareness aimed at local Universities to include Technical Colleges in addition to High Schools and Military Installation on drinking, drugging and driving.  
 (3) Continuously maintain the increase number of random alcohol and curfew checks by 25% from 20%, and the number of participants from 90-100 by 9/30/2020, this would enable the coordinator to ensure that public safety continues to be the focal point as well as a manageable case load.  
 (4) Continue to utilize the DWI questionnaire for pretrial and treatment participants upon entry and exit the program in order to get a better understanding on how many DWIs the individual has had over the years and utilize these number to educate the public on the importance of not drinking and driving.  
 (5) Continue to utilize local Community non-profit Agencies, allowing participants the ability to continue to give back to the community within 30 days of being assigned to Sobriety Court through community.  
 (6) Develop and implement a computerized record keeping for pretrial participants to maintain recidivism within the county.

Goal #2:

Objectives:

Goal #3:

Objectives:

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- ☒ Reduce NC's traffic-related fatalities by 25% from the 2008-2012 average of 1,317 to 988 by 2020.
- ☒ Reduce NC's alcohol-related fatalities by 35% from the 2008-2012 average of 386 to 251 by 2020.
- ☐ Reduce NC's unrestrained fatalities by 30% from the 2008-2012 average of 407 to 285 by 2020.
- ☐ Reduce NC's speed-related fatalities by 25% from the 2008-2012 average of 479 to 359 by 2020.
- ☐ Reduce NC's young driver-involved fatal crashes by 30% from the 2008-2012 average of 196 to 137 by 2020.
- ☐ Reduce NC's motorcycle fatalities by 25% from the 2008-2012 average of 177 to 133 by 2020.
- ☐ Increase NC's seat belt usage rate 4.4 percentage points to 95% by 2020.

## SECTION C – BUDGET DETAIL

### Personnel Costs

#	Personnel Position	Salary
1	Sobriety Coordinator	\$50,000.00
2		
3		
4		
5		
6		
7		
8		
9		
10		

Total Salaries Cost: \$50,000.00

#	Personnel Fringe Benefits	Cost
1	Fringe Benefits	\$19,223.00
2		
3		
4		
5		
6		
7		
8		
9		
10		

Total Fringe Benefits Cost: \$19,223.00

Total Personnel Costs: \$69,223.00

### Contractual Services

#	Contractual Service To Be Provided	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Total Contractual Services:

### Commodities Costs

#	Commodities	Cost
1	Testing supplies, Alcosensor Mouth Pieces, Calibration Gas, Vinyl Gloves	\$7,000.00
2	Bus Tickets; Pricing for Bus tickets has gone up	\$4,000.00

3	Office Supplies	\$2,000.00
4		
5		
6		
7		
8		
9		
10		
11		
12		

Total Commodities Cost: \$13,000.00

### Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1				
2				
3				
4				
5				
6				
7				
8				

Total Equipment Cost

#	Other Items and Equipment Direct Cost: <i>(Cost Limited to Less Than \$5000 Per Item)</i>	Cost
1	Telephone line/cell phone data connectivity/cellure phone usage	\$700.00
2		
3		
4		
5		
6		
7		
8		

Total Other Items and Equipment Direct Cost: \$700.00

#	Travel	Cost
1	In-State Travel	\$4,000.00
2	Out-of-State Travel	\$21,500.00

Total Travel Cost: \$25,500.00

Total Other Direct Costs: \$26,200.00

### Indirect Costs

#	Indirect Costs	Cost
1	Other Computer Equipment and software	\$2,500.00
2		
3		
4		

**SECTION D – SCHEDULE OF TASKS BY QUARTERS**

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

**Conditions for Enforcement Projects Only**

*By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.*

- ☐ A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- ☐ A minimum of one (1) impaired driving checkpoint per month;
- ☐ A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- ☐ Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- ☐ Participation in any event or campaign as required by the GHSP;
- ☐ Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

**First Quarter (October, November, December)**

- Produce quarterly reports on participants admission, non admission and completions
- Attend to speak to several community and religions groups about the operations of Sobriety Court as well as education and awareness.
- Continue to be apart upward bound class from local college, educating them on DWI awareness and prevention.
- Attend DWI Treatment Certification Tue-up in 2020
- Continue to meet with Defense Attorney, Advisory Committee on progress of Sobriety Court

**Second Quarter (January, February, March)**

- Continue to establish goals, policies, regulations and updates to Sobriety Advisory Board.
- Continue to speak at several community and religious groups about Sobriety Court in addition to education and awareness.
- Hold second annual meeting of Sobriety Court Team members to continue to assess strength and weakness relative to provided goals.
- Continue to revise and implement corrective actions in areas where goal was not met. And provide solutions to those areas.
- Continue to produce a quarterly report on participants admissions, non admissions and completions.
- Attend Lifesavers Conference in Tampa, FL April 2020; with Director, District Court Judge, Coordinator, Assistant Director

**Third Quarter (April, May, June)**

- Continue to speak to community groups about Sobriety Court
- Continue to provide Sobriety Court Advisory Board with quarterly reports and findings on Sobriety Court
- Continue to produce a quarterly report on participants admission, non admission and completions
- Team attends National Associations of Drug Court Professionals (NADCP), Anaheim Convention Center, Anaheim, CA May 2020; with Director, District Court Judge, Coordinator, Assistant Director
- Attend the Traffic Safety Conference in Charlotte in May 2020
- The in-state travel, will be used for all eight team members to attend the conference. Due to the change of team members it would also allow those that haven't attended a Traffic Safety Conference, the opportunity to improve the awareness and education of DWI's as well as safety issues. It would also be used for lodging all members, and transportation for all members.

**Fourth Quarter (July, August, September)**

- Continue to audit testing/CAM/Curfew compliance and reports
- Continue to produce a quarterly report on participants admission, non admission and completions
- Complete the annual report for Fiscal Year 2020 and continue to compare goals

**AGENCY AUTHORIZING SIGNATURE**

- ☐ I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge.

Name: PIN Date:

(The Applicant Agency)

(The Governing Body of the Agency)

(Governing Body)

(Name and Title of Representative)

55,462.00

(Federal Dollar Request)

\$ 55,461.00

(Local Cash Appropriation)

6. That this resolution shall take effect immediately upon its adoption.

(Chairperson/Mayor)

(Clerk)

DATE \_\_\_\_\_



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 3, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 8/26/2019**

**SUBJECT: PUBLIC HEARING ON THE PROPOSED FINANCING AUTHORIZED BY G.S. 159-151 AND CONSIDERATION OF APPROVAL TO ADOPT THE RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT TO REFINANCE THE CUMBERLAND COUNTY FINANCE CORPORATION CERTIFICATES OF PARTICIPATION SERIES 2009B AND A 2017 INSTALLMENT FINANCING CONTRACT**

#### **BACKGROUND**

At the August 19th Board of Commissioners' meeting, a resolution which authorized the filing of an application to the Local Government Commission (LGC) for this financing was approved. The resolution also documented certain findings that are required for the transaction under G.S. 159-151. Additionally, authorization was given to publish a notice of public hearing on the proposed installment financing contract.

A request for proposals process was conducted by DEC Associates, the County's financial advisors, on the Series 2009B COPs to be paid back over a five-year period, and the 2017 installment financing to be paid back over a seven-year period. PNC Bank offered the most advantageous business terms which include a 1.56% interest rate on the five-year refinancing and a 1.73% interest rate on the seven-year refinancing.

To complete this transaction, Board of Commissioner approval is being requested to authorize County staff to execute documents including the installment financing contract and deed of trust. The LGC will consider this financing at their October 1, 2019 meeting. The closing is scheduled to occur on or before October 15, 2019.

#### **RECOMMENDATION / PROPOSED ACTION**

1. Hold the public hearing on the proposed financing authorized by G.S. 159-151.
2. Adopt the resolution authorizing the execution and delivery of an installment financing contract to refinance

the Cumberland County Finance Corporation Series 2009B COPs and the 2017 Installment Financing Contract.

**ATTACHMENTS:**

Description

Type

Approving Resolution

Backup Material

BOARD OF COMMISSIONERS  
OF  
CUMBERLAND COUNTY, NORTH CAROLINA

Excerpt of Minutes  
of Meeting of  
September 3, 2019

Present: Chairman \_\_\_\_\_ presiding, and Commissioners \_\_\_\_\_

---

Absent: \_\_\_\_\_

\* \* \* \* \*

Commissioner \_\_\_\_\_ introduced the following resolution, the title of which was read:

RESOLUTION AUTHORIZING THE EXECUTION AND  
DELIVERY OF AN INSTALLMENT FINANCING CONTRACT  
TO REFINANCE THE CUMBERLAND COUNTY FINANCE  
CORPORATION CERTIFICATES OF PARTICIPATION  
(CUMBERLAND COUNTY IMPROVEMENT PROJECTS),  
SERIES 2009B AND A 2017 INSTALLMENT FINANCING  
CONTRACT

WHEREAS, the County of Cumberland, North Carolina (the "County") previously entered into an Installment Financing Agreement dated as of May 1, 2009, between the County and the Cumberland County Finance Corporation (the "Corporation"), pursuant to which the Corporation advanced the proceeds of the Corporation's Certificates of Participation (Cumberland County Improvement Projects), Series 2009B (the "2009B COPs") to the County, to provide funds to refund (a) certain maturities of the outstanding \$52,950,000 Refunding Certificates of Participation (Cumberland County Civic Center Project), Series 1998, issued to refinance certain costs of the County's civic center complex, (b) the outstanding \$37,350,000 Installment Payment Revenue Bonds (Public Building and Equipment Projects), Series 1998, issued to finance a social services facility, a corrections center and equipment for use by the County, and (c) the outstanding \$50,780,000 Installment Payment Revenue Refunding Bonds (Detention Center and Mental Health Facility Projects), Series 2000, issued to refinance the costs of certain County office buildings (collectively, the "2009B Project"); and

WHEREAS, the County previously entered into an Installment Financing Contract dated September 20, 2017, between the County and PNC Bank, National Association (the "2017 IFC"), the proceeds of which were used to finance the construction, renovation and equipping of various capital improvements throughout the County (the "2017 Project" and, together with the 2009B Project, the "Projects"); and



WHEREAS, the Board of Commissioners (the “Board”) of the County desires to pursue the refinancing of (a) all the County’s remaining obligations with respect to the 2009B COPs and (b) all of the County’s obligations under the 2017 IFC, pursuant to one or more installment financing contracts, as permitted under N.C.G.S. § 160A-20; and

WHEREAS, the County sent out a request for proposals to a number of banks relating to the financing; and

WHEREAS, PNC Bank, National Association (the “Bank”) submitted a proposal dated August 21, 2019 (the “Proposal”), pursuant to which the Bank offered to enter into an installment financing contract with the County in the amount of up to \$33,850,000 (the “Contract”) to refinance the 2009B COPs and the 2017 IFC and to pay certain costs associated with the financing, to be secured by a deed of trust and security agreement that creates a lien on a portion of the Projects consisting of the Spring Lake Family Resource Center and the Hope Mills Branch Library (the “Property”) for the benefit of the Bank (the “Deed of Trust”); and

WHEREAS, the County has today held a public hearing regarding the refinancing of the Projects through the execution and delivery of the Contract, as evidenced by the Certificate and Summary of Public Hearing attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County (the “Board of Commissioners”), as follows:

1. The Board of Commissioners hereby accepts the Proposal, and authorizes and directs the Chairman, the County Manager, the Finance Officer, and the Clerk, or any of them, to execute, acknowledge and deliver the Contract and the Deed of Trust in the form presented to the Board of Commissioners and conforming to the terms of such Proposal on behalf of the County, with such changes and modifications as the person executing and delivering such instruments on behalf of the County shall find acceptable, such execution to be conclusive evidence of approval of such changes. The Clerk is hereby authorized to affix the official seal of the County to the Contract and the Deed of Trust and to attest the same.

2. Each of the County Manager, the Finance Officer and other appropriate officers of the County is hereby authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution, the Contract and the Deed of Trust and the financing of the Project.

3. All other acts of the Board of Commissioners and the officers of the County, which are in conformity with the purposes and intent of this resolution and in furtherance of the financing of the Project, are hereby ratified, approved and confirmed.

4. This resolution shall take effect immediately.

Commissioner \_\_\_\_\_ moved the passage of the foregoing resolution and Commissioner \_\_\_\_\_ seconded the motion, and the resolution was passed by the following vote:

Ayes: Commissioners \_\_\_\_\_  
Nays: Commissioners \_\_\_\_\_  
Not voting: Commissioners \_\_\_\_\_

\* \* \* \* \*

I, Candice White, Clerk for the Board of Commissioners of Cumberland County, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Board of Commissioners for the County at a regular meeting duly called and held on September 3, 2019, as it relates in any way to the resolutions hereinabove referenced and that such proceedings are recorded in the minutes of the Board. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board of Commissioners for the County is on file in my office.

WITNESS my hand and the official seal of the County this \_\_\_\_ day of September, 2019.

[SEAL]

\_\_\_\_\_  
Clerk to the Board of Commissioners  
Cumberland County, North Carolina

**CERTIFICATE AND SUMMARY OF PUBLIC HEARING**

The undersigned Clerk to the Board of Commissioners for Cumberland County, North Carolina hereby certifies:

1. Attached hereto as Exhibit A is an Affidavit of Publication with respect to notice of a public hearing (the "Hearing") held on September 3, 2019, with respect to the financing of a certain capital projects in the County pursuant to N.C.G.S. § 160A-20.

2. The presiding officer of the Hearing was \_\_\_\_\_.

3. The following is a list of the names and addresses of all persons who spoke at the Hearing:

4. The following is a summary of the oral comments made at the Hearing:

WITNESS my hand and the official seal of the County this 3rd day of September, 2019.

\_\_\_\_\_  
Candice White, Clerk  
Board of Commissioners  
Cumberland County, North Carolina

(SEAL)



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 3,  
2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 8/27/2019**

**SUBJECT: CONSIDERATION OF A CONTRACT TO ENGAGE OUTSIDE COUNSEL  
FOR STATUS OF COVERAGE CLAIM**

**BACKGROUND**

In closed session on August 19, 2019, the Board discussed issues related to a claim arising out of a personal injury at the Crown Complex with the County Attorney. One of those issues is whether this claim is covered by liability insurance provided by Spectra as the facility manager under which the County and/or Civic Center Commission are additional named insureds. The insurance carrier has not responded to the County Attorney's inquiries as to coverage. The County Attorney requested the Board hire Cranfill, Sumner & Hartzong, LLP, as outside counsel to represent the County and/or Civic Center Commission with respect to the coverage issue, including litigation if necessary. The Board gave its tentative approval to engage that firm for this purpose. The County Attorney's Office will represent the County and/or Civic Center Commission in the personal injury claim while the coverage claim is pending. A copy of the proposed contract is attached.

**RECOMMENDATION / PROPOSED ACTION**

County Attorney recommends the Board approve the proposed contract.

**ATTACHMENTS:**

Description

Engagement Letter

Type

Backup Material

RALEIGH OFFICE

5420 WADE PARK BLVD., SUITE 300 (27607)  
POST OFFICE BOX 27808  
RALEIGH, NORTH CAROLINA 27611-7808  
TELEPHONE (919) 828-5100  
FAX (919) 828-2277



CRANFILL SUMNER & HARTZOG LLP

JENNIFER A. WELCH  
ATTORNEY AT LAW  
DIRECT DIAL #: (919) 863-8739  
DIRECT FAX #: (919) 863-3463  
EMAIL: JWELCH@CSHLAW.COM  
[WWW.CSHLAW.COM](http://WWW.CSHLAW.COM)

August 22, 2019

Robert A. Hasty, Jr.  
Assistant County Attorney  
For Cumberland County  
P.O. Box 1829  
Fayetteville, NC 28302

RE: Additional Insured Status under NOVA Casualty Policy  
Our File No.: 11337.00000001

Dear Rob:

This will confirm that Cranfill Sumner & Hartzog LLP has been asked to represent Cumberland County and Cumberland County Civic Center Commission (collectively, "the County", "you" or "Client") to review insurance coverage issues regarding the County's additional insured status under an insurance policy issued by NOVA Casualty Company to Global Spectrum, LP dba Spectra Venue Management. We very much appreciate this opportunity.

This letter constitutes the legal service engagement agreement (the "Agreement") between the County and Cranfill Sumner & Hartzog LLP ("we" or the "Firm"), describes the terms of our relationship, and sets forth the general terms of our assistance to you in the above-referenced matter. If this Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience.

1. **Scope of Engagement:** Representation of the County in connection with insurance coverage issues regarding the County's additional insured status under an insurance policy issued by NOVA Casualty Company to Global Spectrum, LP dba Spectra Venue Management. This representation does not involve an undertaking to represent the County or its interests in any other matter other than that described above.

2. **Fees for Services:** Our fees for the services rendered will be based on the time spent by our personnel. My own current billing rate as a partner for this matter is \$300 per hour. Rates for other partners will also be billed at \$300 per hour, and associates will be billed at \$250 per hour. The rate for paralegals is \$150 per hour.

3. **Expenses:** In addition to fees for legal services, there are certain costs and expenses that you may be obligated to pay. Costs and expenses over \$100 may be billed directly to you. You agree to pay these bills on a timely basis according to their terms.

4. **Payment of Fees and Expenses:** All fees and expenses shall be invoiced and payable on a monthly basis. You agree to pay our invoices on a timely basis.

5. Permission to Use Information in Marketing of the Law Firm: By signing this Agreement, you agree that your name, logo, and a general description of this matter may be used by the Firm in its business development efforts and materials. If you do not wish for this information to be used in the manner specified, please draw a line through and initial this paragraph.

6. Termination of Representation: It is understood that, subject to any limitations imposed by the court, and in the Firm's case subject to ethical requirements, the Firm or you may terminate the Firm's representation.

7. Warranty: You acknowledge that we have made no guarantees as to the outcome or the amounts recoverable in connection with this matter.

8. Client Documents: We will maintain any documents you furnish us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. We will retain any remaining documents in our files for a reasonable period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

9. Choice of Law: All rights and obligations of the Firm and you arising under or related to this agreement shall be governed by the laws of the State of North Carolina.

10. Confirmation of Agreement: If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing and returning a copy of this letter, which shall control all obligations set forth herein except as may subsequently be agreed upon in writing.

We appreciate your confidence in our firm and assure you that we will make every effort to perform our services in a prompt and efficient manner. Please feel free to contact me if you have any comments or questions concerning this Agreement.

Very truly yours,

CRANFILL SUMNER & HARTZOG LLP

By:   
Jennifer A. Welch

Robert A. Hasty, Jr.  
August 22, 2019  
Page 3

Agreed and accepted on \_\_\_\_\_, 2019.

CUMBERLAND COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Printed name)

Agreed and accepted on \_\_\_\_\_, 2019.

CUMBERLAND COUNTY CIVIC CENTER COMMISSION

By: \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Printed name)



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 3,  
2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY CANNON, COUNTY MANAGER**

**DATE: 8/27/2019**

**SUBJECT: CONSIDERATION OF CITY OF FAYETTEVILLE'S REQUEST FOR THE  
COUNTY TO APPLY FOR ADDITIONAL FEDERAL TRANSIT  
ADMINISTRATION GRANT FUNDS FOR EXPANDED ELDERLY AND  
DISABLED TRANSPORTATION SERVICES**

**BACKGROUND**

The Vision Resource Center (VRC) recently relocated its office from the Gilmore Center to the Alphin House on Cedar Creek Road. In preparation of that move, VRC requested the continuation of FASTRAC! transportation services for the visually impaired at their new location. The new location is outside of the City's ADA service area (radius of 3/4 of a mile of a regular bus route).

FAST and the County's Community Transportation Program (CTP) receive federal and state funding to provide services to the elderly and disabled persons outside the FASTRAC! service area. FAST is eligible for 50% Federal Transit Administration (FTA) while the County is eligible for 80% funding if the services are provided to the elderly and disabled. It should be noted that the transportation to the VRC can be provided at a much lower cost if provided through the County's contract operator which allows more trips to be provided under the available grant funding. It is projected that additional \$40,000 of grant funds are needed to provide the level of services requested by VRC.

This item was presented by Mayor Colvin at the City-County Liaison Meeting on August 15, 2019. Specifically, the City is requesting the County to apply for additional FTA funds in the amount of \$40,000 since the match is only 20% or \$8,000. It appears from the discussion at the meeting, the City is willing to pay the entire grant match if the County applies for the funding so that transportation services to the VRC may continue.

Attached you will find an excerpt of the presentation and discussion from the draft minutes of the August 15, 2019 City-County Liaison Meeting.



## **RECOMMENDATION / PROPOSED ACTION**

Based upon the discussion at the City-County Liaison Meeting, Management recommends the Board of Commissioners approve requesting \$40,000 of additional FTA (5310) grant funds for continued VRC transportation contingent upon the 20% match being provided by the City of Fayetteville.

## **ATTACHMENTS:**

Description

Type

Draft Minutes of the August 15, 2019 City-County Liaison Meeting

Backup Material

# DRAFT

FAYETTEVILLE-CUMBERLAND LIAISON COMMITTEE  
LUIGI'S RESTAURANT – 528 N. MCPHERSON CHURCH RD. – FAYETTEVILLE, NC  
AUGUST 15, 2019 – 12:00 P.M.  
SPECIAL MEETING MINUTES

## CUMBERLAND COUNTY

MEMBERS PRESENT: Commissioner Marshall Faircloth, Committee Chair and Board of  
County Commissioners' Vice Chairman  
Commissioner Jeannette Council, Board of County  
Commissioners' Chair

## MAYOR/CITY COUNCIL

MEMBERS PRESENT: Mitch Colvin, Fayetteville Mayor  
Ted Mohn, Fayetteville Mayor Pro Tem  
Tisha S. Waddell, Fayetteville City Council Member

## CUMBERLAND COUNTY

MEMBER ABSENT: Commissioner Larry Lancaster, Board of County Commissioners'  
Former Chairman

## OTHERS PRESENT:

Glenn Adams, Board of County Commissioners  
Charles Evans, Board of County Commissioners  
Jimmy Keefe, Board of County Commissioners  
Johnny Dawkins, Fayetteville City Council Member  
Kathy Jensen, Fayetteville City Council Member  
Amy Cannon, County Manager  
Duane Holder, Assistant County Manager/Interim Health Director  
Jeffery Brown, County Engineering and Infrastructure  
Director  
Sylvia McLean, County Community Development  
Rick Moorefield, County Attorney  
Doug Hewett, City Manager  
Kristoff Bauer, Assistant City Manager  
Angel Wright-Lanier, Assistant City Manager  
Karen McDonald, City Attorney  
Randy Hume, Fayetteville Transit Director  
Cindy Bolt, Fayetteville Economic and Community  
Development Director  
Adolf Thomas, Fayetteville Community Relations Specialist  
Laressa Witt, Continuum of Care Chair  
Pamela Megill, Fayetteville City Clerk  
Candice White, Clerk to the Board  
Press



B. DISCUSSION AND CONSIDERATION OF TRANSPORTATION FOR THE VISION RESOURCE CENTER

Mayor Colvin stated the City Council received a presentation by the Vision Resource Center and the majority of the Council he spoke with want to work together to solve the problem. Mayor Colvin stated this has come down to the point administratively to what is in the best interest of taxpayers. Mayor Colvin stated according to the Transit Director, if the City applied for federal reimbursement it would not be as much as if the County were to apply for it because the route is outside the City. Mayor Colvin stated he thinks there was consensus of Council at the last meeting to cover the delta if the County were to apply. Mayor Colvin stated the VRC made a very strong case for City and County citizens and they need to be taken care of on this issue. Mayor Colvin stated it was a matter of the City getting the data and he would like to know the timetable involved.

Mr. Hewett stated he thinks the matter has been resolved. Amy Cannon, County Manager, stated the Board of Commissioners has not taken any action and has not received a presentation. Commissioner Faircloth asked Mr. Hewett what had been discussed. Mr. Hewett stated Angel Wright-Lanier, Assistant City Manager, and Randy Hume, Fayetteville Transit Director, met with Ms. Cannon and Joel Strickland, FAMPO and Interim Planning Director, and by using census 5310 grant funds and running that through the County's contractors, the community would be eligible for funding to provide direct services the VRC needs at their new location with 20% as the local share. Mr. Hewett stated the local share would be under \$10,000. Mr. Hume confirmed that to be correct. Mr. Hewett stated as the Mayor mentioned, the idea is whether the \$10,000 is shared or all paid by one party and the Council gave he and the Mayor authority to pay whatever the local match is using the 5310 grant so transportation services to the VRC could continue.

Commissioner Faircloth asked whether City Council appropriated any funding to VRC directly. Mr. Hewett responded in the negative. Commissioner Faircloth stated the County allocates a direct stipend of \$7,000 to the VRC and also the facility currently occupied by the VRC is at a reduced rate of \$200 per month. Commissioner Faircloth stated the County also benefits from having the facility occupied.

Council Member Jensen stated if the City applies for the grant, it only receives 50% and has to pay \$17,000 and if the County applies for the grant, it gets 80% and the money that comes out of the taxpayer base is \$7,000. Council Member Jensen stated she does not think anyone at the City is saying they are not willing to participate, and she has been vocal in saying write the \$7,000 check and move on. Chair Council stated that sounds like a reasonable solution to her, but it would have to come back to the Board of Commissioners.

Council Member Waddell stated Council was hearing during its discussion that it was outside the City's service area because the VRC resided in the County and so it then became a County issue. Council Member Waddell stated Council recognized the County has done a tremendous amount for the organization and that a lot of City residents use the facility. Council Member Waddell stated Council wanted to do something to be of assistance but wanted to do something practical to minimize the impact to the budget. Council Member Waddell stated when Council Member Jensen made the recommendation, it made sense for the County to apply for the grant and the City to pick up the rest of the bill because it would be 20% versus 50%.

Commissioner Faircloth stated obviously there can be no commitment today and thanked City and County staff for putting preliminary information together.



## **OFFICE OF THE COUNTY MANAGER**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 3, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY CANNON, COUNTY MANAGER**

**DATE: 8/26/2019**

**SUBJECT: CONSIDERATION OF REQUEST FOR SPECTRA VENUE MANAGEMENT  
TO UTILIZE FUNDS SET ASIDE IN THE 2017 MANAGEMENT AGREEMENT  
FOR THE ENGAGEMENT OF A FIRM TO CONDUCT A MARKET ANALYSIS  
AND FEASIBILITY STUDY**

#### **BACKGROUND**

As you know, there are concerns about the approaching deadline to close the Crown Theatre/Arena and the corresponding loss of touring productions, concerts and community events resulting in a loss of revenue to the Crown Complex business model. Spectra is committed to the County and this community and wants to partner with us in developing a plan for facilities that complement the coliseum and the Crown Complex business model.

Specifically, Spectra is offering to manage the process of engaging a firm to conduct a feasibility study to analyze and determine the need for a new facility to replace the Crown Theatre/Arena. Spectra recommends using the funds previously set aside in the 2017 management agreement between Spectra and the County, for mutually agreed upon projects. This approach provides the following advantages:

- Eliminates the need to use county/food & beverage funds for the study
- Expedites the timeline for the study completion and delivery of the results
- Management of the process is led by a neutral, third party with industry experience which may enhance community reception and engagement

Attached you will find a letter from Spectra which provides details on this approach to procuring the market analysis and feasibility study. Please note that if the County should move forward with this approach, Spectra is seeking assurance that they will not be precluded from managing and operating any resulting new facility.

#### **RECOMMENDATION / PROPOSED ACTION**

Request Spectra Venue Management utilize funds set aside in the 2017 management agreement for the engagement of a firm to conduct a market analysis and feasibility study.

**ATTACHMENTS:**

Description

Type

Spectra Venue Management Letter of Recommendation

Backup Material





**SPECTRA**

Spectra Venue Management  
150 Rouse Boulevard, 3<sup>rd</sup> Floor  
Philadelphia, PA 19112  
P: (215) 389-9477  
F: (215) 952-5651

August 23, 2019

County of Cumberland  
Attn: Amy Cannon, County Manager  
117 Dick Street, 5<sup>th</sup> Floor  
Fayetteville, NC 28301

Dear Ms. Cannon:

I hope that your summer has been an enjoyable one and you have had a chance to find some time away from the office to relax and enjoy your family and friends. Since the start of our relationship, you and your entire team, colleagues, elected officials and the community have made us feel like family, and for that I thank you. And so with that thought in mind, I write this letter in hopes that we can work together to overcome a potential obstacle to the future growth of Cumberland County.

Since assuming management duties of the Crown Complex on November 1, 2013, and with the support and guidance provided by Cumberland County leadership, Spectra Venue Management has had the opportunity to play an integral role in growing the volume of events and the quality of entertainment and customer experience in our region. We have collectively solicited and produced additional content for the multiple venues associated with the Crown Complex while focusing on the bottom line and customer experience. We have also made strategic efforts to ensure that the specific events that are presented are reflective of the demands of the demographics in the region as a whole. We feel that the diversity of programming in the venue should be reflective of the diversity in the community. To that end, the support of our efforts over the last five-plus years by the Cumberland County community and region has been tremendous. Through this wholistic approach we have been able to save the County approximately \$1.2 million each year in funding for the Crown.

While significant progress has been made over the past five years, the next five years brings with it some level of uncertainty regarding the future of the Complex. With the anticipated closure of the Crown Theatre and Crown Arena venues in October of 2022 many of the touring productions, concerts, and community events that we have booked on your behalf will be required to find new homes elsewhere in the region, or consider discontinuing their productions if suitable accommodations cannot be found. In many instances this will likely result in various events leaving the Cumberland County/Fayetteville marketplace, a market that we have worked diligently to promote since 2013. Correspondingly, we would anticipate an unfavorable change in financial results and the lost economic impact that goes along with these events. As your manager, we have a vested interest in the future growth and sustainability of this community, hence the reason for writing this letter.

In order to achieve our shared long-term vision for hosting successful events we must continue to be proactive in preparing for the future by considering the facility needs that will be demanded based on a variety of factors. For that reason we are recommending that we seek a qualified firm to conduct an independent and comprehensive market analysis/feasibility study to analyze and determine the need for a new facility to take the place of the Crown Theatre and Crown Arena. Such a study can analyze industry information, data analytics, community demand, comparable market and venue analysis and best practices related to design and construction of a new facility, as well as determine the appropriate size and location of such a facility to match

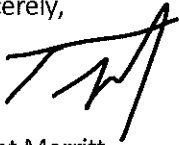
August 23, 2019

with the needs of the community. Such analysis could include recommendations reflective of current facts and conditions, as well as future planning considerations and long-term funding mechanisms and models with respect to a proposed facility. While this type of study has been contemplated by the County in previous capital planning models, it has not yet come to fruition for a variety of reasons. If the County so desires, and provided Spectra is assured that it will not be precluded from managing and operating any resulting new facility, Spectra is willing to manage the process of engaging a firm to conduct this study. Based on our industry experience and familiarity with the complex and the community, we are confident that we can effectively and efficiently manage this process on your behalf.

Included in the management agreement between the County and Spectra which was renewed on April 12, 2017, Spectra set aside \$200,000.00 towards mutually agreed upon projects. We are willing to utilize those funds toward the engagement of a consultant to conduct the market analysis as noted above. If agreed to, we would begin the process of selecting a consultant and managing the process of the study with an expected completion of approximately 4-5 months from authorization to move forward. Any funds not utilized for this purpose will remain with the County to be considered for future projects, per our agreement.

We look forward to your response, and we thank you, your team and the Cumberland County community for the support of our efforts over the last five-plus years. We hope to continue to contribute to the positive growth of Cumberland County for many years to come.

Sincerely,

A handwritten signature in black ink, appearing to read 'Trent Merritt', with a stylized, overlapping 'T' and 'M'.

Trent Merritt  
Regional Vice President  
Spectra Venue Management



## CLERK TO THE BOARD OF COMMISSIONERS

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 3, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 8/27/2019**

**SUBJECT: SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION (1 VACANCY)**

#### **BACKGROUND**

The membership of the Southeastern Economic Development Commission is comprised of four (4) members from each county within the district. One of the member categories is for a County Commissioner.

Attached is a letter from Pamela H. Bostic, Executive Director of the Southeastern Economic Development Commission, requesting that the Board of Commissioners considers waiving the requirement under their Rules of Procedure that states "no citizen may serve more than two consecutive terms" and recommends **Commissioner Jeannette Council** be appointed to serve an additional term on the SEDC Board of Directors. Commissioner Council is willing to serve an additional term if appointed.

The current membership roster is attached. There are no applicants for the SEDC Board of Directors.

#### **RECOMMENDATION / PROPOSED ACTION**

**Nominate a County Commissioner to serve on the SEDC Board of Directors.**

#### **ATTACHMENTS:**

Description

Type





**Southeastern Economic Development Commission**

**Member Specifications:**

4 Members from Each Representative County

**Term:** 4 Years

**Compensation:** None

**Duties:**

**Meetings:** Full Board meets one time annually - Usually in April

**Meeting Location:** 707 West Broad Street, Elizabethtown, NC



## SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

*Serving Southeastern North Carolina Since 1968*

### BOARD OF DIRECTORS

Amy Cannon  
Chairman  
Cumberland County

Chuck Heustess  
Vice Chairman  
Bladen County

Mark Ward  
Secretary/Treasurer  
Scotland County

Bill Early  
Brunswick County

Gary Lanier  
Columbus County

Carnell Robinson  
Harnett County

Gwen McGougan  
Hoke County

Randall Johnson  
New Hanover County

Jackie Newton  
Pender County

Martie Butler  
Richmond County

Jerry Stephens  
Robeson County

John Swope  
Sampson County

### EXECUTIVE DIRECTOR Pamela H. Bostic

August 16, 2019

Mrs. Amy Cannon, County Manager  
County of Cumberland  
PO Box 1829  
Fayetteville, North Carolina 28302

Dear Mrs. Cannon,

According to our records, the term of Commissioner Jeanette Council on the Southeastern Economic Development Commission (SEDC) Board of Commissioners expired on September 30, 2018. In order to ensure that Cumberland County has adequate representation on our Board, we are requesting that the Board of Commissioners reappoint Commissioner Council to a four-year term to expire on September 30, 2022.

Commissioner Council has been representing Cumberland County on the Full Board of the Commission. Despite her expired term, she has continued to be engaged with our organization and actively participated in the SEDC 51st Annual Meeting held in May.

We are aware that Commissioner Council is not eligible for reappointment to the SEDC Board in accordance with the Cumberland County Board of Commissioners' Rules of Procedure. We respectfully ask the Board of Commissioners to consider reappointing Commissioner Council to serve an additional term on the SEDC Board retroactive to September 30, 2018. Commissioner Council's expertise and experience on the Board has helped establish a mutual trust, respect, and candor among the other board members and staff. It is imperative to maintain cohesiveness as we work toward greater prosperity for the Region.

Thank you for your time and consideration regarding this matter. Should there be questions, please call me at (910) 862-6985, Ext. 320. Thank you.

Sincerely,

Pamela H. Bostic  
Executive Director  
Southeastern Economic Development Commission

SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION  
COUNTY APPOINTEES  
(4-year terms)

**(Minority and elected official requirements.)**

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
*Amy Cannon County Manager P.O. Box 1829 Fayetteville, North Carolina 28302 678-7723	4/18	3rd	Sept/21 9/30/21	No
Robert Van Geons Fayetteville Cumberland Economic Development Corporation 411 Forest Lake Road Fayetteville, NC 28305 704-985-3483	4/17	1 <sup>st</sup>	Apr/21 4/30/21	Yes
Glenn Adams (B/M) <i>Subject to NCGS128-1.1 (Minority Representative)</i> 407 Hilliard Drive Fayetteville, NC 28311 223-1400	10/15	1st	Oct/19 10/31/19	Yes
*serving unexpired term; eligible for one additional term*				
Jeannette M. Council (B/F) County Commissioner <i>Subject to NCGS128-1.2 (County Commissioner position)</i> PO Box 1829 Fayetteville, NC 28302 678-7771 or 678-7772	09/14	2nd	Sept/18 09/30/18	No

\*Designated to serve on the Executive Committee.

County Manager attends the Board of Director Meetings held 4<sup>th</sup> Tuesday of each month at 10:00 a.m. till around 12:00 noon; lunch is usually served following the meeting. Location for the meeting is 707 West Broad Street, Elizabethtown, N.C.

*(Commissioners and other position only attend the annual meeting-usually in April)*

Members appointed by the Board of Commissioners in November of 2001.

Terms were staggered initially when members were appointed on 11/5/01.

Contact: Pam Bostic [pbostic@sedcnc.org](mailto:pbostic@sedcnc.org)

Address: PO Box 921, Elizabethtown, NC 28337

Phone: 910-862-6985

Fax: 910-862-1482

Contact persons are Amy Cannon or Pamela Bostic



## CLERK TO THE BOARD OF COMMISSIONERS

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 3, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 8/26/2019**

**SUBJECT: BOARD OF ADJUSTMENT (1 VACANCY)**

#### **BACKGROUND**

At their August 19, 2019 meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Board of Adjustment:

#### **NOMINEE(S)**

##### **Regular Member:**

**Nathan Galbreath** (new appointment)

I have attached the current membership list for this Board.

#### **RECOMMENDATION / PROPOSED ACTION**

**Appoint individual to fill the one (1) vacancy above.**

#### **ATTACHMENTS:**

Description

Board of Adjustment Membership Roster

Type

Backup Material

BOARD OF ADJUSTMENT  
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Alfonso Ferguson Sr. (B/M) 3329 Eastgate Street Eastover, NC 28312 401-2313/483-1888	8/18	2nd	Aug/21 8/31/21	No
Winton McHenry (W/M) 3648 Lakeshore Drive Hope Mills, NC 28348 429-1101/308-3987	6/19	2nd	June/22 6/30/22	No
George Lott (W/M) 126 Rowland Circle Fayetteville, NC 28301 494-2178/488-8659	8/16	2nd	Aug/19 8/31/19	No
George Turner (W/M) 1012 Cain Road Fayetteville, NC 28303 484-4069/867-2116	9/18	2nd	Sept/21 9/30/21	No
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	8/18	1st	Aug/21 8/31/21	Yes
<u>Alternate Members:</u>				
Robert E. Davis (B/M) 901 Kaywood Drive Fayetteville, NC 28311 910-488-1194	8/19	2nd	Aug/22 8/31/22	No
Stacy M. Long (W/M) 1909 Partridge Drive Fayetteville, NC 28304 919-896-8970/919-633-8244	8/19	2nd	Aug/22 8/31/22	No
Marva Lucas-Moore (B/F) 3014 Hampton Ridge Road Fayetteville, NC 28311 551-1904/227-9605 <a href="mailto:marva@lucasmoorerealtyinc.com">marva@lucasmoorerealtyinc.com</a>	6/19	1 <sup>st</sup> full term	June/22 6/30/22	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Alternate Members Continued:</u>				
Quinsentina James (-/F) 2441 Canford Lane Fayetteville, NC 28304 910-364-4558 <a href="mailto:mqmlewis@aol.com">mqmlewis@aol.com</a>	9/18	1st	Sept/21 9/30/21	Yes
Nathan Galbreath (W/M) 230 Nandina Court Fayetteville, NC 28311 815-990-8393/570-9250	5/19	2nd	May/22 5/31/22	No

Meets 3<sup>rd</sup> Thursday of each month at 7:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Second Floor Hearing Room

Contact: Hope Ward, Planning & Inspections Department, 678-7602



## CLERK TO THE BOARD OF COMMISSIONERS

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 3, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 8/26/2019**

**SUBJECT: MID-CAROLINA AGING ADVISORY COUNCIL (1 VACANCY)**

#### **BACKGROUND**

On August 19, 2019, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Mid-Carolina Aging Advisory Council:

#### **NOMINEE(S)**

##### **Volunteers:**

**Katherine Marable** (new appointment)

I have attached the current membership list for this committee.

#### **RECOMMENDATION / PROPOSED ACTION**

**Appoint individual to fill the one (1) vacancy above.**

#### **ATTACHMENTS:**

Description

Mid Carolina Aging Advisory Council Membership Roster

Type

Backup Material



MID-CAROLINA AGING ADVISORY COUNCIL  
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Volunteers</u>				
<b>VACANT</b> (Vacated by S. Hesnard)	9/16	1 <sup>st</sup>	Sep/19 9/30/19	Yes
Willie McKoy Jr. 1632 Greenock Ave Fayetteville, NC 28304 273-2976/432-5571	8/17	2nd	Aug/20 8/31/20	No
<b>VACANT</b> (Vacated by D. Townsend)	9/16	1st	Sep/19 9/30/19	Yes
<u>Consumers</u>				
Varice Love 1315 Braybrooke Place Fayetteville, NC 28314 964-3133 <a href="mailto:lovevarice@aol.com">lovevarice@aol.com</a>	1/19	1st	Jan/22 1/31/22	Yes
Jeanette Jordan Huffam 3911 W Bent Grass Drive Fayetteville, NC 28312 <a href="mailto:jhuffam@aol.com">jhuffam@aol.com</a>	1/19	1 <sup>st</sup>	Jan/22 1/31/22	Yes
<u>Elected Official</u>				
Patricia (Pat) Edwards Town of Hope Mills Commissioner 3513 Shipstone Pl Apt 102 Hope Mills, NC 28348 910-723-9608 <a href="mailto:Hm.pat.edwards@gmail.com">Hm.pat.edwards@gmail.com</a>	1/19	1st	Jan/22 1/31/22	Yes
<u>Veterans Hospital Rep.</u>				
Audrey Yvette Kizzie 5605 Goose Creek Lane Fayetteville, NC 28304 424-4697/322-3081/475-6469 <a href="mailto:ayvette@embarqmail.com">ayvette@embarqmail.com</a>	1/19	1 <sup>st</sup>	Jan/22 1/31/22	Yes

Contact: Mid-Carolina Council of Governments (Contact: Tracy Honeycutt; Phone 323-4191 ext. 27;  
[thoneycutt@mccog.org](mailto:thoneycutt@mccog.org))

Meetings: 1<sup>st</sup> Thursday, 2:00 PM, Various Locations -Meetings are held the last month of each quarter. (March, June, September and December)