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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 118**  
**OCTOBER 7, 2019**  
**9:00 AM**

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INVOCATION - Commissioner Glenn Adams

PLEDGE OF ALLEGIANCE -

MINISTER - Rev. Fredrick Culbreth - First Baptist Church

1. APPROVAL OF AGENDA
2. PRESENTATIONS
  - A. Presentation on the Community Survey for the Public Library's Five-Year Strategic Plan
3. CONSENT AGENDA
  - A. Approval of September 16, 2019 Regular Meeting Minutes and September 18, 2019 Special Meeting with FCEDC Minutes
  - B. Approval of Sole Source Procurement of a Caterpillar D6N Dozer Undercarriage
  - C. Approval of Bid Award for Disaster Consulting Stand-by Contract
  - D. Approval of Bid Award for Disaster Debris Monitoring & Removal Stand-by Contracts
  - E. Approval to Pay Prior Year Invoices
  - F. Approval of Budget Ordinance Amendments for the October 7, 2019 Board of Commissioners' Agenda
4. ITEMS OF BUSINESS
  - A. Consideration of Hurricane Florence Hazard Mitigation Grant Award from the North Carolina Department of Public Safety and Associated Budget Ordinance Amendment #200736
  - B. Consideration of Animal Control Grant and Formal Bid Award for the Purchase of a Mobile Pet Adoption Van and Associated Budget Ordinance Amendment #200398
  - C. Consideration of Comprehensive Opioid Abuse Site-based Program Grant from the US Department of Justice and associated Budget Ordinance Amendment #B200017
  - D. Consideration of Sobriety Court Grant Award from the Governor's Highway Safety Program

- E. Consideration of Sobriety Court Grant Award from the US Department of Justice's Bureau of Justice Assistance and Associated Budget Ordinance Amendment #B200036
- F. Consideration of Cumberland County Plan for Involuntary Commitment Transportation Agreement for the Custody and Transportation of Respondents in Involuntary Proceedings

5. NOMINATIONS

- A. Library Board of Trustees (3 Vacancies)
- B. Southeastern Economic Development Commission (1 Vacancy)
- C. Adult Care Home Community Advisory Committee (5 Vacancies)
- D. Nursing Home Advisory Board (7 Vacancies)

6. APPOINTMENTS

- A. Board of Adjustment (1 Vacancy)

7. CLOSED SESSION:

- A. Economic Development Matter(s) Pursuant to NCGS 143-318.11(a)(4)

**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, OCTOBER 9, AT 7:00 PM AND FRIDAY, OCTOBER 11, AT 10:30 AM.**

**REGULAR BOARD MEETINGS:**

**October 21, 2019 (Monday) - 6:45 PM  
November 4, 2019 (Monday) - 9:00 AM  
November 18, 2019 (Monday) - 6:45 PM**

**THE MEETING VIDEO WILL BE AVAILABLE  
ATYOUTUBE.COM/CUMBERLANDCOUNTYNC**



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

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 9/30/2019**

**SUBJECT: PRESENTATION ON THE COMMUNITY SURVEY FOR THE PUBLIC  
LIBRARY'S FIVE-YEAR STRATEGIC PLAN**

**BACKGROUND**

The Cumberland County Public Library & Information Center received a \$21,080 federally funded Library Services and Technology Act grant from the State Library of North Carolina to fund a consultant who is assisting in the development of the library's five-year strategic plan. The current plan ends in 2020.

During October, the library is encouraging Cumberland County residents to complete a survey that will provide important feedback for the strategic plan. A link to the survey is posted on the library's website at [www.cumberland.lib.nc.us](http://www.cumberland.lib.nc.us) and hard copies are available at all library locations. In addition, 1,000 surveys have been mailed through a random sample.

Library Director Jody Risacher will present information about the survey and the strategic plan process.

**RECOMMENDATION / PROPOSED ACTION**

Encourage Cumberland County residents to complete the community survey to assist in the development of the library system's five-year strategic plan.

**ATTACHMENTS:**

Description

Library Strategic Plan Survey

Type

Backup Material

# Library Strategic Planning for FY21-25

This project is made possible by funding from the federal Institute of Museum and Library Services (IMLS) under the provisions of the Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the N.C. Department of Natural and Cultural Resources





# Library 5 Year Plan Steering Committee Meeting

August 28, 2019



Consultant Anthony Chow, PhD  
UNC Greensboro



# Survey Activities

- Surveys—October 1-31
- Available online
- Hard copies in libraries and 1,000 mailed
- Promotion through social media, digital signage, advertising, newspaper columns



# Planning Activities

- Compilation of data November – December
- Meetings with steering committee and staff to develop Goals/Objectives/Strategies
- Final plan is developed by May 2020



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 9/24/2019**

**SUBJECT: APPROVAL OF SOLE SOURCE PROCUREMENT OF A CATERPILLAR D6N  
DOZER UNDERCARRIAGE**

#### **BACKGROUND**

The Solid Waste Department has submitted a request for the replacement of the undercarriage for their Caterpillar D6N Dozer equipment. Funds for this purchase are available in the department's fiscal year 2020 budget.

Gregory Poole Equipment Company is the authorized Caterpillar dealer for Eastern North Carolina; therefore, they are the sole source provider for the needed part. The vendor has provided a quote in the amount of \$32,190.76.

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

Finance and Purchasing staff recommend utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (ii), as the needed part is available from only one source of supply.

#### **ATTACHMENTS:**

Description	Type
Sole Source Request Form	Backup Material
Vendor's Quote	Backup Material
Vendor's Letter	Backup Material



## Sole Source Request Form

Submit Completed Form to the Amanda Bullard, Purchasing Manager

Date: 9-24-19

Department: Solid Waste

Vendor (Full and Correct Legal Name): Gregory Poole Equipment Company

Amount Budgeted for Purchase: \$30,084.92 Original Budget (Y/N): N or Budget Revision #: \_\_\_\_\_

Grant (Y/N): N Budget Line: Org. 6254606 Object Code: 533404

Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used, etc.):

2008 Dozer D6N 11,619 hrs - grade slopes, mixes mulch, back up machine for Sub D and C & D. Typically this machine has to have the undercarriage repaired between 4000 - 5000 hrs. This will prolong the life of the machine.

Which General Statute Sole Source Standard Does this Request Meet?

☐ (1) Performance or price competition is not available. Explain Below.

☒ (2) Product is available from only one source. Explain Below.

☐ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.) Gregory Poole

CAT is the only authorized dealer for parts and service. CAT also is the only vendor that guarantees wet turn and can offer hardened rails that will last up to 1000 hours longer than anybody else.

### Required Attachments:

1. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.
2. Attach the quote submitted by the vendor for the purchase.

Recommended By: Amanda Bullard

Department Head

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By:

Amanda Bullard Date: 9-24-19

Title: Purchasing Manager

BOCC Meeting Date: 10-7-19 Deadline to Notify Vicki: \_\_\_\_\_

Deadline for Novus Entry: 9-24-19

# Gregory Poole Equipment Company

## QUOTATION

FEDERAL TAXPAYER ID# 56-0487311  
WWW.GREGORYPOOLE.COM  
910-424-4400

Gregory Poole 

PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 60457  
Charlotte, NC 28260

QUOTATION NUMBER: SVQ031631

QUOTATION DATE: 2/11/2019

QUOTE EXPIRES: 3/13/2019

### BILL TO

Cumberland County  
Solid Waste Management  
698 Ann Street  
Fayetteville, NC 28301  
USA

### SHIP TO

Cumberland County  
5633 US Highway 301 S  
Hope Mills, NC 28348  
USA

Reg# 779  
Vendor will  
honor quote  
AB  
9-24-19

SERVICE CALL	DOC DATE	INVOICE ACCOUNT	ORDER ACCOUNT	STORE	DIVISION	PAGE
SC690443	2/11/2019	C008499	C008499	Fayetteville	Heavy Construction	1 of 9
SALESMAN	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
William Harvey Scott	Ken Phillips	(910)321-6908				
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

### SC690443-01 Wash - Machine

MAKE: CAT MODEL: D6N  
GPEC ID: 200910400 CUST ID: 122  
SERIAL NO: DJA00839 SMU: 11252

### Labor

1

Quote Labor Estimate

850.00

850.00

Total Segment Parts

0.00

Total Segment Labor

850.00

Total Segment Miscellaneous

0.00

Segment Total

850.00

### SC690443-02 Remove & Install - Undercarriage

MAKE: CAT MODEL: D6N  
GPEC ID: 200910400 CUST ID: 122  
SERIAL NO: DJA00839 SMU: 11252

### Parts

2	1102976	Link A	3,859.42	7,718.83
360	6V1792	Bolt	1.67	602.82
360	1S1860	Nut	0.80	324.36

CONTINUED

CUSTOMER INITIALS

DATE

\* NO CASH DISCOUNTS  
\* NO CREDIT ALLOWED ON PARTS RETURNED UNLESS INVOICE NUMBER IS FURNISHED  
\* CLAIMS FOR SHORTAGES MUST BE MADE WITHIN TEN (10) DAYS OF INVOICE DATE  
\* RETURNS ARE SUBJECT TO HANDLING CHARGES  
\* PRODUCTS SOLD ARE HEREBY WARRANTED BY THE CONDITIONS & LIMITATIONS OF THE MANUFACTURER  
\* INVOICE DISPUTE CLAIMS MUST BE MADE WITHIN FIFTEEN (15) DAYS OF INVOICE DATE  
\* UNLESS OTHERWISE STATED ON THE SALES DOCUMENT, USED PARTS & EQUIPMENT ARE SOLD AS IS, WITHOUT WARRANTY

# Gregory Poole Equipment Company

## QUOTATION

FEDERAL TAXPAYER ID# 56-0487311  
WWW.GREGORYPOOLE.COM  
910-424-4400

Gregory Poole 

PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 60457  
Charlotte, NC 28260

QUOTATION NUMBER: SVQ031631  
QUOTATION DATE: 2/11/2019  
QUOTE EXPIRES: 3/13/2019

### BILL TO

Cumberland County  
Solid Waste Management  
698 Ann Street  
Fayetteville, NC 28301  
USA

### SHIP TO

Cumberland County  
5633 US Highway 301 S  
Hope Mills, NC 28348  
USA

SERVICE CALL	DOC DATE	INVOICE ACCOUNT	ORDER ACCOUNT	STORE	DIVISION	PAGE
SC690443	2/11/2019	C006499	C006498	Fayetteville	Heavy Construction	2 of 9
SALESMAN	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
William Harvey Scott	Ken Phillips	(910)321-6806				
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

4	1070719	Bolt	2.83	11.32
4	1061642	Bolt	2.03	8.13
78	1170615	Shoe Track	48.44	3,778.44
2	1170616	Shoe-M Track	49.93	99.86
10	618077	Segment-Spro	71.37	713.66
50	7H3607	Nut	1.03	51.43
50	2S5658	Washer	0.63	31.45
50	6V0937	Bolt	0.96	48.03
4	2047266	Track Idlr G	1,006.90	4,027.61
2	2295446	Roller Gp-Ca	173.61	347.21
6	3104915	Roller Gp-Df	314.97	1,889.81
8	3104912	Roller Gp-Sf	317.66	2,541.24
28	2239110	Cap	20.63	577.63
58	1B4367	Capscrew	2.51	140.42
58	5P8247	Washer	0.83	46.65

### Labor

1	Quote Labor Estimate	1,785.00	1,785.00
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Total Segment Parts	22,958.90
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Total Segment Labor	1,785.00
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Total Segment Miscellaneous	0.00
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Segment Total	24,743.90
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CONTINUED

CUSTOMER INITIALS

DATE

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# Gregory Poole Equipment Company

## QUOTATION

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WWW.GREGORYPOOLE.COM  
910-424-4400

Gregory Poole



PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 60457  
Charlotte, NC 28260

QUOTATION NUMBER: SVQ031631  
QUOTATION DATE: 2/11/2019  
QUOTE EXPIRES: 3/13/2019

### BILL TO

Cumberland County  
Solid Waste Management  
698 Ann Street  
Fayetteville, NC 28301  
USA

### SHIP TO

Cumberland County  
5633 US Highway 301 S  
Hope Mills, NC 28348  
USA

SERVICE CALL	DOC DATE	INVOICE ACCOUNT	ORDER ACCOUNT	STORE	DIVISION	PAGE
SC690443	2/11/2019	C006499	C006499	Fayetteville	Heavy Construction	3 of 9
SALESMAN	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
William Harvey Scott	Ken Phillips	(910)321-6906				
DESCRIPTION					UNIT PRICE	EXTENDED PRICE

### SC690443-03 Reseal - Track Adjuster

MAKE: CAT MODEL: D6N  
GPEC ID: 200910400 CUST ID: 122  
SERIAL NO: DJA00639 SMU: 11252

### Parts

2	9X4580	Seal A	286.14	572.28
2	3W2025	Ring	55.77	111.54
2	6H6734	Seal-O-Ring	4.90	9.80
2	9P8899	Bearing	137.25	274.50
2	1908609	Valve Fill	17.56	35.12
2	2S5926	Valve	9.45	18.90
2	8G4945	Seal A	35.75	71.50
2	2J6274	Seal O Ring	1.07	2.14
2	2S4078	Seal	2.07	4.14
4	8T9576EXX	TDTO 50W 100610 - Replaces - 8T9576	84.00	336.00

CONTINUED

CUSTOMER INITIALS

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# Gregory Poole Equipment Company

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WWW.GREGORYPOOLE.COM  
910-424-4400

Gregory Poole 

PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 60457  
Charlotte, NC 28260

QUOTATION NUMBER: SVQ031631

QUOTATION DATE: 2/11/2019

QUOTE EXPIRES: 3/13/2019

### BILL TO

Cumberland County  
Solid Waste Management  
698 Ann Street  
Fayetteville, NC 28301  
USA

### SHIP TO

Cumberland County  
5633 US Highway 301 S  
Hope Mills, NC 28348  
USA

SERVICE CALL	DOC DATE	INVOICE ACCOUNT	ORDER ACCOUNT	STORE	DIVISION	PAGE
SC690443	2/11/2019	C006499	C006499	Fayetteville	Heavy Construction	4 of 9
SALESMAN	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
William Harvey Scott	Ken Phillips	(910)321-6906				
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

### Labor

1

Quote Labor Estimate

1,260.00

1,260.00

Total Segment Parts

1,435.92

Total Segment Labor

1,260.00

Total Segment Miscellaneous

0.00

Segment Total

2,695.92

CONTINUED

CUSTOMER INITIALS

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# Gregory Poole Equipment Company

## QUOTATION

Gregory Poole 

FEDERAL TAXPAYER ID# 56-0487311  
WWW.GREGORYPOOLE.COM  
810-424-4400

PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 80487  
Charlotte, NC 28260

QUOTATION NUMBER: SVQ031631

QUOTATION DATE: 2/11/2019

QUOTE EXPIRES: 3/13/2019

### BILL TO

Cumberland County  
Solid Waste Management  
698 Ann Street  
Fayetteville, NC 28301  
USA

### SHIP TO

Cumberland County  
5633 US Highway 301 S  
Hope Mills, NC 28348  
USA

SERVICE CALL	DOC DATE	INVOICE ACCOUNT	ORDER ACCOUNT	STORE	DIVISION	PAGE
SC690443	2/11/2019	C008499	C008499	Fayetteville	Heavy Construction	5 of 9
SALESMAN	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
William Harvey Scott	Ken Phillips	(910)321-8906				
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

### SC690443-04 Transport - Machine

MAKE: CAT MODEL: D6N  
GPEC ID: 200910400 CUST ID: 122  
SERIAL NO: DJA00639 SMU: 11252

### Miscellaneous

1

Quote Miscellaneous Estimate

1,200.00

1,200.00

Total Segment Parts

0.00

Total Segment Labor

0.00

Total Segment Miscellaneous

1,200.00

Segment Total

1,200.00

CONTINUED

CUSTOMER INITIALS

DATE

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WWW.GREGORYPOOLE.COM  
910-424-4400

PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 60457  
Charlotte, NC 28260

QUOTATION NUMBER: SVQ031631

QUOTATION DATE: 2/11/2019

QUOTE EXPIRES: 3/13/2019

### BILL TO

Cumberland County  
Solid Waste Management  
698 Ann Street  
Fayetteville, NC 28301  
USA

### SHIP TO

Cumberland County  
5633 US Highway 301 S  
Hope Mills, NC 28348  
USA

SERVICE CALL	DOC DATE	INVOICE ACCOUNT	ORDER ACCOUNT	STORE	DIVISION	PAGE
SC690443	2/11/2019	C006499	C006499	Fayetteville	Heavy Construction	6 of 9
SALESMAN	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
William Harvey Scott	Ken Phillips	(910)321-6906				
DESCRIPTION					UNIT PRICE	EXTENDED PRICE

### SC690443-05 Remove & Install - Track Shoe

MAKE: CAT MODEL: D6N  
GPEC ID: 200910400 CUST ID: 122  
SERIAL NO: DJA00639 SMU: 11252

### Labor

1

Quote Labor Estimate

	595.00	595.00
Total Segment Parts		0.00
Total Segment Labor		595.00
Total Segment Miscellaneous		0.00
Segment Total		595.00

CONTINUED

CUSTOMER INITIALS

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**Gregory Poole  
Equipment Company**

**QUOTATION**

FEDERAL TAXPAYER ID# 56-0487311  
WWW.GREGORYPOOLE.COM  
910-424-4400

**Gregory Poole** 

PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 80457  
Charlotte, NC 28260

QUOTATION NUMBER: SVQ031631  
QUOTATION DATE: 2/11/2019  
QUOTE EXPIRES: 3/13/2019

**BILL TO**

Cumberland County  
Solid Waste Management  
698 Ann Street  
Fayetteville, NC 28301  
USA

**SHIP TO**

Cumberland County  
5633 US Highway 301 S  
Hope Mills, NC 28348  
USA

SERVICE CALL	DOC DATE	INVOICE ACCOUNT	ORDER ACCOUNT	STORE	DIVISION	PAGE
SC680443	2/11/2019	C008499	C008499	Fayetteville	Heavy Construction	7 of 9
SALESMAN	CUSTOMER CONTACT NAME		CUSTOMER CONTACT PHONE	TERMS		
William Harvey Scott	Ken Phillips		(910)321-6906			
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Total Invoice Parts 24,394.82  
Total Invoice Labor 4,490.00  
Total Invoice Miscellaneous 1,200.00  
  
North Carolina State Tax 1,429.01  
NC Cumberland County Tax 876.93

Quote Amount	32,190.76
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CUSTOMER PURCHASE ORDER

CUSTOMER PRINTED NAME

CUSTOMER SIGNATURE

DATE

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**Caterpillar Inc.**  
100 NE Adams Street  
Peoria, IL 61629

April 24, 2019

TO: Whom It May Concern  
FM: Ann Schreifels, Governmental Sales Manager  
RE: Gregory Poole Equipment Company

This letter is to certify that Gregory Poole Equipment Company is the sole authorized dealer for all Caterpillar Inc. equipment, parts and engines in Eastern North Carolina. Gregory Poole is also authorized to provide warranty and product support for this equipment.

Thank you for your business, and please feel free to give me a call if you have any questions or need further clarifications.

Sincerely,

A handwritten signature in cursive script that reads "Ann Schreifels".

Ann Schreifels  
Governmental Sales Manager  
309-266-0471



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 9/25/2019**

**SUBJECT: APPROVAL OF BID AWARD FOR DISASTER CONSULTING STAND-BY CONTRACT**

#### **BACKGROUND**

In the event of a disaster, consulting services may be required for the management of FEMA (Federal Emergency Management Agency) reimbursement processes. Having a consultant can help to ensure the County meets all FEMA guidelines and therefore, qualifies for reimbursement of disaster related expenses. Stand-by contracts for these services are imperative to have in place as they allow the County to work with the consultant immediately following an event, rather than waiting for a bid process to be completed, as mandated by the Federal Uniform Guidance Procurement Policy for Local Governments ("Uniform Guidelines").

Proposals were solicited, received and evaluated for these services. APTIM Environmental & Infrastructure, LLC was determined to offer the best value of services and cost.

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

Finance and Purchasing staff recommend awarding RFP (Request for Proposals) 20-7-CTY II to APTIM Environmental & Infrastructure, LLC, under the Uniform Guidelines best overall value standard of award.

#### **ATTACHMENTS:**

Description	Type
Consulting Summary Sheet	Backup Material
Cost Comparison	Backup Material

20-7-CTY II Disaster Consulting Summary

	Vendor-Contractor	Avg. Score	Initial Two Years Total	5 Yr Avg.
1	APTIM	87	\$ 1,410.00	\$ 1,410.00
2	IEM	78	\$ 1,611.00	\$ 1,700.34
3	Witt O Brien	73	\$ 1,772.00	\$ 1,772.00

20-7-CTY II Disaster Consulting Cost Comparison

Vendors:	Witt O'Brien					IEM					APTIM				
Requested Positions	Initial Two Years	3rd Year Extension	4th Year Extension	5th Year Extension	Rate of Increase from first two years to 5th Year	Initial Two Years	3rd Year Extension	4th Year Extension	5th Year Extension	Rate of Increase from first two years to 5th Year	Initial Two Years	3rd Year Extension	4th Year Extension	5th Year Extension	Rate of Increase from first two years to 5th Year
	Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates		Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates		Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates	
Senior Advisor for Disaster Recovery	\$ 298.00	\$ 298.00	\$ 298.00	\$ 298.00	\$ -	\$ 165.00	\$ 169.00	\$ 173.00	\$ 177.00	\$ 12.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ -
Technical Assistance Liaison	\$ 193.00	\$ 193.00	\$ 193.00	\$ 193.00	\$ -	\$ 137.00	\$ 140.00	\$ 143.00	\$ 146.00	\$ 9.00					\$ -
Appeals Specialist	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ -	\$ 145.00	\$ 148.00	\$ 151.00	\$ 155.00	\$ 10.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ -
Debris Specialist	\$ 168.00	\$ 168.00	\$ 168.00	\$ 168.00	\$ -	\$ 122.00	\$ 125.00	\$ 128.00	\$ 131.00	\$ 9.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ -
Mitigation Specialist	\$ 193.00	\$ 193.00	\$ 193.00	\$ 193.00	\$ -	\$ 137.00	\$ 140.00	\$ 143.00	\$ 146.00	\$ 9.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ -
Disaster Recovery Specialist	\$ 178.00	\$ 178.00	\$ 178.00	\$ 178.00	\$ -	\$ 125.00	\$ 128.00	\$ 131.00	\$ 134.00	\$ 9.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ -
Project Manager	\$ 206.00	\$ 206.00	\$ 206.00	\$ 206.00	\$ -	\$ 145.00	\$ 148.00	\$ 151.00	\$ 155.00	\$ 10.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ -
<b>Totals</b>	<b>\$ 1,431.00</b>	<b>\$ 1,431.00</b>	<b>\$ 1,431.00</b>	<b>\$ 1,431.00</b>	<b>\$ -</b>	<b>\$ 976.00</b>	<b>\$ 998.00</b>	<b>\$ 1,020.00</b>	<b>\$ 1,044.00</b>	<b>\$ 68.00</b>	<b>\$ 1,075.00</b>	<b>\$ 1,075.00</b>	<b>\$ 1,075.00</b>	<b>\$ 1,075.00</b>	<b>\$ -</b>
<b>Additional Positions</b>															
Junior Mitigation Specialist	\$ 168.00	\$ 168.00	\$ 168.00	\$ 168.00	\$ -	\$ 120.00	\$ 123.00	\$ 126.00	\$ 129.00	\$ 9.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ -
Project Accountant	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ -	\$ 115.00	\$ 118.00	\$ 184.36	\$ 188.00	\$ 73.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ -
Administrative Assistant	\$ 68.00	\$ 68.00	\$ 68.00	\$ 68.00	\$ -	\$ 60.00	\$ 62.00	\$ 64.00	\$ 66.00	\$ 6.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ -
CDBG-DR-SME - Unmet Needs	NA	NA	NA	NA		\$ 175.00	\$ 179.00	\$ 183.00	\$ 187.00	\$ 12.00	NA	NA	NA	NA	
CDBG-DR SME- Eligible Activities	NA	NA	NA	NA		\$ 165.00	\$ 169.00	\$ 173.00	\$ 177.00	\$ 12.00	NA	NA	NA	NA	
<b>All Totals</b>	<b>\$ 1,772.00</b>	<b>\$ 1,772.00</b>	<b>\$ 1,772.00</b>	<b>\$ 1,772.00</b>	<b>\$ -</b>	<b>\$ 1,611.00</b>	<b>\$ 1,649.00</b>	<b>\$ 1,750.36</b>	<b>\$ 1,791.00</b>	<b>\$ 180.00</b>	<b>\$ 1,410.00</b>	<b>\$ 1,410.00</b>	<b>\$ 1,410.00</b>	<b>\$ 1,410.00</b>	<b>\$ -</b>
<b>Scores</b>	3	3	3	4	<b>13</b>	4	4	4	3	<b>15</b>	5	5	5	5	<b>20</b>
Average					\$ 1,772.00					\$ 1,700.34					\$ 1,410.00





**FINANCE OFFICE**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 9/23/2019**

**SUBJECT: APPROVAL OF BID AWARD FOR DISASTER DEBRIS MONITORING & REMOVAL STAND-BY CONTRACTS**

**BACKGROUND**

In the event of a disaster, debris monitoring and removal services are required for the management of the resulting debris. Stand-by contracts for these services are imperative to have in place as they allow the County to begin serving the community immediately following an event, rather than waiting for a bid process to be completed, as is mandated by the Federal Uniform Guidance Procurement Policy for Local Governments ("Uniform Guidelines").

Proposals were solicited, received and evaluated by subject matter experts from several departments for these services. Due to the size and complexity of disaster debris projects, the objective was to contract with a primary and secondary vendor for debris removal and a primary and secondary vendor for debris monitoring.

**RECOMMENDATION / PROPOSED ACTION**

Finance and Purchasing staff recommend awarding RFP (Request for Proposals) number 20-4-ES(II) and 20-5-ES(II) as follows, using the Uniform Guidelines best overall value standard of award:

**Debris Removal:**

Primary - Ceres Environmental Services, Inc.

Secondary - DRC Emergency Services, LLC.

**Debris Monitoring:**

Primary: Debris Tech, LLC.

Secondary: Tetra Tech, Inc.

**ATTACHMENTS:**

Description

Type

Debris Removal Bid Summary  
Debris Removal Unit Rate Comparison  
Debris Removal Labor Rate Comparison  
Debris Monitoring Summary  
Debris Monitoring Cost Comparison

Backup Material  
Backup Material  
Backup Material  
Backup Material  
Backup Material

20-5-ES II Debris Removal Summary

	<b>Vendor-Contractor</b>	<b>Avg Score</b>	<b>Hourly Rates</b>	<b>Unit Rates</b>	<b>Combined Total</b>
<b>1</b>	Ceres	91	\$ 3,071.00	\$ 3,173.97	\$ 6,244.97
<b>2</b>	DRC Emergency Services	79	\$ 3,400.00	\$ 2,508.35	\$ 5,908.35
<b>3</b>	Southern Disaster Recovery	75	\$ 2,280.00	\$ 4,026.00	\$ 6,306.00
<b>4</b>	Custom Tree Care Inc	68	\$ 3,070.00	\$ 3,263.45	\$ 6,333.45
<b>5</b>	AshBritt Environmental	67	\$ 3,807.50	\$ 4,164.95	\$ 7,972.45
<b>6</b>	Graham County Land Company	66	\$ 3,270.00	\$ 3,922.50	\$ 7,192.50
<b>7</b>	TFR Enterprises	64	\$ 3,805.00	\$ 3,884.50	\$ 7,689.50

<b>Difference between lowest cost vendor and highest score</b>	<b>\$336.62</b>
<b>Difference in points beweeet lowest cost and highest score</b>	<b>12</b>

# Debris Removal Proposal No: 20-5-ES (II)

## Schedule 1 Unit Rate Prices Comparison

Sections	Unit	DRC Emergency Services	Ceres	Custom Tree Care	TFR	Graham County Land Company	Southern Disaster Recovery	AshBritt
<b>4.1 E Collect &amp; Haul Vegetative – ROW</b>								
0 miles – 15 miles	CYD	\$ 8.95	\$ 9.18	\$ 6.85	\$ 6.00	\$ 8.00	\$ 6.90	\$ 7.75
0 miles – 15 miles	TON	\$ 62.00	\$ 100.98	\$ 69.00	\$ 90.00	\$ 75.00	\$ 65.00	\$ 112.50
15.1 miles – 30 miles	CYD	\$ 8.95	\$ 9.98	\$ 7.10	\$ 8.00	\$ 9.00	\$ 7.50	\$ 8.75
15.1 miles – 30 miles	TON	\$ 62.00	\$ 109.78	\$ 71.00	\$ 130.00	\$ 90.00	\$ 73.50	\$ 122.50
>30.1 miles	CYD	\$ 8.95	\$ 10.78	\$ 7.35	\$ 8.50	\$ 13.00	\$ 7.50	\$ 9.50
>30.1 miles	TON	\$ 62.00	\$ 118.58	\$ 74.00	\$ 135.00	\$ 130.00	\$ 73.50	\$ 130.50
<b>4.1F Collect &amp; Haul C&amp;D – ROW</b>								
0 miles – 15 miles	TON	\$ 61.95	\$ 74.77	\$ 71.00	\$ 95.00	\$ 75.00	\$ 65.00	\$ 127.50
15.1 miles – 30 miles	TON	\$ 68.95	\$ 79.32	\$ 74.00	\$ 130.00	\$ 95.00	\$ 89.00	\$ 142.50
>30.1 miles	TON	\$ 68.95	\$ 83.87	\$ 76.00	\$ 150.00	\$ 135.00	\$ 99.00	\$ 145.00
<b>4.1G Remove, Collect, &amp; Haul Vegetative – ROW/ROE</b>								
0 miles – 15 miles	CYD	\$ 9.75	\$ 11.18	\$ 6.85	\$ 7.00	\$ 9.00	\$ 6.90	\$ 8.75
0 miles – 15 miles	TON	\$ 70.00	\$ 122.98	\$ 69.00	\$ 100.00	\$ 90.00	\$ 65.00	\$ 122.50
15.1 miles – 30 miles	CYD	\$ 10.75	\$ 11.98	\$ 7.10	\$ 9.00	\$ 10.00	\$ 7.50	\$ 9.75
15.1 miles – 30 miles	TON	\$ 78.00	\$ 131.78	\$ 71.00	\$ 140.00	\$ 100.00	\$ 73.50	\$ 132.50
>30.1 miles	CYD	\$ 11.75	\$ 12.78	\$ 7.35	\$ 9.00	\$ 13.00	\$ 7.50	\$ 10.50
>30.1 miles	TON	\$ 86.00	\$ 140.58	\$ 74.00	\$ 145.00	\$ 130.00	\$ 73.50	\$ 145.00
<b>4.1G (1) Removal of Hazardous Trees</b>								
6"-12"	EACH	\$ 30.00	\$ 65.00	\$ 74.00	\$ 50.00	\$ 50.00	\$ 65.00	\$ 95.00
13"-24"	EACH	\$ 60.00	\$ 125.00	\$ 124.00	\$ 125.00	\$ 85.00	\$ 250.00	\$ 150.00
25" - 36"	EACH	\$ 100.00	\$ 185.00	\$ 194.00	\$ 175.00	\$ 175.00	\$ 370.00	\$ 225.00
36"-48"	EACH	\$ 150.00	\$ 245.00	\$ 224.00	\$ 370.00	\$ 350.00	\$ 490.00	\$ 350.00
49" and greater	EACH	\$ 220.00	\$ 295.00	\$ 294.00	\$ 490.00	\$ 800.00	\$ 600.00	\$ 475.00
<b>4.1G (1) Removal of Dangerous Hanging Limbs</b>	EACH	\$ 100.00	\$ 82.00	\$ 74.00	\$ 135.00	\$ 15.00	\$ 70.00	\$ 95.00
<b>4.1G (1) Removal of Hazardous Stumps</b>								
24" - 36"	EACH	\$ 150.00	\$ 175.00	\$ 175.00	\$ 100.00	\$ 150.00	\$ 195.00	\$ 195.00
36"-48"	EACH	\$ 200.00	\$ 225.00	\$ 225.00	\$ 200.00	\$ 250.00	\$ 285.00	\$ 225.00
48" and greater	EACH	\$ 300.00	\$ 275.00	\$ 300.00	\$ 300.00	\$ 450.00	\$ 465.00	\$ 325.00
<b>4.1H Demolish, Collect, &amp; Haul C&amp;D – ROW/ROE</b>								
0 miles – 15 miles	TON	\$ 110.00	\$ 98.98	\$ 180.00	\$ 110.00	\$ 95.00	\$ 84.00	\$ 150.00
15.1 miles – 30 miles	TON	\$ 115.00	\$ 106.32	\$ 190.00	\$ 150.00	\$ 135.00	\$ 99.00	\$ 175.00
>30.1 miles	TON	\$ 120.00	\$ 110.87	\$ 200.00	\$ 170.00	\$ 175.00	\$ 110.00	\$ 200.00
<b>4.1 I TDSR Site Management</b>	CYD	\$ 1.95	\$ 1.98	\$ 1.00	\$ 2.00	\$ 1.00	\$ 1.50	\$ 2.25
<b>4.1 J Reduction By Grinding</b>	CYD	\$ 3.45	\$ 2.15	\$ 2.40	\$ 1.50	\$ 2.50	\$ 2.45	\$ 2.00
<b>4.1 J (3) Reduction By Incineration</b>	CYD	\$ 2.25	\$ 0.44	\$ 2.00	\$ 1.00	\$ 3.00	\$ 2.00	\$ 1.75

# Debris Removal Proposal No: 20-5-ES (II)

## Schedule 1 Unit Rate Prices Comparison

Sections	Unit	DRC Emergency Services	Ceres	Custom Tree Care	TFR	Graham County Land Company	Southern Disaster Recovery	AshBritt
<b>4.1 K Haul-Out of Reduced Debris</b>								
0 miles – 15 miles	CYD	\$ 6.25	\$ 3.39	\$ 3.40	\$ 3.00	\$ 8.00	\$ 3.75	\$ 4.00
15.1 miles – 30 miles	CYD	\$ 7.25	\$ 3.99	\$ 3.90	\$ 4.00	\$ 11.00	\$ 6.50	\$ 5.00
>30.1 miles	CYD	\$ 8.25	\$ 4.99	\$ 4.15	\$ 5.00	\$ 14.00	\$ 8.00	\$ 6.50
<b>4.1 M Removal of Vessels</b>	Finer Ft.	\$ 85.00	\$ 19.00	\$ 30.00	\$ 30.00	\$ 20.00	\$ 75.00	\$ 50.00
<b>4.1 N Removal of Vehicles</b>	Per Unit	\$ 25.00	\$ 99.00	\$ 225.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ 175.00
<b>4.1 O Removal of Animal Carcasses</b>	Per Unit	\$ 25.00	\$ 19.00	\$ 45.00	\$ 50.00	\$ 1.00	\$ 20.00	\$ 10.00
<b>4.1 P Removal of Asbestos</b>	LB	\$ 10.00	\$ 3.34	\$ 1.00	\$ 0.50	\$ 50.00	\$ 3.00	\$ 12.95
<b>Total Bid Price:</b>		\$ 2,508.35	\$ 3,173.97	\$ 3,263.45	\$ 3,884.50	\$ 3,922.50	\$ 4,026.00	\$ 4,164.95

**Debris Removal Proposal No: 20-5-ES (II)**

**Schedule 2 - Hourly Equipment and Labor Rates Comparison**

<b>Equipment Type – Ref. to Section No. 4.1 D of RFP</b>	<b>Southern Disaster Recovery</b>	<b>Custom Tree Care</b>	<b>Ceres</b>	<b>Graham County Land Company</b>	<b>DRC Emergency Services</b>	<b>TFR</b>	<b>AshBritt</b>
Bobcat Loader	\$ 65.00	\$ 85.00	\$ 98.00	\$ 105.00	\$ 100.00	\$ 140.00	\$ 110.00
Bucket Truck w/Operator	\$ 95.00	\$ 145.00	\$ 188.00	\$ 150.00	\$ 225.00	\$ 190.00	\$ 205.00
Crash Truck w/Impact Attenuator	\$ 65.00	\$ 85.00	\$ 89.00	\$ 90.00	\$ 145.00	\$ 140.00	\$ 140.00
Dozer, Tracked, D5 or similar	\$ 85.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 100.00	\$ 90.00	\$ 150.00
Dozer, Tracked, D6 or similar	\$ 90.00	\$ 150.00	\$ 145.00	\$ 150.00	\$ 110.00	\$ 160.00	\$ 175.00
Dozer, Tracked, D7 or similar	\$ 100.00	\$ 165.00	\$ 152.00	\$ 165.00	\$ 115.00	\$ 190.00	\$ 185.00
Dozer, Tracked, D8 or similar	\$ 115.00	\$ 175.00	\$ 165.00	\$ 250.00	\$ 120.00	\$ 265.00	\$ 205.00
Dump Truck, 18 CY-20 CY	\$ 70.00	\$ 100.00	\$ 72.00	\$ 95.00	\$ 120.00	\$ 175.00	\$ 155.00
Dump Truck, 21 CY-30 CY	\$ 80.00	\$ 100.00	\$ 78.00	\$ 105.00	\$ 130.00	\$ 185.00	\$ 165.00
Generator and Lighting	\$ 45.00	\$ 25.00	\$ 31.00	\$ 100.00	\$ 75.00	\$ 60.00	\$ 12.50
Grader w/12' Blade	\$ 85.00	\$ 130.00	\$ 145.00	\$ 150.00	\$ 100.00	\$ 130.00	\$ 160.00
Hydraulic Excavator, 1.5 CY	\$ 120.00	\$ 130.00	\$ 155.00	\$ 125.00	\$ 115.00	\$ 175.00	\$ 160.00
Hydraulic Excavator, 2.5 CY	\$ 130.00	\$ 135.00	\$ 165.00	\$ 150.00	\$ 120.00	\$ 185.00	\$ 170.00
Knuckleboom Loader	\$ 125.00	\$ 185.00	\$ 178.00	\$ 140.00	\$ 225.00	\$ 275.00	\$ 265.00
Lowboy Trailer w/Tractor	\$ 125.00	\$ 115.00	\$ 104.00	\$ 150.00	\$ 100.00	\$ 110.00	\$ 85.00
Mobile Crane (Adequate for hanging limbs/leaning trees)	\$ 135.00	\$ 225.00	\$ 194.00	\$ 300.00	\$ 225.00	\$ 250.00	\$ 225.00
Pickup Truck, .5 Ton	\$ 25.00	\$ 55.00	\$ 24.00	\$ 20.00	\$ 40.00	\$ 10.00	\$ 12.50
Truck, Flatbed	\$ 65.00	\$ 70.00	\$ 72.00	\$ 30.00	\$ 85.00	\$ 30.00	\$ 17.50
Water Truck	\$ 65.00	\$ 70.00	\$ 84.00	\$ 95.00	\$ 85.00	\$ 90.00	\$ 110.00
Wheel Loader, 2.5 CY, 950 or similar	\$ 85.00	\$ 130.00	\$ 124.00	\$ 95.00	\$ 180.00	\$ 165.00	\$ 175.00
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	\$ 90.00	\$ 135.00	\$ 138.00	\$ 105.00	\$ 190.00	\$ 175.00	\$ 195.00
Wheel Loader, 4.5 CY, 980 or similar	\$ 100.00	\$ 135.00	\$ 148.00	\$ 125.00	\$ 200.00	\$ 185.00	\$ 205.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	\$ 85.00	\$ 100.00	\$ 112.00	\$ 110.00	\$ 180.00	\$ 135.00	\$ 120.00
Other – Please List	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Labor Category - Hourly Rates</b>							
Operations Manager w/Cell Phone and Pickup	\$ 70.00	\$ 75.00	\$ 72.00	\$ 85.00	\$ 75.00	\$ 60.00	\$ 120.00
Crew Foreman w/Cell Phone and Pickup	\$ 65.00	\$ 55.00	\$ 65.00	\$ 80.00	\$ 70.00	\$ 50.00	\$ 70.00
Tree Climber/Chainsaw	\$ 45.00	\$ 75.00	\$ 52.00	\$ 65.00	\$ 80.00	\$ 90.00	\$ 105.00
Laborer w/Chain Saw	\$ 30.00	\$ 45.00	\$ 47.00	\$ 55.00	\$ 45.00	\$ 55.00	\$ 60.00
Laborer w/small tools, traffic control, flag person	\$ 25.00	\$ 40.00	\$ 39.00	\$ 45.00	\$ 45.00	\$ 40.00	\$ 50.00
<b>Total Bid Price</b>	<b>\$ 2,280.00</b>	<b>\$ 3,070.00</b>	<b>\$ 3,071.00</b>	<b>\$ 3,270.00</b>	<b>\$3,400.00</b>	<b>\$ 3,805.00</b>	<b>\$ 3,807.50</b>

20-4-ES II Debris Monitoring Summary

	<b>Vendor- Contractor</b>	<b>Avg. Score</b>	<b>Initial Two Years Total</b>	<b>Five Year Average</b>
1	Debris Tech	82	\$ 336.00	\$ 351.00
2	Tetra Tech	79	\$ 498.00	\$ 498.00
3	Thompson Consulting	77	\$ 514.00	\$ 525.24
4	Witt O'Brien	77	\$ 724.00	\$ 724.00

20-4-ES Debris Monitoring Cost Comparison

Vendors:		Debris Tech LLC					Tetra Tech					Thompson Consulting					Witt O Brien					
Positions	Initial Two Years	3rd Year Extension	4th Year Extension	5th Year Extension	Rate of Increase from first two years to 5th Year	Initial Two Years	3rd Year Extension	4th Year Extension	5th Year Extension	Rate of Increase from first two years to 5th Year	Initial Two Years	3rd Year Extension	4th Year Extension	5th Year Extension	Rate of Increase from first two years to 5th Year	Initial Two Years	3rd Year Extension	4th Year Extension	5th Year Extension	Rate of Increase from first two years to 5th Year		
	Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates		Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates		Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates		Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates		Hourly Rates	Hourly Rates
Project Manager	\$67.00	\$77.00	\$77.00	\$77.00	\$10.00	\$75.00	\$75.00	*Subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)			N/A	\$89.00	\$90.11	\$91.24	\$92.38	\$3.38	\$90.00	\$90.00	\$90.00	\$90.00	\$-	
Operations Manager	\$57.00	\$67.00	\$67.00	\$67.00	\$10.00	\$56.00	\$56.00				N/A	\$82.50	\$83.53	\$84.58	\$85.63	\$3.13	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$-
Schedule/Expeditors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-	\$-				N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$-	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$-
GIS Analyst	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.00	\$48.00				N/A	\$55.00	\$55.69	\$56.38	\$57.09	\$2.09	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$-
Field Supervisors	\$47.00	\$47.00	\$47.00	\$47.00	\$0.00	\$45.00	\$45.00				N/A	\$49.00	\$49.61	\$50.23	\$57.09	\$8.09	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$-
Debris Site/Tower Monitors	\$34.00	\$34.00	\$34.00	\$34.00	\$0.00	\$34.00	\$34.00				N/A	\$32.00	\$32.40	\$32.81	\$33.22	\$1.22	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00	\$-
Environmental Specialist	\$65.00	\$65.00	\$65.00	\$65.00	\$0.00	\$45.00	\$45.00				N/A	\$55.00	\$55.69	\$56.38	\$57.09	\$2.09	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$-
Project Inspectors Citizen Drop off Site Monitors	\$32.00	\$32.00	\$32.00	\$32.00	\$0.00	\$28.00	\$28.00				N/A	\$32.00	\$32.40	\$32.81	\$33.22	\$1.22	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00	\$-
Load Ticket Data Entry Clerks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-	\$-				N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$-	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$-
Billing/Invoicing Analyst	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$45.00				N/A	\$55.00	\$55.69	\$56.38	\$57.09	\$2.09	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$-
Admin. Assistants	\$34.00	\$34.00	\$34.00	\$34.00	\$0.00	\$28.00	\$28.00	N/A	\$28.00	\$28.35	\$28.70	\$29.06	\$1.06	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$-			
Field Coordinators (crew monitors)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.00	\$34.00	N/A	\$34.00	\$34.43	\$34.86	\$35.29	\$1.29	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00	\$-			
Additional Positions:																						
Other: Data manager	N/A	N/A	N/A	N/A		\$60.00	\$60.00	\$-	\$-	\$-	N/A	N/A	N/A	N/A	N/A	\$72.00	\$72.00	\$72.00	\$72.00	\$-		
Other: Automated Debris Management System	N/A	N/A	N/A	N/A		N/A	N/A	\$-	\$-		\$2.50	\$2.50	\$2.50	\$2.50	\$-	N/A	N/A	N/A	N/A			
Totals	\$336.00	\$356.00	\$356.00	\$356.00	\$20.00	\$498.00	\$498.00	\$0.00	\$0.00	\$0.00	\$514.00	\$520.40	\$526.87	\$539.66	\$25.66	\$724.00	\$724.00	\$724.00	\$724.00	\$0.00		
Score	5	5	5	5	20	4	4	0	0	8	3	3	4	4	14	2	2	3	3	10		
5 Year Average					\$351.00					\$498.00					\$525.24					\$724.00		





## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 9/25/2019**

**SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES**

#### **BACKGROUND**

There is a period of time after June 30th of fiscal year-end in which transactions of the prior fiscal year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required for payment. The following departmental invoices meet that criteria:

Community Development

Vendor: Belflex Staffing Network (5 invoices)

Invoice Dates: Range between 3/17/19-6/30/19

Total amount: \$1,272.40

Sheriff's Office

Vendor: Southern Health Partners

Invoice Date: 8/31/2019 (for services rendered from Jan-Apr 2019)

Amount: \$1,759.36

Staff have verified these invoices have not been paid. There are sufficient funds within the fiscal year 2020 departmental budgets to cover these expenditures.

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

Management is requesting approval to pay prior year invoices for Community Development and the Sheriff's Office totaling \$3,031.76.

#### **ATTACHMENTS:**

**Description**

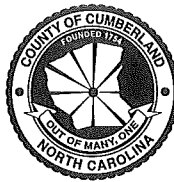
Community Development memo

Sheriff's Office memo

**Type**

Backup Material



Backup Material



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**COMMUNITY DEVELOPMENT**

**Memorandum**

**TO:** Vicki Evans, Finance Director  
**FROM:** Delores Taylor, Community Development Director   
**CC:** Rayshonia Manuel, Business Manager 1   
**DATE:** 9/25/2019  
**RE:** Request to pay FY19 Invoices-Belfex Staffing Network

The Community Development Department is requesting to pay fiscal year 19 invoices for Belfex Staffing Network. Five invoices are outstanding with a total amount of \$1,272.40 as follows:

Invoice #	Invoice Date	\$ Amount
94734_3	3/17/2019	\$ 208.00
98229_3	5/26/2019	\$ 52.00
2003021	6/30/2019	\$ 208.00
2002283	6/23/2019	\$ 104.00
2003029	6/30/2019	\$ 700.40

The Community Development Department pays temporary staffing costs for the Human Relations Department as part of the Memorandum of Understanding with City of Fayetteville. The Community Development Department did not receive the invoices for this staff person/position because the invoices were sent to the wrong department.

This will not have a significant impact on Community Developments FY20 budget and there is enough funding available in the current budget to cover these expenditures. This payment does not require a budget revision.

In the future, we will review all open purchase orders and conduct an account audit with the temporary staffing vendors to ensure that all invoices are paid before fiscal year end.

Thank you.



**Cumberland County  
SHERIFF'S OFFICE**  
Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

**MEMORANDUM**

TO: VICKI EVANS, FINANCE DIRECTOR  
FROM: LISA BLAUSER, SHERIFF'S OFFICE BUSINESS MANAGER *L. Blausen*  
DATE: SEPTEMBER 25, 2019  
SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICE FOR DETENTION CENTER

We are requesting payment of a prior year invoice to Southern Health Partners for Cost Share expenses/outside medical care for inmates for the period of January, 2018 to April, 2019 in the amount of \$1,759.36 (Invoice OCP14156 dated 8/31/19). This invoice was received September 25, 2019. We have verified the invoiced services were provided and sufficient funds exist within the FY 20 Jail Health budget (1014306-533311) for payment of this invoice.

Southern Health Partners coordinates the medical care for inmates, which sometimes requires services to be performed by outside providers. These providers bill Southern Health Partners at various times and Southern Health Partners reviews all invoices for contracted rates, insurance reimbursements, etc, and sometimes negotiate with the providers before a final bill is received. They then in turn bill us for our portion of such costs. This sometimes leads to receiving these invoices many months after the services have been performed. Southern Health Partners did not have the billing data in a sufficient time to invoice us prior to our year end cutoffs.



## **BUDGET DIVISION**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/2/2019**

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE  
OCTOBER 7, 2019 BOARD OF COMMISSIONERS' AGENDA**

#### **BACKGROUND**

##### **School Fund 106/Capital Investment Fund 107**

##### **1) School Capital Outlay Lottery Fund and Capital Investment Fund - Budget Ordinance Amendment B200001 to recognize school lottery funds in the amount of \$812 for the school debt**

The Board is requested to approve Budget Ordinance Amendment B200001 in the amount of \$812. This revision transfers lottery funds from the school capital outlay fund to the capital investment fund to pay school debt service. The interest component of this school debt receives a federal rebate which reduces the amount of interest owed. This year, the rebate was less than anticipated resulting in the need to use additional lottery dollars to pay the interest.

Please note this amendment requires no additional county funds.

##### **Capital Investment Fund 107/Crown Debt Service Fund 602**

##### **2) Debt Service Capital Investment Fund and Crown Fund - Budget Ordinance Amendment B200002 to recognize bond proceeds in the amount of \$34,215,014**

The Board is requested to approve Budget Ordinance Amendment B200002 to recognize bond proceeds in the amount of \$12,904,860 in the Capital Investment Fund and \$21,310,154 in the Crown Fund. This action reflects the refunding of the 2019 Limited Obligation Bonds scheduled to close on October 15, 2019. The proceeds will be used to refund the remaining maturities of the 2009B refunding COPS (Certificate of

Participation and 2017 CIP (Capital Improvement Plan) draw program. A public hearing was held on September 3, 2019 during the Cumberland County Board of Commissioners' meeting regarding this item.

Please note this amendment requires no additional county funds.

**RECOMMENDATION / PROPOSED ACTION**

Approve Budget Ordinance Amendments





## **EMERGENCY SERVICES DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR**

**DATE: 9/24/2019**

**SUBJECT: CONSIDERATION OF HURRICANE FLORENCE HAZARD MITIGATION  
GRANT AWARD FROM THE NORTH CAROLINA DEPARTMENT OF  
PUBLIC SAFETY AND ASSOCIATED BUDGET ORDINANCE AMENDMENT  
#200736**

#### **BACKGROUND**

Cumberland County has received notification from the North Carolina Department of Public Safety that two properties have been selected for buyout through the Hazard Mitigation Grant Program's expedited acquisition project. These mitigation actions will help us meet our goal of becoming more resilient from future storm events. The goal of the expedited acquisition project is to remove vulnerable properties from the Special Flood Hazard Area as quickly as possible. Each of the selected properties was severely impacted by Hurricane Florence. Upon completion of the buyout process, the deed for each property will be signed over to Cumberland County and land use will be restricted to the conservation of natural floodplain functions.

This funding agreement will remain in effect until September 13, 2022 and may be extended by mutual written agreement of both parties.

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

Staff recommends approval of Budget Ordinance Amendment B200736 to recognize grant funds in the amount of \$177,182.00 and acceptance of grant award from North Carolina Department of Public Safety- Disaster Recovery Act 2017 Funding.

#### **ATTACHMENTS:**

Description

DR 4393 Hazard Mitigation Grant Award

Type

Backup Material

**PROJECT: 4393-0007-R**  
**COST CENTER: 2D530078**  
**CFDA: 97.039**

**NORTH CAROLINA  
HAZARD MITIGATION GRANT PROGRAM  
GRANT AGREEMENT**

**THIS HAZARD MITIGATION GRANT PROGRAM (HMGP) AGREEMENT** (the Agreement) is entered into by and between the **State of North Carolina, Department of Public Safety, Division of Emergency Management, Raleigh, North Carolina** (hereinafter referred to as the "AGENCY/ GRANTEE"), and **Cumberland County, North Carolina** (hereinafter referred to as the "RECIPIENT/ SUBGRANTEE").

WHEREAS, Hurricane Florence produced disastrous weather conditions which had a devastating impact upon parts of North Carolina; and

WHEREAS, the severity of the damage loss resulted in the declaration of a disaster and/or emergency by the Governor; and

WHEREAS, The President of the United States has concurred and has declared an emergency or a major disaster designated DR 4393; and

WHEREAS, the Federal Emergency Management Agency (FEMA), as a result of the Presidential Declaration, has made available federal funds for hazard mitigation grants; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. §166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

**(1) SCOPE OF WORK**

The RECIPIENT/SUBGRANTEE shall fully perform the approved Hazard Mitigation Grant Program (HMGP) project, as described in the approved FEMA application as described in Attachment A, in accordance with the approved scope of work in the approved FEMA application, the estimate of costs indicated in the



approved FEMA application, and the terms and conditions of this Agreement. RECIPIENT/ SUBGRANTEE shall not deviate from the approved project and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project. The project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

**(2) FUNDING AND INSURANCE**

The AGENCY/GRANTEE shall provide Hazard Mitigation Grant Program funds for costs incurred in performing the project identified in the approved FEMA application as identified in Attachment A as follows:

**A. Acquisition**

<u>Total Number of Structure(s)</u>		<u>Total Hard Costs</u>
2		0.00
<u>Soft Costs/unit</u>	<u>Total Units</u>	<u>Total Soft Costs</u>
\$88,591.00	2	\$177,182.00
Total Estimated Project Costs		<u>\$177,182.00</u>

**B. Funding Sources**

1. Estimated Federal Share for: 4393-0007-R	\$132,886.50
2. Estimated Local Share for: 4393-0007-R	\$0
3. Estimated State Share for: 4393-0007-R	\$44,295.50
4. Federal Share of Recipient/Subgrantee Administrative Cost for: 4393-0007-R	\$0
5. State Share of Recipient/Subgrantee Administrative Cost for: 4393-0007-R	\$0

**TOTAL FOR: 4393-0007-R** **\$177,182.00**

The RECIPIENT/SUBGRANTEE shall utilize the forms entitled "Request for Advance" and "Cost Report" to obtain funds under this agreement. RECIPIENT/ SUBGRANTEE shall not receive funds under this agreement if it does not submit Cost Report or Request For Advance forms. To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation

Specialist. As per Paragraph 12(c) of this Agreement, if RECIPIENT/ SUBGRANTEE designates different representatives or designated agents, RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

To receive funds under this agreement, the Designated Agent shall sign the Cost Report or Request for Advance Form. These forms are hereby incorporated into this Agreement by reference. Following full execution of this Agreement, the Fiscal Section of the Department of Public Safety will forward the Cost Report to the RECIPIENT/ SUBGRANTEE. RECIPIENT/ SUBGRANTEE shall complete the Cost Report and attach appropriate invoices or other appropriate documentation and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. AGENCY/ GRANTEE will reimburse RECIPIENT/ SUBGRANTEE for eligible costs in increments of Five Hundred Dollars (\$500.00) or greater.

The final payment of funds will be made only after project completion, submission of all required documentation, final inspection, and a request for final reimbursement.

RECIPIENT/SUBGRANTEE agrees, as a condition of receipt of funding pursuant to this Agreement, to obtain reasonably available, adequate, and necessary insurance for the type or types of hazard for which the major disaster was declared, in accordance with the requirements of 44 C.F.R. 206 subpart I and 2 C.F.R. Part 200.

The budget for this acquisition/demolition project is divided as follows: HMGP (404) funds are for the soft cost line items outlined on the Project Development spreadsheet. Soft costs include buying the properties, first and third appraisals, title work, recording fees, pre-mitigation surveys, legal and closing costs. The Pre-Event Fair Market Value varies by structure. These soft cost amounts are listed in the budget detail of the project application. On the spreadsheet, the hard cost line items are included to make determinations regarding cost effectiveness, however, these costs are going to be funded by Public Assistance 407. These hard cost amounts are listed in the budget detail of the project application. The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

**(3) DUPLICATION OF BENEFITS PROHIBITION**

In accordance with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. The RECIPIENT/ SUBGRANTEE shall notify the AGENCY/GRANTEE, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application, and of any

entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds, and other Federal, State and private funding. Allowable costs shall be reduced by the amount of duplicate sources available. The RECIPIENT/ SUBGRANTEE shall be liable to the AGENCY/GRANTEE to the extent that the RECIPIENT/ SUBGRANTEE receives duplicate benefits from any other source for the same purposes for which the RECIPIENT/ SUBGRANTEE has received payment from the AGENCY/GRANTEE.

The RECIPIENT/SUBGRANTEE shall immediately remit to the AGENCY/ GRANTEE any duplication of benefits payment received by the RECIPIENT/ SUBGRANTEE. In the event the AGENCY/ GRANTEE determines a duplication of benefits has occurred RECIPIENT/SUBGRANTEE hereby authorizes the Controller of the Department of Public Safety to offset action against any other available funding due the RECIPIENT/SUBGRANTEE. In addition, RECIPIENT/SUBGRANTEE shall ensure, as a condition of funding under this Agreement, that all required Privacy Act releases and Duplication of Benefit paperwork is completed.

**(4) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

Both the RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to, those identified in Attachments B, C, and D.

**(5) PERIOD OF AGREEMENT**

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. The termination date is **September 13, 2022** unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (11), (13) or (17).

**(6) MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

**(7) RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT**

- (a) If applicable, RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 2 C.F.R. Part 20, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards," Subpart B, "General Provisions".

- (b) If applicable, all financial and programmatic records, supporting documents statistical records and other records of RECIPIENT/SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200 and NCAC Part 3M. All original records pertinent to this Agreement shall be retained by the RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report, whichever is later, with the following exceptions:
  - If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
- (c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and other applicable laws and regulations.
- (d) The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

## **(8) REPORTS**

- (a) The RECIPIENT/SUBGRANTEE shall provide monthly progress reports to the AGENCY/GRANTEE, using the Progress Report Form. Reports are due by the tenth of the following month. Reports shall indicate the status and completion date for each project funded, any problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Interim inspections shall be scheduled by the RECIPIENT/SUBGRANTEE prior to the final inspection and may be requested by the AGENCY/GRANTEE based on information supplied in the progress reports.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports requested by the AGENCY/GRANTEE. The AGENCY/GRANTEE contact will be the Division of Emergency Management

Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

- (b) RECIPIENT/SUBGRANTEE shall provide the AGENCY/ GRANTEE with a close-out report on forms provided by the AGENCY/GRANTEE. The close-out report is due no later than forty-five (45) days after termination of this Agreement or upon completion of the activities contained in this Agreement.
- (c) If all required reports and copies are not sent to the AGENCY/ GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/ GRANTEE may withhold further payments until they are completed or may take such other action as set forth in paragraph (11). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/ SUBGRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/ GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work, Attachment A.
- (d) Upon request by the AGENCY/GRANTEE, the RECIPIENT/ SUBGRANTEE shall provide such additional program updates or information as may be required by the AGENCY/GRANTEE.

**(9) MONITORING**

The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement and incorporated by reference herein.

**(10) LIABILITY**

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.
- (c) RECIPIENT/SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

**(11) DEFAULT: REMEDIES: TERMINATION**

- (a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/ GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
  - 1. If any warranty or representation made by the RECIPIENT/ SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/ GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
  - 2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/ SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;

3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;
  4. If the RECIPIENT/SUBGRANTEE has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as "Attachment A".
  5. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C.General Assembly, or the Office of State Budget and Management.
- (b) Upon the happening of an Event of Default, then the AGENCY/GRANTEE may, at its option, upon written notice to the RECIPIENT/SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the RECIPIENT/ SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;
  2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
  3. Withhold or suspend payment of all or any part of a request for payment;
  4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.

- (d) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

**(12) NOTICE AND CONTACT**

- (a) All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this Agreement.
- (b) The name and address of the AGENCY/GRANTEE contract manager for this Agreement is:

**Hazard Mitigation Grants Manager  
NCEM Hazard Mitigation Branch  
Department of Public Safety  
Division of Emergency Management  
4105 Reedy Creek Road  
Raleigh, NC 27607**

- (c) The name and address of the Representative of the RECIPIENT/SUBGRANTEE (Designated Agent) responsible for the administration of this Agreement is:

**Mailing Address:  
William Tracy Jackson  
Assistant County Manager  
P.O. Box 1829  
Fayetteville, NC 28301**



**Overnight Address:**  
**William Tracy Jackson**  
**Assistant County Manager**  
**117 Dick Street**  
**Fayetteville, NC 28301**

In the event that different representatives (designated agents) are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative (new designated agent) will be rendered as provided in (12)(a) above. To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. To receive funds under this agreement, the Designated Agent shall sign the Cost Report or Request for Advance Form.

**(13) OTHER PROVISIONS**

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.
- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/ GRANTEE for any further or subsequent default by the RECIPIENT/ SUBGRANTEE. Any

power of approval or disapproval granted to the AGENCY/ GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

**(14) AUDIT REQUIREMENTS**

- (a) If applicable, RECIPIENT/SUBGRANTEE shall provide the following completed documentation to the AGENCY/GRANTEE:

- Designation of Applicant's Agent;
- State-Applicant Disaster Assistance Agreement;
- Private Non-Profit Organization Certification (if required);
- Summary of Documentation Form itemizing actual costs expended for large project payment requests;
- Monthly Progress Reports;
- Hard copies of Single Audit Reports within 60 days of close of fiscal year.

If the RECIPIENT/SUBGRANTEE fails to provide any of the documentation discussed or requested in this Agreement, the AGENCY/ GRANTEE will be under no obligation to reimburse the RECIPIENT/ SUBGRANTEE for eligible expenses.

- (b) The RECIPIENT /SUBGRANTEE agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT/ SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et.seq., 44 C.F.R. Part 14, , OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," for awards prior to December 26, 2014, 2 C.F.R. Part 200 and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 C.F.R. 200.338, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.
- (c) These records shall be available at all reasonable times for inspection, review, or audit by the N.C. State Auditor and other personnel duly authorized by the AGENCY/GRANTEE. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday.

- (d) The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (e) The RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE and the Office of the State Auditor with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE's response to all findings, including corrective actions to be taken.
- (f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.
- (g) The RECIPIENT/SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

**(15) SUBCONTRACTS**

- (a) If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.
- (b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract.
- (d) Contractual arrangement shall in no way relieve the RECIPIENT/

SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

**(16) TERMS AND CONDITIONS**

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

**(17) STANDARD CONDITIONS**

The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions:

- (a) The State of North Carolina's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.
- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.

Upon FEMA approval, there will be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the RECIPIENT/SUBGRANTEE.

- (c) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes and made or received by the Contractor/RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

**(18) ATTACHMENTS**

- (a) All attachments to this Agreement are incorporated as if set out fully herein.
- (b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

- (c) This Agreement includes the following attachments or documents incorporated by reference as if fully set out herein:

- |    |              |   |
|----|--------------|---|
| 1. | Attachment A | Approved Project Budget & Scope of Work |
| 2. | Attachment B | Program Statutes and Regulations        |
| 3. | Attachment C | Lobbying Prohibition/Certification      |
| 4. | Attachment D | Statement of Assurances                 |
| 5. | Attachment E | Special Conditions                      |

**(19) FUNDING/CONSIDERATION**

- (a) Any advance payment under this Agreement is subject to the approval of the AGENCY/GRANTEE. The amount which may be advanced may not exceed the expected cash needs of the RECIPIENT/SUBGRANTEE for a three-day period for the specific project. For a federally funded contract, any advance payment is also subject to 44 C.F.R. Part 13, Federal OMB Circulars, A-110, A-122 and the Cash Management Improvement Act of 1990 for awards prior to December 26, 2014 and 2 C.F.R. Part 200. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted to the Division of Emergency Management Contract Manager using the Cost Report and Request for Advance Form. RECIPIENT/ SUBGRANTEE shall specify the amount of advance payment needed, project number and provide an explanation of the necessity for and proposed use of these funds.
- (b) All funds shall be requested using the appropriate forms that are provided by the AGENCY/GRANTEE.

**(20) STATE LOBBYING PROHIBITION**

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department.  
Refer to Attachment C for additional terms and provisions relating to lobbying.

**(21) LEGAL AUTHORIZATION**

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind

RECIPIENT/SUBGRANTEE to the terms of this Agreement.

**(22) ASSURANCES**

The RECIPIENT/SUBGRANTEE shall execute and comply with the Statement of Assurances incorporated as Attachment D.

**(23) SPECIAL CONDITIONS**

- (a) The RECIPIENT/SUBGRANTEE shall comply with the special conditions set forth in Attachment E, attached hereto and incorporated by this reference.
- (b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment E or the program statutes and regulations in Attachments B and D of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

**(24) HAZARD MITIGATION PLAN**

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/SUBGRANTEE shall complete and adopt an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer within three hundred and sixty-five (365) calendar days following execution of this Agreement. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019. 9/16/2019 | 17:15:53 PM EDT

CONTRACTING AGENCY  
DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

\_\_\_\_\_

DocuSigned by:  
BY: Michael A. Sprayberry  
MICHAEL A. SPRAYBERRY, DIRECTOR  
DIVISION OF EMERGENCY MANAGEMENT  
DATE 9/13/2019 | 19:20:45 PM EDT

WITNESS:

\_\_\_\_\_

DocuSigned by:  
BY: Cassandra Hoekstra  
CASANDRA S. HOEKSTRA  
CHIEF DEPUTY SECRETARY ADMINISTRATION  
DEPARTMENT OF PUBLIC SAFETY  
DATE 9/16/2019 | 17:15:53 PM EDT

WITNESS:

\_\_\_\_\_

DocuSigned by:  
BY: Tracy Jackson  
WILLIAM TRACY JACKSON  
ASSISTANT COUNTY MANGER  
FEDERAL EMPLOYER LD. # 56-6000241  
DATE 9/13/2019 | 17:00:38 PM EDT

APPROVED AS TO PROCEDURES:

DocuSigned by:  
BY: James Cherokee  
JAMES J. CHEROKE, CONTROLLER  
DEPARTMENT OF PUBLIC SAFETY  
DATE 9/10/2019 | 12:58:31 PM EDT

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY, ADMINISTRATION OF DEPARTMENT OF PUBLIC SAFETY.

JOSH STEIN  
ATTORNEY GENERAL OF NORTH CAROLINA

DocuSigned by:  
BY: Cheryl A. Perry  
ASSISTANT ATTORNEY GENERAL

**A-1**  
**ATTACHMENT A**

**BUDGET AND SCOPE OF WORK**

RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (Project # 4393-0010-R). That Application is hereby incorporated by reference into this Agreement. The AGENCY/GRANTEE shall reimburse eligible costs according to the following expenditures:

I. Hazard Mitigation Grant Program Funds:

**A. Acquisition**

Total Number of Structure(s)	Total Hard Costs
2	0.00

Soft Costs/unit	Total Units	Total Soft Costs
\$88,591.00	2	\$177,182.00

Total Estimated Project Costs	\$177,182.00
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**B. Funding Sources**

1. Estimated Federal Share for: 4393-0007-R	\$132,886.50
2. Estimated Local Share for: 4393-0007-R	\$0
3. Estimated State Share for: 4393-0007-R	\$44,295.50
4. Federal Share of Recipient/Subgrantee Administrative Cost for: 4393-0007-R	\$0
5. State Share of Recipient/Subgrantee Administrative Cost for: 4393-0007-R	\$0

<b>TOTAL FOR: 4393-0007-R</b>	<b>\$177,182.00</b>
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The budget for this acquisition/demolition project is divided as follows: HMGP (404) funds are for the soft cost line items outlined on the Project Development spreadsheet. Soft costs include buying the properties, first and third appraisals, title work, recording fees, pre-mitigation surveys, legal and closing costs. The Pre-Event Fair Market Value varies by structure. These soft cost amounts are listed in the budget detail of the project application. On the spreadsheet, the hard cost line items are included to make determinations regarding cost effectiveness, however, these costs are going to be funded by Public Assistance 407. These hard cost amounts are listed in the budget detail of the project application. The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.



**A-2****II. Scope of Work Summary**

Cumberland County proposes to acquire and demolish two (2) residential structures located in the Special Flood Hazard Area and deemed substantially damaged during Hurricane Florence. The structures will be demolished, including complete removal of the existing foundations. If the complete removal is not possible then the existing foundations will be taken down to a depth of approximately 2 to 3 feet below the soil surface and adequately drilled to allow for drainage.

Per the application, demolition and the debris removal will be funded by the Public Assistance Program. The demolition of the structures will require fine grading only. Ground disturbance will be limited to the immediate area of the demolished properties, and the staging area will be located within the footprint of the existing property boundaries. Debris will be removed, and the properties will initially be stabilized with clean soils, graded, and seeded to prevent erosion. Demolition and debris removal will be completed within two (2) years of the declaration date or September 14, 2020, as required by 44 CFR part 206.224(a)(4). The deeds to the properties will be transferred to New Hanover County with the restrictions imposed for the sites to remain as open space in perpetuity as defined in 44CFR Section 206.434 €. The County will perform all maintenance on the parcels as required.

In accordance with 44 CFR 80.19 (d) Monitoring and Reporting, every three (3) years the subrecipient through the Recipient, shall submit to the FEMA Regional Administrator a report certifying that the subrecipient has inspected the property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of 44 CFR Part 80, the property conveyance and the grant award.

<b>Latitude</b>	<b>Longitude</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
34.89603421	-78.81092833	2526 Kansas Ct.	Fayetteville	NC	28301
34.89807648	-78.80739325	2808 Chimney Brook Rd	Fayetteville	NC	28312

**B-1**  
**ATTACHMENT B**

**PROGRAM STATUTES AND REGULATIONS**

This Agreement, the North Carolina Legislature and the Hazard Mitigation Grant Program grants are governed by the following statutes, regulations, procedures and policies:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et. seq.;
- (2) 44 C.F.R. parts 7, 9, 10, 18, 25, 206, 209, 220, 2 C.F.R. Part 200 and any other applicable FEMA policy memoranda and guidance documents;
- (3) Chapter 166A of the N.C. General Statutes, N.C.G.S. § 166A-19.1 et. seq., “The N.C. Emergency Management Act”;
- (4) State of North Carolina Administrative Plan for the Hazard Mitigation Grant Program and policies and procedures of the N.C. Division of Emergency Management;
- (5) All applicable laws and regulations delineated in Attachments D&E of this Agreement;
- (6) All applicable laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the work performance under this Agreement, including those of federal, state and local agencies having appropriate jurisdiction.

## ATTACHMENT C

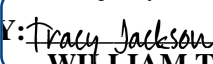
### LOBBYING PROHIBITION

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

- (a) 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 either directly or indirectly an officer or employee of any state or federal agency, a member of the N.C. Legislature, 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.
- (b) 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.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUB-RECIPIENT/SUBGRANTEES shall certify and disclose accordingly.

This certification is a material representative 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.

### RECIPIENT/SUBGRANTEE

DocuSigned by:  
**BY:**   
 WILLIAM TRACY JACKSON

**D-1**  
**ATTACHMENT D**

**STATEMENT OF ASSURANCES**

The RECIPIENT/SUBGRANTEE hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement, and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the HMGP application to FEMA, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.
- (d) It will comply with and conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, , OMB Circular A-133 "Audits of States, Local Governments and Non-profit Organizations" for awards prior to December 26, 2014, 2 C.F.R. Part 200, and applicable North Carolina laws, rules and regulations. Additionally, the RECIPIENT/SUBGRANTEE shall comply with the requirements related to audits and financial management pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq. and shall provide the documentation discussed below and requested under this Agreement. RECIPIENT SUBGRANTEE must provide a hard copy of the Single Audit Act Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. §13.43, the AGENCY/SUBGRANTEE may withhold or suspend payments under any grant award. Failure to provide such documentation or to comply with said requirements shall terminate any obligation on behalf of the AGENCY/GRANTEE to reimburse the RECIPIENT/ SUBGRANTEE for eligible expenses.

**D-2**

1. The AGENCY/GRANTEE shall review the RECIPIENT/SUBGRANTEE's performance periodically to determine whether the RECIPIENT/SUBGRANTEE has substantially completed its program as described in the approved Application and this Agreement. Training and technical assistance shall be provided by the AGENCY/GRANTEE, within limits of staff time and budget, upon written request by the RECIPIENT/SUBGRANTEE and/or upon a determination by the AGENCY/GRANTEE of RECIPIENT/SUBGRANTEE need.
2. The RECIPIENT/SUBGRANTEE shall allow the AGENCY/GRANTEE to carry out monitoring, evaluation, and technical assistance and shall assure the cooperation of its employees, sub-RECIPIENT/SUBGRANTEES and subcontractors during such activities.
3. In the event that the AGENCY/GRANTEE suspends funding pursuant to the provision of this Agreement, said suspension shall take effect as of the receipt of the notice of said suspension by the RECIPIENT/SUBGRANTEE. Any requests for payment for which the AGENCY/GRANTEE has not yet disbursed payment shall be subject to said suspension.
4. Should the RECIPIENT/SUBGRANTEE fail to enforce the provisions of any promissory note, mortgage, security agreement, or other obligation specified in any Participating Party Agreement or in written contract with a beneficiary, contractor, agent, or sub-RECIPIENT/SUBGRANTEE who received payment or benefit from funds disbursed under this Agreement, the AGENCY/GRANTEE may, with thirty days (30) written notice to the RECIPIENT/SUBGRANTEE, automatically substitute itself for the RECIPIENT/SUBGRANTEE in said Participating Party Agreement or written contract for the purpose of enforcing said Participating Party Agreement or written contract and may, at its discretion, continue to administer said Participating Party Agreement or written contract.

**D-3**

5. The RECIPIENT/SUBGRANTEE's application for funds to the State for funding consideration under the FEMA Hazard Mitigation Grant Program is made a part of this Agreement by reference.
6. RECIPIENT/SUBGRANTEE shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. The RECIPIENT/SUBGRANTEE, its employees, and agents, shall maintain records and supporting documents as prescribed in 44 CFR Part 13 for awards prior to December 26, 2014, 2 C.F.R. Part 200, Subpart C "Reports, Records Retention and Enforcement" and 9 NCAC Part 3M. These records shall be maintained at a readily accessible site within the jurisdiction and under the jurisdiction's control.
7. Program Income is defined in 44 CFR Section 13.25 for awards prior to December 26, 2014 and 2 C.F.R. Part 200. Program Income must be returned to the AGENCY/ GRANTEE within five (5) days of receipt, to the following address:

**Controller  
N.C. Department Public Safety  
4220 Mail Service Center  
Raleigh, NC 27699-4220**

8. All RECIPIENT/SUBGRANTEE or sub-RECIPIENT/ SUBGRANTEE contracts for which the N.C. Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the RECIPIENT/ SUBGRANTEE for eligible contract work completed prior to the date the notice of suspension or termination is received by the RECIPIENT/SUBGRANTEE may not be funded with funds provided under this Agreement unless previously approved in writing by the AGENCY/GRANTEE. All sub-RECIPIENT/ SUBGRANTEE contracts shall contain provision for termination for cause or convenience and shall provide for the method of payment in such event.

**D-4**

9. All amendments requiring prior AGENCY/GRANTEE approval must be approved in writing by the AGENCY/GRANTEE prior to the RECIPIENT/ SUBGRANTEE's submission of a closeout package. Any closeout package received prior to the written approval of said amendment is considered void ab initio, and is not considered a closeout package for the purposes of eligibility or potential penalty issues related to closeout.
10. Submission of inaccurate information by the RECIPIENT/ SUBGRANTEE in monitoring report responses; audit or audit finding responses; quarterly, closeout, program income, or other reports; or Requests for Funds that result in subsequent official AGENCY/GRANTEE action based on that inaccurate information (such as the granting of administrative or final closeout status, releasing funds, or clearing findings) may at the option of the AGENCY/ GRANTEE, subject the RECIPIENT/SUBGRANTEE to revocation of the official AGENCY/GRANTEE action(s) predicated on that report or submission, (e.g., revocation of closeout status, audit clearance, monitoring report clearance, etc.).

(e) Where applicable, it will comply with:

- (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 (former 40 U.S.C.327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
- (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (3) Davis-Bacon Act, 40 U.S.C. 3141 et. seq. (former 40 U.S.C. §276a et. seq.).
- (4) National Environmental Policy Act of 1969, 42U.S.C. §4321; et. seq.; EO115154; EO11988; Coastal Zone Management Act of 1972, 16U.S.C. §1451 et. seq.; Section 176(c) of the Clean Air Act of 1955, 42U.S.C. §7401 et. seq.; Safe Drinking Water Act of 1974,

## D-5

42U.S.C. §300f et. seq.; Endangered Species Act of 1973, 16U.S.C. §1532 et. seq.;  
Wild and Scenic Rivers Act of 1968, 16U.S.C. §1271 et. seq.

- (5) Section 106 of the National Historic Preservation Act of 1966, 54 U.S.C. 306108 (former 16 U.S.C. §470 et. seq.); EO11593; Archaeological and Historic Preservation Act of 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. §469a-1 et. seq.).

(f) It will comply with:

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C. 2000d et. seq. and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the RECIPIENT/SUBGRANTEE receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
- (2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the RECIPIENT/SUBGRANTEE, this assurance shall obligate the RECIPIENT/SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- (3) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.; 6101 et. seq.) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.



**D-6**

- (g) The RECIPIENT/SUBGRANTEE agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq) if applicable, which discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- (h) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities. It will comply with the provision of the Hatch Act, which limits the political activity of employees.
- (i) It will comply with the provision of the Hatch Act, which limits the political activity of employees.
- (j) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 as amended. Pub. L. 93-156, 87 Section 975, approved December 31, 1973, 42 U.S.C. 4001 et. seq. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "uniform Federal Accessibility Standards," (UFAS) which is Appendix A to 41 CFR Part 40 for residential structures. The RECIPIENT/SUBGRANTEE will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- (l) The RECIPIENT/SUBGRANTEE will comply with applicable N.C. General Statutes when negotiating contracts for services.
- (m) It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and has adopted and is enforcing a policy of enforcing applicable State and federal laws against physically barring entrance or exit from a facility or location which is the subject of such nonviolent civil rights

**D-7**

demonstration within its jurisdiction in accordance with section 519 of Public Law 101-140 of the 1990 HUD Appropriations Act.

- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91-616) as amended, (21 U.S.C. 1101 et. seq.) relating to nondiscrimination on the basis of drug abuse;
- (p) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, (42 U.S.C. 4541 et. seq.) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- (q) It will comply with 523 and 527 of the Public Health Service Act of 1912 “(42 U.S.C. 290 dd-3 and 290 ee-3)”, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (r) It will comply with Chapter 63 of Title 42, Lead-Based Paint Poisoning Prevention “(42 U.S.C. 4821 et seq.)” which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (s) It will comply with the Energy Policy and Conservation Act, 42 U.S.C. §6291 et. seq.
- (t) It will comply with the provisions of requiring contractor to maximize the use of recovered/recycled materials, 2 CFR 200.322.
- (u) RECIPIENT/SUBGRANTEE certifies that it:
  - (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
  - (2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

**D-8**

falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,
  - (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (v) RECIPIENT/SUBGRANTEE further agrees that it will include the above certifications, without modification, in all lower tier contracts and in all solicitations for lower tier contracts.

**ATTACHMENT E**

**SPECIAL CONDITIONS**

This agreement shall be executed by the RECIPIENT/SUBGRANTEE, and returned to the AGENCY/GRANTEE at the following address:

**Hazard Mitigation Grants Manager  
NCEM Hazard Mitigation Branch  
Department of Public Safety  
Division of Emergency Management  
4105 Reedy Creek Road  
Raleigh, NC 27607**

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/SUBGRANTEE.

**Mailing Address:**

**William Tracy Jackson  
Assistant County Manager  
P.O. Box 1829  
Fayetteville, NC 28301**

**Overnight Address:**

**William Tracy Jackson  
Assistant County Manager  
117 Dick Street  
Fayetteville, NC 28301**



## **ANIMAL CONTROL OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: ELAINE SMITH, ANIMAL CONTROL DIRECTOR**

**DATE: 9/23/2019**

**SUBJECT: CONSIDERATION OF ANIMAL CONTROL GRANT AND FORMAL BID  
AWARD FOR THE PURCHASE OF A MOBILE PET ADOPTION VAN AND  
ASSOCIATED BUDGET ORDINANCE AMENDMENT #200398**

#### **BACKGROUND**

At present, Animal Control utilizes two older model vans to transport adoptable animals to offsite events. Animals are placed in crates and stacked inside each van. There is limited space for animals and other items needed for pet adoption events. The department has applied for and received word that it will be awarded a grant from the Stanton Foundation in the amount of \$160,000 for the purchase of a mobile pet adoption van.

This will be used by Animal Control staff to transport animals to offsite adoption events and will have special kennels built into the vehicle. Potential adopters will be able to see and interact with animals in the vehicle. This will save staff time and effort as far as set-up for adoption events, and it will also be less stressful for the animals.

County Purchasing solicited and received formal bids for this purchase. Trans-West, Inc. (dba, Summit Bodyworks) bid the lowest cost.

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

Staff requests approval of the grant award from the Stanton foundation in the amount of \$160,000 to purchase mobile pet adoption van and the associated budget ordinance amendment #200398, and award bid number 20-3-AC to Trans-West, Inc. (dba, Summit Bodyworks) based on the lowest, responsive, responsible bidder standard of award.

#### **ATTACHMENTS:**

Description

Stanton Award Letter

Bid Award

Type

Backup Material

Backup Material

Propoal to Stanton Foundation  
Memo To County Managment  
Mobile Unit specifications

Backup Material  
Backup Material  
Backup Material

# STANTON FOUNDATION

September 11, 2019

Elaine Smith, Director  
Cumberland County Animal Control  
4704 Corporation Drive  
Fayetteville, NC 28306  
910.321.6856

Dear Elaine,

The Stanton Foundation is very pleased that the Cumberland County Animal Control ("CCAC") applied for a mobile adoption van grant. At its May board meeting, the Foundation Board of Directors approved CCAC's proposal submitted on May 17, 2019. The Foundation is very eager to provide support for CCAC's new van, and once we receive the items listed below, we will provide CCAC with a grant of \$160,000 to purchase a van. In our experience this funding is sufficient to cover 100% of the costs of purchasing a new, customized van from a reputable manufacturer. Outlined below, you'll find an outline of the County's and the Foundation's responsibilities pre and post funding.

## **Responsibilities of Cumberland County Animal Control:**

### *Prior to disbursement:*

- Provide the Foundation with contact information (name, title, email, and phone number) for a **financial** point person within CCAC, or the County, to whom the check should be sent; ✓
- Provide the Foundation with a statement that a CCAC employee or volunteer has or will obtain the appropriate license required to operate the adoption van; ✓
- Provide the Foundation with a brief description of the van CCAC intends to purchase, including vendor and specifications (e.g. size, # of cages, etc.), or if specifications have not yet been developed, a description of the process through which CCAC will develop the van specifications; ✓
- Provide the Foundation with a signed copy of this Letter of Understanding, the reporting guidelines provided in Attachment A, and if not already in place, a commitment to establish the necessary financial and operating systems required to provide this information; and ✓
- Notify the Foundation upon awarding of van contract.

### *Post disbursement:*

- Notify the Foundation upon delivery of van to CCAC;
- Notify the Foundation if the van requires minor modification post delivery (e.g. wrapping or other art) that may delay the van's operational start date;

# STANTON FOUNDATION

- Notify the Foundation upon of the van's actual operation start date (this date determines CCAC's reporting schedule); and
- Provide annual reports, consistent with the guidelines found in Attachment A, for three years due within 30 days of each anniversary of the van's operational start date.

## **Stanton Foundation Responsibilities:**

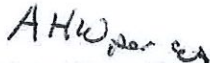
- Provide a grant in the amount of \$160,000 within 30 days of receiving all "Prior to disbursement" items; and
- Promptly review CCAC correspondence and reporting, and reply with any comments or questions.

If you have any questions, please contact Valerie Lester, at [valerie.lester@thestantonfoundation.org](mailto:valerie.lester@thestantonfoundation.org). We are happy to partner with Cumberland County Animal Control in an effort to find homes for dogs in North Carolina and look forward to seeing CCAC's mobile adoption van in operation.

Sincerely,



Elisabeth Allison, Co-director



Andrew Weiss, Co-director

## **Accepted on behalf of Cumberland County Animal Control:**



Elaine Smith

Director

9/11/19

Date

Name

Title

Date

Name

Title

Date



# STANTON FOUNDATION

## Attachment A: Guidelines for Reporting on Use of Mobile Adoption Vehicles

As part of the process for receiving a mobile adoption vehicle grant from the Stanton Foundation, we ask grantees to provide annual reports on adoption van usage. The annual reporting period begins upon arrival of the mobile adoption van and should be submitted annually for three (3) years.

The Foundation requires that the items listed below be included in each report, but other pertinent facts are also welcome.

- **Vehicle Costs:** This includes fuel, repair and maintenance costs, and salary of a driver. In the first year, this would also include the final purchase price of the van plus registration fees/taxes;
- **Total Mileage:** Total number of miles driven since end date of previous reporting period;
- **Narrative describing how the vehicle is being used:** This statement includes number of events attended with van, how many times per week/month the van is being used, etc.;
- **Benefits and challenges of the program;**
- **List of partner organizations/locations:** This includes any organizations with which CCAC has partnered for recurring events;
- **Performance indicators:** This statement includes total dog adoptions from the vehicle, total dog adoptions generated by a van visit (e.g. people who visited the van and consequently adopted a dog out of the shelter), volunteer recruitment, donations, or any brand awareness raised by the use of the vehicle;
- **Lessons learned and suggestions for the other shelters; and**
- **Any additional information about unique aspects of CCAC's mobile adoption usage.**

The items above are merely a starting point, intended to provide the Foundation with qualitative and quantitative information to effectively evaluate the success of its mobile adoption van program. Hopefully this information will also allow CCAC to see the impact made by the van and capitalize on its results in future years.

Accepted on behalf of Cumberland County Animal Control:

  
Elaine Smith

Director

9/11/19  
Date

Name	Title	Date
------	-------	------

Name	Title	Date
------	-------	------

Name	Title	Date
------	-------	------

1430 Massachusetts Ave, 6th Floor  
Cambridge, MA 02138  
t: 617.577.3975

One Penn Plaza, 30th floor  
New York, New York 10119  
t: 212.697.6900



## Cumberland County Formal Bid Award Approval

**Please Note:** This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

**Date:** 9/11/19 **Department:** Animal Control

**Bid Description** (If additional space necessary, may attach a separate sheet): Mobile Adoption Van

**Amount of Bid Award** (or estimated contract amount): \$155,055.00 (If \$90,000 - \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.)

**Budgeted Amount for Project:** \$160,000 **Original Budget (Y/N):** N **or Budget Revision #:** 200398

**Budget Line: Org.** 1014250 **Object Code:** 577100-AC003

**Department Bid Award Recommendation** (specify the vendor): Summit Bodyworks Specialty Vehicles

**Justification** (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.): Lowest Bidder at \$155,055

**Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee?**

No If so, **which committee?** \_\_\_\_\_ **on what date?** \_\_\_\_\_ Permission to apply for the grant that will fund this purchase was given by the County Manager. The grant funding has been committed by the Stanton Foundation in the amount of \$160,000

**Recommended By:** Elaine B Smith  
Department Head

### Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐

This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☒

Willa Evans Date: 9/20/19

Finance Director (Please see question below)

Should this bid be submitted to the Agenda Session?

Yes \_\_\_\_\_ No \_\_\_\_\_

Amanda Bullard Date: 9-20-19  
County Purchasing Manager

Amy Cannon Date: 10-7-19  
County Manager (Please see question below)

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ☒  
DOA CHECKED ☒  
IRAN CHECKED ☒

Revised 3/5/19







**Bid Tabulation**  
**IFB# 20-3-AC Mobile Adoption Van**

BIDDER'S NAME	BID AMOUNT
Summit Bodywork	\$155,055
Magnum Mobile	\$157,050
Zenn Group, LLC	\$170,900





Summit



**COUNTY OF CUMBERLAND, NORTH CAROLINA**

**Request for Proposal #: 20-3-AC**

**Mobile Adoption Vehicle**

**Original Date of Issue: 7-1-2019**

**Original Proposal Opening Date: 7-19-2019, 3:00 PM ET**

**BEST AND FINAL OFFER (BAFO)**

**Release Date: 8-12-19**

**BAFO Due Date: 8-19-19 at 2:00 PM ET**

**Direct all inquiries concerning this IFB/BAFO to:**

**Kimberly Williams**

**Buyer**

**Email: [CumberlandPurchasing@co.cumberland.nc.us](mailto:CumberlandPurchasing@co.cumberland.nc.us)**

**Phone: 910-678-7746**



## INSTRUCTIONS TO VENDORS:

This page and the Best and Final Offer (BAFO) cost sheet must be signed by an official of the responding party authorized to bind the respondent to a resultant contract. Responses to this official request of BAFO must be submitted in a sealed package with Bid Number clearly visible on the outside of the package. Vendors must submit one (1) signed original and one (1) electronic copy of their BAFO (on CD or USB Flash drive). Vendors should ensure that all places requiring a signature have been signed prior to submission.

Mailing Address	Office Address
<i>PROPOSAL TITLE: 20-3-AC Mobile Adoption Vehicle Cumberland County Purchasing Office Attn: Kimberly Williams, Buyer PO Box 1829 Fayetteville, NC 28302</i>	<i>PROPOSAL TITLE: 20-3-AC Mobile Adoption Vehicle Cumberland County Purchasing Office Attn: Kimberly Williams, Buyer 117 Dick Street 4<sup>th</sup> Floor, Room 451 Finance Department Fayetteville, NC 28301</i>

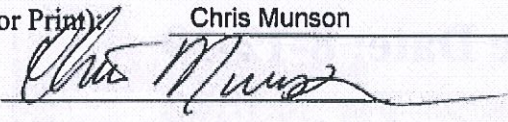
Submit offers to the physical address stated above, to be received no later than 2:00 PM ET on August 19, 2019.

Please note: The date and time stated herein is the deadline for acceptance. Offers received after this time will not be considered. Offers will not be accepted via email or fax. Only the original proposal submitted will be used to score.

Cumberland County reserves the right to reject any offers.

Name (Type or Print) Chris Munson

Title: General Manager

Signature: 

Date: 8/14/19

[This Certification must be signed by an individual authorized to speak for the Vendor]

PLEASE PRINT OR TYPE:

Company Name:	Trans-West Inc. DBA Summit Bodyworks	Phone:	303-301-7550
Address:	13525 County Road 8 PO Box 800	Fax:	303-288-2847
City:	Ft. Lupton	Email:	lnederbragt@summitbodyworks.com
State:	Colorado	Web Site:	www.summitbodyworks.com
Zip Code:	80621		



**ATTENTION VENDORS:**

Vendors receiving this request for BAFO shall respond accordingly. Vendor questions regarding all procurement matters should be submitted via email to [cumberlandpurchasing@co.cumberland.nc.us](mailto:cumberlandpurchasing@co.cumberland.nc.us).

**OBJECTIVES:**

Cumberland County's objective in issuing this request for BAFO is to bring the project closer to budget expectations.

**TERMS AND CONDITIONS:**

1. All terms and conditions, information, and offers submitted by the vendor under **IFB No: 20-3-AC on 7-1-2019** remain valid unless otherwise stated in this document. By signing above, the vendor certifies this to be true.
2. Vendors must complete and submit a BAFO certified by an authorized individual to be considered responsive to this request.
3. Vendors may submit inquiries concerning this request for BAFO to Kimberly Williams, Buyer, via email to [cumberlandpurchasing@co.cumberland.nc.us](mailto:cumberlandpurchasing@co.cumberland.nc.us).
4. Offers submitted will become part of the IFB response to the County. Vendors must submit their BAFO as instructed in this document.

**BAFO Request Release Date:**

**August 12, 2019**

**BAFO Due Date/Time:**

**2:00 PM ET on August 19, 2019**

The County encourages the vendor to supply more competitive prices. The anticipated contract start date continues to be October 1, 2019. By submitting a response to this BAFO request, the vendor certifies its confidence in successful completion of the project under the terms of its response.

5. **Consideration Requested for the following: Budget constraints and affordability is a significant factor in the County's ability to contract for temporary services.**
6. **BAFO COST SHEET – Complete the BAFO cost sheet below providing your BEST AND FINAL OFFER. (ATTACHMENT A).**

**EVALUATION AND AWARD OF CONTRACT(S):**

1. **Notification of Award - All proposers who respond to this IFB will be notified in writing of the County's award of contract(s) as a result of this IFB.**

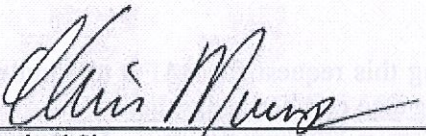


## ATTACHMENT A: BAFO COST SHEET

COMPANY NAME: Trans-West Inc. DBA Summit Bodyworks

Base Model Price \$ 149,555.00

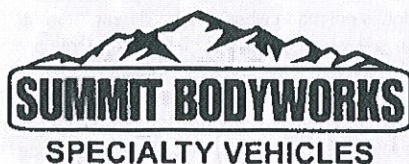
Vendor may add additional pages as needed for optional add on pricing. All optional items should have a per item cost listed.

  
Authorized Signature

8/14/19  
Date

Chris Munson  
Print Name





13525 County Road 8, Ft. Lupton, CO 80621  
 Phone: 303-301-7550 Fax: 303-288-2847  
 Date: 08.14.2019

## Proposal

Cumberland County of North Carolina  
 4th Floor, Room 451  
 Fayetteville, NC 28301  
 Attn: Kimberly Williams, 910.678.7746.

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Laura Nederbragt	lnederbragt@summitbodyworks.com	Delivery Driver from Fort Lupton to Fayetteville, NC	30% Down and Final Payment Due upon Delivery

Base and Graphics			
Item #	Name	Description	Price
1	Mobile Adoption Vehicle Bid #20-3-AC	Ford E450 Cut-Away Van with 18' Rockport Body built to specifications set forth in Bid Documents. Any changes to Design will be managed through customer signed change orders	\$149,555.00
2			
<b>Base Price with Delivery</b>			<b>\$149,555.00</b>

Please circle additional options			
Item #	Name	Description	Price
3	Camera System	360 Degree Exterior Camera System	\$3,072.00
4	Camera System	Two Interior Dome Camera	\$939.00
5	Cradle Point	Wireless Modem IBR1700 Dual SIM Card and Dual Antenna	\$3,545.00
6	Roof Vent	Power Vent with Rain Sensor	\$462.00
7	Graphics Option	<b>3/4 Wrap on Body and Spot Graphics on Cab</b>	<b>\$5,500.00</b>
8			\$0.00
9			\$0.00
10			\$0.00
<b>Total with Options</b>			

#### Terms and Conditions

- 1 Proposal is valid for 60 days.
- 2 Proposal does not include taxes, fees or registration.
- 3 Your chassis will be ordered once down payment is received
- 4 Your vehicle will be put on the production schedule once your chassis arrives
- 5 Payment must be paid in full before taking possession of the vehicle
- 6 ETA is 270 Days from the Receipt of Deposit, not Counting any OEM chassis or Body Delays.
- 7 SBW Terms and Conditions of Sale Included in bid package.

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and email to Laura Nederbragt at lnederbragt@summitbodyworks.com or fax to 303-288-2847



## TERMS AND CONDITIONS OF SALE

**1. TERMS OF PAYMENT** The terms, unless otherwise agreed are cash on delivery. Any payment which is not made when due shall bear interest thereafter at the rate of prime plus 4% per annum or the maximum permitted under any applicable state law, whichever is less. If the shipments are delayed by the Purchaser, payment shall become due on the date when the Seller is prepared to make shipment. If the financial condition of the Purchaser at any time does not, in the judgment of the Seller, justify continuance of the work to be performed by the Seller hereunder on the terms of payment as agreed upon, the Seller may suspend such work and deliveries and require such assurances of Purchaser's performance as Seller deems adequate, including full or partial payment in advance or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. No other payment terms are acceptable unless agreed to in writing by the parties.

**2. CANCELLATION** Due to the specific, custom nature of the equipment hereunder, the agreement between the Buyer and Seller may not be revoked or cancelled by the Buyer.

**3. SALES AND OTHER TAXES** The Seller's prices includes Federal Excise Tax, where applicable, but do not include sales, use or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use or other similar tax applicable to the sale or use of the trucks, vehicles or other equipment purchased hereunder shall be paid by the Purchaser, or in lieu thereof, the Purchaser shall provide the Seller with a tax exemption certificate acceptable to the taxing authorities.

**4. DELIVERY** All vehicles and equipment furnished hereunder shall be delivered to the Purchaser at the factory or other point of shipment. Unless provided to the contrary, deliveries will be made via carriers and routes selected by the Seller with freight charges to be assumed by the Purchaser. The risk of loss or damage, latent or otherwise, shall pass to the Purchaser upon delivery to the carrier. If shipments are delayed by the Purchaser, vehicles held for the Purchaser shall be at its risk and expense. Delivery dates are approximate and are based upon receipt of all necessary information from the purchaser. The Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to: (1) causes beyond its reasonable control; (2) acts of God, acts of the purchaser, acts of civil or military authorities, priorities, fire, strikes, floods, epidemics, war, riot, delays in transportation; (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

**5. CREDIT DEDUCTIONS** Purchaser agrees that in making payments to Seller, no deductions of any credits for warranty claims or otherwise shall be made unless Purchaser has received written notice from seller approving such credit.

**6. TITLE AND REMEDIES** Until full payment of all obligations of the Purchaser hereunder, the Seller reserves the title to all equipment furnished hereunder. If the Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings or makes an assignment for the benefit of creditors or without the consent of the Seller voluntarily or involuntarily sell, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, the Seller may treat all amounts then or thereafter owing hereunder by the Purchaser to be immediately due and payable (subject only to credits required by law) and the Seller may repossess said equipment by any means available by law. Purchaser shall execute and deliver to Seller such financing statements and other writings as Seller may deem appropriate to evidence, perfect and protect its security interest in the trucks and/or equipment subject to this order and the priority thereof.

**7. DISPUTES** Any and all disputes and claims of any kind and nature whatsoever arising under this Agreement (including by reference the provisions set forth in the Owner's Warranty Information Book) shall be handled as provided in this Section. This Agreement shall be deemed to have been made in the State of Colorado (without regard to the conflict of law principals of the State), including all matters of construction validity and performance regardless of the location of the truck and/or equipment supplied hereunder. Seller and Purchaser expressly waives any and all right to a jury trial regarding any dispute hereunder. Purchaser hereby irrevocably submits to the exclusive jurisdiction and venue of courts sitting in Adams County, Colorado. Purchaser hereby irrevocably waives, and hereby agrees not to assert by way or motion, defense, or otherwise, any claim that Purchaser is not subject personally to the jurisdiction of such courts, that the truck or other vehicle or equipment to be supplied hereunder or any other property of Purchaser is exempt or immune from attachment or execution, that any action brought under this Agreement is brought in an inconvenient forum, that the venue of action is improper or that this Agreement cannot be enforced by any such courts. Notwithstanding the foregoing, Seller may bring an action in replevin, trespass, detinue, trover or any similar action in any jurisdiction in which the property subject to such action is located.

**8. GENERAL** Any assignment of this order, or any rights hereunder, by the Purchaser without written consent of the Seller shall be void. Clerical errors of this order shall be automatically corrected upon giving written notice thereof to the Purchaser by a duly authorized representative of the Seller.

No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the Seller.

This writing (including by reference the provisions set out in the Owner's Warranty Information Book) shall constitute the entire agreement between the purchaser and Seller and no understanding or obligations not herein or in the Owner's Warranty Information Book expressly set forth are binding upon the Purchaser and Seller.

Purchaser's order is subject to acceptance by an authorized officer of Summit Bodyworks.





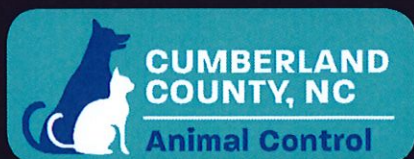
# Mobile Adoption Van Grant

*A Proposal to*  
**The Stanton Foundation**  
*May 8, 2019*

**Elaine Smith, RVT**

Director

Cumberland County Animal Control





# Current Adoption & Transport Program

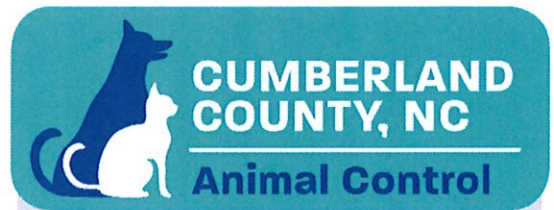
## On-Site and Off-Site Adoptions

Our shelter is open for adoptions Monday – Friday from 11 a.m. to 5:30 p.m. and Saturdays from 1 p.m. – 5 p.m. **We adopted out 1,748 dogs and puppies in 2018 and have adopted 548 so far in 2019.** One of our largest adoption events at the shelter is the “Clear the Shelters” event sponsored by the Humane Society of the US and NBC network. August 18, 2018 was the first time we participated in this annual event, and we adopted out 49 dogs and puppies in one day! Adoption fees were waived for this event and we had over 700 people coming through our shelter to look at our dogs and cats.

We participate in a limited number of off-site events, mainly due to the difficulties in safely transporting and housing animals at outdoor venues. We have participated in PetSmart national adoption weekends, which occur 4 times a year, for several years now. Those are held under a large tent in the store parking lot. We have also coordinated with our County Library to take adoptable dogs to several of the branches in October. These events are indoors where allowed, but only certain branch libraries will allow dogs inside. Having the ability to display the animals outside safely will allow us to go to more branches. One large annual event that we participate in is PetFest, sponsored by a local pet supply store. As it is held in early June, we usually struggle with keeping the dogs cool while they are at the event, as we have them in crates under small pop up tents. This event has been held annually for the past 5 years, and attendance has grown tremendously each year. Lastly, FurrFest is a new annual event that started in October 2018. Although the attendance was small due to poor weather, we plan to continue to participate in this event by taking dogs for adoption.

## Transport

Currently, we have no defined transport program. We are working with the ASPCA and Best Friends Animal Society to become a part of their transport network, which will identify shelters in other areas of the country that are willing to take dogs and cats from our shelter. We do have one rescue partner that pulls mostly puppies from our shelter for transport to the Northeast. One of the main reasons we have not been transporting is the lack of an appropriate vehicle – with our current vans, animals must be placed inside wire or plastic crates within the open cargo compartment of the vehicle. This is safe for short distances, but not for interstate transport. We also have limited capacity with the current vans (up to 12 dogs max). A new van designed for safe animal transport will enable us to be a better transportation partner, by offering to share some of the transport burden with the receiving shelters and allowing more animals to go on each trip.



## Offsite Adoption Events 2018/2019

### PetSmart

May 19, 2018	39 dog adoptions
Nov. 10, 2018	15 dog adoptions
Sept. 2018	<i>Event cancelled due to Hurricane Florence</i>
Feb. 23, 2019	20 dog adoptions

### Cumberland Co. Public Libraries

Oct. 5, 2018	4 dog adoptions
Oct. 13, 2018	3 dog adoptions
Oct. 19, 2018	5 dog adoptions
Oct. 23, 2018	4 dog adoptions

### PetFest (*First year at new location*)

June 2 & 3, 2018	14 dog adoptions
------------------	------------------

### FurrFest (*First year of this event*)

Oct. 27, 2018	7 dog adoptions
---------------	-----------------

## Offsite Adoption Events Scheduled for 2019

### PetSmart Adoptions

Feb. 23 & 24	20 dog adoptions
May 18 & 19	
Sept. 14 & 15	
Nov. 9 & 10	

### PetFest June 1

### Camping World Aug. 3

### Cumberland County Public Libraries

4 events in October Dates TBD

### FurrFest

October TBD



## Rescue Program

We allow 501c3 Animal Rescues that have passed our approval process to pull dogs and cats from us at no charge. In our approval process these rescues are required to provide shelter and veterinary references and have a record of appropriate care for their animals. Although we do not require a “final disposition” report from approved rescues, we do random checks to ensure that they are continuing to follow our requirements and policies. All of our approved rescues are considered “no-kill” and do not euthanize for any reason other than severe medical or behavioral issues. We work with over 60 rescue partners, mostly in North Carolina. Many are breed related rescues, such as Carolina Poodle Rescue or Carolina Boxer Rescue. Of the 2 rescues that pull over 200 dogs per year, one (Fayetteville Animal Protection Society) has a small no-kill shelter here in Fayetteville, and the other pulls mostly puppies for transport to Pennsylvania (Wags Rescue and Referral).

### In 2018

5,398 dogs/puppies entered our shelter. 1,449 were transferred to rescue partners (26.8%)

We have 65 active rescue partner groups. On average, each pulls 22 dogs per year. Most pull less than 50 dogs per year. We have 8 that pull over 50 a year, with 2 that pull over 200 dogs per year

## What Can We Accomplish With a Mobile Adoption Van?



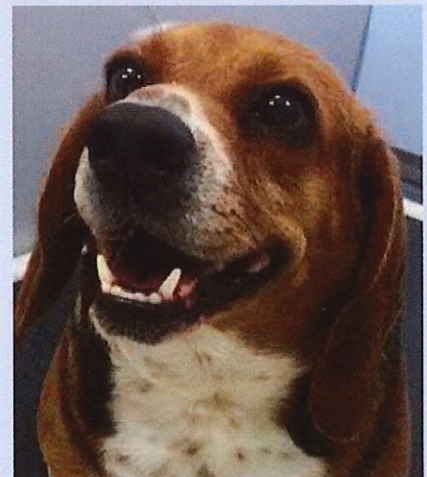
*One of our two available vans for transportation of animals to adoption events.*

### More Off-Site Adoption Events

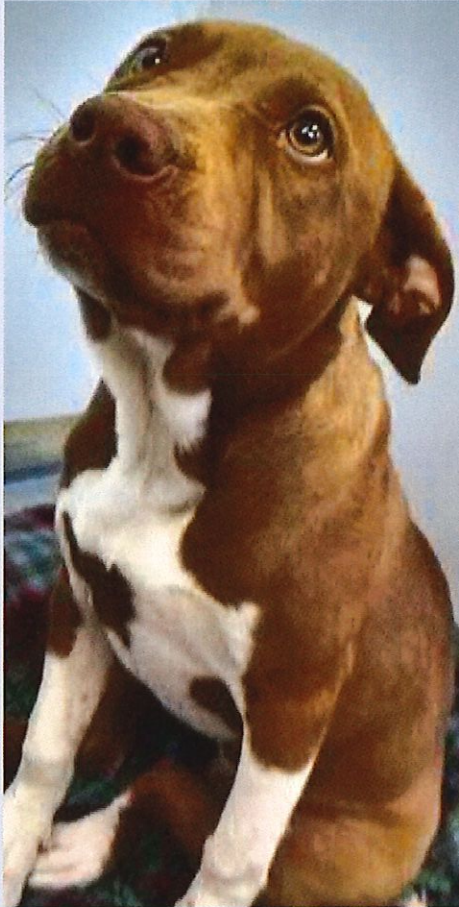
We are approaching other area businesses, such as Tractor Supply and Dirtbag Ales (local microbrewery) to set up adoption events for dogs. We also would be able to set up at our new minor league baseball stadium, the Dogwood Festival, Fourth Fridays and other events in downtown Fayetteville area that we are not equipped to participate in at this time. Being in the South, we experience temperatures that are not conducive to outdoor events with animals during the summer months. Having an air-conditioned mobile adoption van will enable us to safely take dogs (and cats) to events throughout the year. As you can see from our 2019 schedule on page 2, we generally don't schedule events in June, July, August or September. Our one August event is only happening due to Camping World allowing us indoor space. Many venues do not have that option. Now, instead of saying “no” to summer events, we could say “Yes!, we'll bring our van!”

### Improved Image of Animal Control

We are continually working to improve the public perception of Animal Control and the Animal Shelter in our county. As you can see from the picture above, our current equipment for transporting animals is functional, but not particularly attractive, and doesn't convey the positive image of our shelter dogs that we would like. We have requested a new cargo van for fiscal year 2020 in our county budget, but there is insufficient funding available for a mobile adoption unit. If approved for this grant, we would be able to re-direct funds set aside for another cargo van and use them instead for other projects, such as our spay/neuter program, or shelter enrichment program.







## Procurement Process

If we are chosen to receive this grant, the vehicle would be procured under the current Cumberland County Purchasing Policy. This policy states that the following procedure will be followed:

The department (Animal Control) will submit specifications to County Purchasing and shall indicate on the specifications the names and phone number and/or email of vendors that have been contacted regarding the proposed purchase or who the department has determined can provide the requested items. County Purchasing will then solicit proposals in accordance with the appropriate statutes. County Purchasing will review bids to verify compliance then will submit the bids to the department for review of the specifications, requirements and recommendation. The department will review all proposals and will complete the Formal Bid Award Approval Form and submit to County Purchasing. The Purchasing Manager will review, sign and forward to the Finance Director and the County Manager with the required backup documentation. The Purchasing Manager will also submit the recommendation to the Board of Commissioners at the next scheduled meeting. Upon Board of Commissioner approval, the Purchasing Manager will notify the vendor of award and notify the department they can move forward with the final contract.

## Operating Budget

<b>Driver's Compensation</b>	\$13.44/hr	Salaried employee. Provided in department operating budget.
<b>Fuel/Maintenance</b>		Provided in department operating budget.
<b>Insurance</b>		Provided in department operating budget.
<b>Marketing</b>	Social media posts and press releases to be designed by County Public Information Office (PIO)	PIO services are provided at no cost to the Departments within the County.





## COUNTY of CUMBERLAND

*Animal Control Department*

Approved to  
proceed w/  
grant  
proposal.  
altz  
5/6/19

May 3, 2019

### MEMORANDUM

**TO:** Tracy Jackson, Assistant County Manager

**FROM:** Elaine B. Smith  
Director, Animal Control

**SUBJECT:** Proposal to obtain a grant from the Stanton Foundation to purchase a Mobile Adoption Van

#### Proposal

Replace 2 Animal Control vans with a Mobile Adoption van, purchase price of approximately \$150k to be fully paid by charitable grant from the Stanton Foundation.

This would not be a program expansion but would support our current off-site adoption program (events held at PetsMart, Libraries, PetFest, etc.), allow participation at more events in the community, and assist with special circumstances such as animal cruelty cases or disaster evacuations.

#### Benefits

- Replace 2 vehicles with high mileage and risk of mechanical issues with a new vehicle. We currently have 3 vans, one of which is mechanically unsound and rarely driven for that reason. **We have requested a new cargo van for FY20, which would not be required with the acquisition of the mobile adoption van.**
- Improve public image by replacing "generic" cargo vans with van that has a colorful, cheerful exterior that promotes Animal Control.
- Improve safety for animals during transport by replacing current set-up (dogs and cats in plastic or wire crates, unsecured in cargo van) with van that has built-in, secure cages.
- Improve safety and comfort for animals by replacing vans that have minimal air conditioning capacity with van that has built in a/c for animal housing area.
- Reduce workload for staff transporting animals to adoption events. The current steps are:
  1. Animals are placed in cages
  2. Cages are loaded on van
  3. Animals are unloaded from cages at site and walked on leash or carried
  4. Cages are unloaded from van



5. Cages are set up at site
6. Animals are replaced in cages
7. Reverse the process at the end of the day with any remaining animals

Steps with the new mobile adoption van would be:

1. animals loaded on van,
  2. van parked on site,
  3. van returns to shelter and any remaining animals are unloaded.
- Improve animal transport capabilities in case of emergency evacuation. The mobile adoption van can hold 22 animals. During hurricane Florence evacuation, we had to transport some of our dogs in Animal Control trucks, which only hold 4 dogs at a time. This van could do the work of 5 trucks, saving time and resources.
  - This vehicle could also be used for situations such as animal cruelty cases, where large numbers of animals must be transported to the shelter.
  - Should we be able to partner with a shelter in another county or state to transport animals and free up space at our shelter, this van could facilitate those transfers.

### Drawbacks

- The mobile adoption van may have a lower fuel economy than our current cargo vans. We would anticipate driving this van two times a month on average, within Cumberland County, with the possibility of future animal transports outside the county. Our 3<sup>rd</sup> current van will be used for the daily transport of animals to local veterinary hospitals for spay/neuter.
- The cost of maintenance for the mobile adoption van may be higher than for our current cargo vans. However, since we will be eliminating 2 of our old vans, this should not be an increase in overall maintenance costs. Also, this will be a new vehicle under warranty, whereas our current vans are high mileage vehicles, with a history of mechanical issues.
- The cost for insurance for the mobile adoption van may be higher than for our current cargo vans. Again, since we will be eliminating 2 of our old vans, this should not be an increase in overall insurance costs.



Our Current Vans:

This van would be eliminated



This van would also be eliminated

This van we would keep and continue to use for the daily vet run.



This is a mobile adoption unit provided by the Stanton Foundation to the Baltimore Animal Rescue and Care Shelter (BARCS)





Please let me know if you have any questions or concerns that I may address.

Best Regards,

---

Elaine B Smith  
Director,  
Cumberland County Animal Control



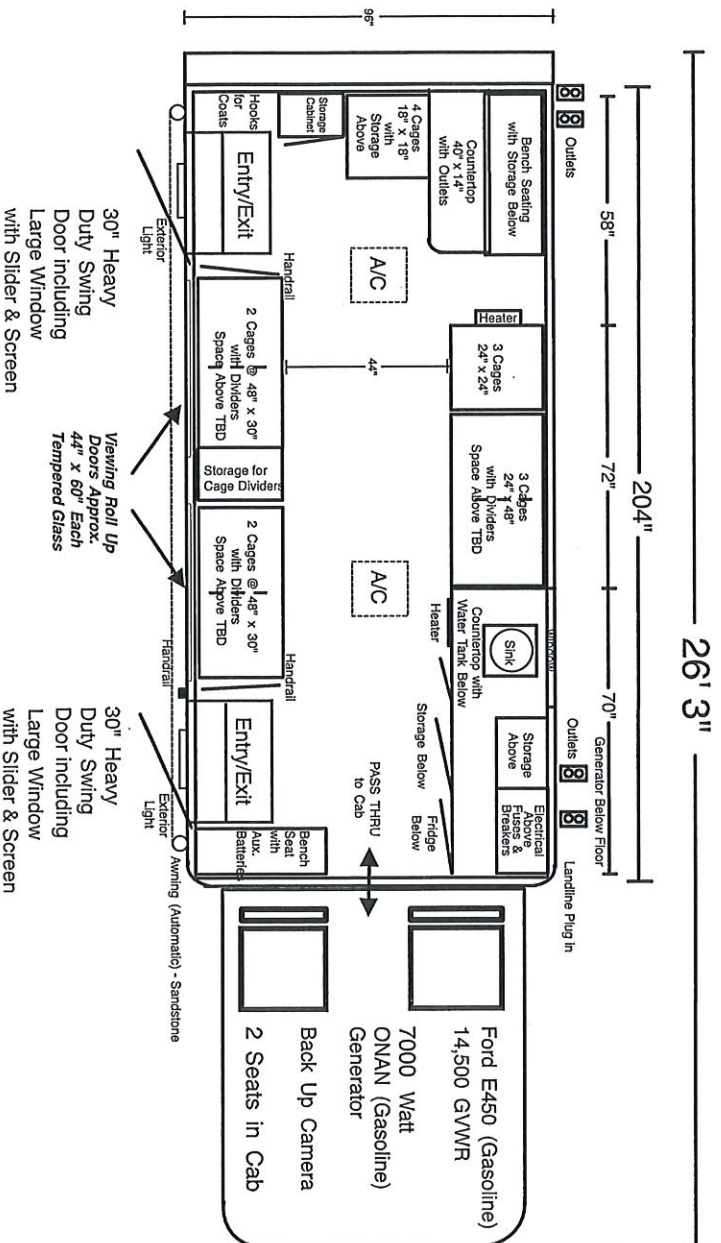
## **Required Specifications for 26' Mobile Adoption Unit**

- Ford E450 Super Duty chassis (14,500 GVWR) or comparable
- 6.8 L EFI V10 Gasoline Engine
- 5 speed with Automatic Overdrive Transmission
- Power Windows and Locks with Remote
- 4-wheel Anti-lock disc brakes
- Power Steering with Tilt
- 55-gal Fuel Tank
- Intermittent Windshield Wipers
- 155 Amp Alternator
- Air Conditioned and Heated Cab
- Cruise Control
- 16" Tires/wheels
- Back up Camera with 7" flat screen video and sound
- Installed interior walls, cabinets, cages as shown on attached floor plan
- All animal cages must be stainless steel construction and include dividers for larger cages
- 21 cages Max Total with 8 viewable from exterior
- 2 30" Heavy Duty swing doors including large window with slider and screen
- ONAN Commercial Gas Generator 7,000 watts
- Aux Batteries 100 Amp/Hr each and 15 Amp Charger
- Two A/C units (roof mounted) – thermostat controlled, 13.5K BTU or higher
- Window with blind
- LED lights in all cages
- 16ft awning with automatic control
- Exterior graphics package
- 2 Viewing Roll-up doors approx.. 44"x60" each with tempered glass windows
- Minimum 4 standard 110-volt interior wall outlets
- Minimum 1 exterior 110-volt outlet

# 26 Ft Mobile Adoption Unit (21 Cages)

with Two Roll Up Doors & Viewing Tempered Glass Cages

INVENTORY #1 - AVAILABLE NOV/DEC 2018



## Includes:

Interior Walls, Cabinets, Cages - Beige/Tan Color  
 Commercial Flooring - Brown  
 21 Cages Max Total (Optional 8 Cages Viewable from Exterior)  
 Two (2) 30" Entry/Exit Doors with solid Window  
 Video Camera for Backing Up  
 ONAN Commercial Gas Generator 7,000 Watts  
 Aux Batteries 100 Amp/Hr Each and 15 Amp Charger  
 Two A/C Units - Thermostat Controlled  
 Window with Blind  
 LED Lights in all Cages  
 84" Interior Height (approx.)

Scale 1/4" = 1'  
 (approximate)



## **DEPARTMENT OF PUBLIC HEALTH**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DUANE T. HOLDER, ASSISTANT COUNTY MANAGER/INTERIM HEALTH DIRECTOR**

**DATE: 10/1/2019**

**SUBJECT: CONSIDERATION OF COMPREHENSIVE OPIOID ABUSE SITE-BASED PROGRAM GRANT FROM THE US DEPARTMENT OF JUSTICE AND ASSOCIATED BUDGET ORDINANCE AMENDMENT #B200017**

#### **BACKGROUND**

The NC Injury and Prevention Branch of the NC Department of Health and Human Services has collected opiate poisoning death data since 1999. Data collected for Cumberland County early on reflected on average 8-14 deaths annually related to opioids. By 2014, the opiate related deaths spiked to 34 and continued to steadily increase with 79 opiate deaths reported in 2017; Cape Fear Valley Hospital was ranked in the top 5 throughout the State for opioid related overdose emergency department visits. Cumberland County responded by forming C-FORT (The Cumberland/Fayetteville Opioid Response Team). The team is working to implement initiatives and strategies to reduce these unnecessary deaths. At the direction of the team, the Health Department applied for a Comprehensive Opioid Abuse Site-based Program grant offered by the US Department of Justice. The Health Department was awarded the grant which provides \$899,614 in funding over 3 years. The grant allows for the following:

- One (1) full-time Project Coordinator position
- Implementation of a Post-Overdose Response Team (PORT)
- Enhanced Pre-Arrest Diversion Programming
- Community Education Campaign
- Establishment of an Overdose Fatality Review Team

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

The Health Department recommends approval of Budget Ordinance Amendment #B200017 to recognize grants funds in the amount \$289,131 and acceptance of the grant award from the US Department of Justice. The remaining grant funds awarded will be budgeted during the budget process for Fiscal Year 21 and Fiscal Year 22.

**ATTACHMENTS:**

Description

Grant Award

Type

Backup Material



**U.S. Department of Justice**

Office of Justice Programs

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Office of the Assistant Attorney General

*Washington, D.C. 20531*

September 29, 2019

Mr. Duane T. Holder  
Cumberland County Health Department  
1235 Ramsey Street  
Fayetteville, NC 28301-4401

Dear Mr. Holder:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Comprehensive Opioid Abuse Site-based Program in the amount of \$899,614 for Cumberland County Health Department.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Elizabeth White, Program Manager at (202) 598-7402; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Sullivan", is written over a horizontal line.

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Enclosures





**U.S. Department of Justice**  
**Office of Justice Programs**  
*Office of Civil Rights*

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*Washington, DC 20531*

September 29, 2019

Mr. Duane T. Holder  
Cumberland County Health Department  
1235 Ramsey Street  
Fayetteville, NC 28301-4401

Dear Mr. Holder:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Cooperative Agreement**

PAGE 1 OF 18

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Cumberland County Health Department  
1235 Ramsey Street  
Fayetteville, NC 28301-4401

4. AWARD NUMBER: 2019-AR-BX-K011

5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2022  
BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2022

6. AWARD DATE 09/29/2019

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

566000298

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

123914376

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Reduction of Opioid Injuries and Deaths in Cumberland County

10. AMOUNT OF THIS AWARD

\$ 899,614

11. TOTAL AWARD

\$ 899,614

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.838 - Comprehensive Opioid Abuse Site-Based Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Duane T. Holder  
Interim Health Director

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	AR	80	00	00		899614

21. UARUGT1160



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 2 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 3 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 4 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 5 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 6 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 7 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 8 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 9 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 10 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 11 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 12 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 13 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

33. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
34. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 14 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

35. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 15 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

40. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 16 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

41. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

42. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
43. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).
44. Protection of human research subjects
- The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
45. Justice Information Sharing
- Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
46. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-AR-BX-K011 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 17 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

47. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

48. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

49. Withholding of funds: Research and evaluation independence and integrity

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made (or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent, eliminate, mitigate, or otherwise adequately address any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) a Grant Adjustment Notice has been issued to remove this condition.

If this award is a "discretionary" award (i.e., not an award under a statutory "formula" program), the recipient understands and agrees that if it does not provide an adequate research and evaluation independence and integrity submission (as determined by OJP), or if it fails to implement (as determined by OJP) any safeguard included in its submission or required by OJP, this award may be terminated (without right of appeal), upon thirty (30) calendar days advance written notice by OJP.

50. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

51. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Adjustment Notice (GAN) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

52. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 18 OF 18

PROJECT NUMBER 2019-AR-BX-K011

AWARD DATE 09/29/2019

*SPECIAL CONDITIONS*

53. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

54. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

55. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

56. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



**U.S. Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orben Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for Cumberland County Health Department

Awards under the Comprehensive Opioid Abuse Program (COAP) will be used improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, save lives, and reduce crime.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

 <div>U.S. Department of Justice Office of Justice Programs  Bureau of Justice Assistance</div>	<b>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</b>  <b>Cooperative Agreement</b>	
	PROJECT NUMBER  2019-AR-BX-K011	PAGE 1 OF 1
This project is supported under FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114		
1. STAFF CONTACT (Name & telephone number)  Elizabeth White (202) 598-7402		2. PROJECT DIRECTOR (Name, address & telephone number)  Candice York Accountant 1235 Ramsey St Fayetteville, NC 28301-4401 (910) 433-3706
3a. TITLE OF THE PROGRAM  Category 1: Locally Driven Responses to the Opioid Epidemic		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT  Reduction of Opioid Injuries and Deaths in Cumberland County		
5. NAME & ADDRESS OF GRANTEE  Cumberland County Health Department 1235 Ramsey Street Fayetteville, NC 28301-4401		6. NAME & ADDRESS OF SUBGRANTEE
7. PROGRAM PERIOD  FROM: 10/01/2019 TO: 09/30/2022		8. BUDGET PERIOD  FROM: 10/01/2019 TO: 09/30/2022
9. AMOUNT OF AWARD  \$ 899,614		10. DATE OF AWARD  09/29/2019
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)  The Comprehensive Opioid Abuse Site-based Program (COAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. COAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to plan, develop, and implement comprehensive efforts to identify, respond to, treat, and support those impacted by the opioid epidemic. The Harold Rogers Prescription Drug Monitoring Program (PDMP) has been incorporated into the FY 2019 COAP solicitation. The purpose of the Harold Rogers PDMP is to improve collaboration and strategic decision making among regulatory and law enforcement agencies and public health entities to address prescription drug and opioid abuse, save lives, and reduce crime.  COAP aims to reduce opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives. The program also supports the implementation, enhancement, and proactive use of PDMPs to support clinical decision making and prevent		

the abuse and diversion of controlled substances. Grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act.

The objective of Category 1 is to encourage and support the development of comprehensive, locally driven responses to the opioid epidemic that expand access to supervision, treatment, and recovery support services across the criminal justice system; support law enforcement and other first responder diversion programs for non-violent drug offenders; promote education and prevention activities; and address the needs of children impacted by the opioid epidemic. All projects are expected to involve multiple agencies and partners.

Cumberland County will expand post-overdose outreach to the entire community, provide linkage to care opportunities for persons experiencing a non-fatal overdose, creating an opioid fatality review and enhance diversion programs by removing barriers to transitional housing.

CA/NCF



## **OFFICE OF THE COUNTY MANAGER**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DUANE HOLDER, ASSISTANT COUNTY MANAGER**

**DATE: 10/1/2019**

**SUBJECT: CONSIDERATION OF SOBRIETY COURT GRANT AWARD FROM THE  
GOVERNOR'S HIGHWAY SAFETY PROGRAM**

#### **BACKGROUND**

For the past 3 years, Cumberland County has received Governors' Highway Safety Program funding to support the County's Sobriety Court Program. 100% of program costs have been covered by these federal funds. During FY 2019-2020 budget planning, the County was notified by the State that subsequent years' funding to support the program would be reduced by 50% and require a grant application.

The County submitted a grant application for continuation of funding to extend services beyond the initial 3-year cycle. On September 27, 2019, the County received notification from the Governor's Highway Safety Program that the grant application was approved for the 2019-2020 funding cycle. Please note that these federal funds are allocated on the federal fiscal year effective October 1 through September 30.

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

Staff recommends acceptance of the Sobriety Court grant award from the North Carolina Governor's Highway Safety Program in support of the Cumberland County Sobriety Court Program.

#### **ATTACHMENTS:**

Description	Type
GHSP Grant Award Letter	Backup Material
GHSP Grant Project Form	Backup Material





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

September 27, 2019

Alvin Chestnut  
CUMBERLAND COUNTY  
PO Box 1829  
FAYETTEVILLE, NC 28302-1829

Application #: 1000007387  
Agreement #: 2000034863  
Project #: GHSP 2020-PERSONNEL/EQUI

Dear Alvin Chestnut,

The Governor's Highway Safety Program (GHSP) has received notification from the National Highway Traffic Safety Administration that the North Carolina Highway Safety Plan for Fiscal Year 2020 has been approved. You are authorized to proceed with implementation of the above referenced Agreements as described in its narrative and budget detail and subject to the conditions stated in the Agreement of Conditions.

The Approved Contract Period will begin on October 1, 2019 and end September 30, 2020. Only allowable costs incurred during this approved period are eligible for reimbursement. All costs must be incurred by September 30, 2020. Requests for reimbursement for costs incurred after September 30, 2020 will be denied. Additionally, GHSP must receive final claim for reimbursement no later than October 31, 2020.

Any changes in the nature, scope, or funding of this grant must be in writing and have the prior written approval of the GHSP. Any proposed changes must be submitted via the Partner connect/Grants Management System on a Change Request and be received by the GHSP at least 30 days prior to the effective date of such revision. The deadline for budget revisions is June 30, 2020 .

Should you need additional information or for assistance in scheduling a press event announcing the award of this grant, please contact your Highway Safety Specialist, David Williams. I look forward to a successful project and I thank you for your commitment to highway safety.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Ezzell".

Mark Ezzell  
Director

# 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
	6. Cell Phone: 910-635-1041
3. Physical Location of Agency * 412 W. Russell St, Fayetteville, NC 28301	7. Email of Contact Person * achestnut@co.cumberland.nc.us
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	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: _____	CFDA#: 20. Work Type: _____
-----------------------	--------------------------------

## 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, polices, 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

**Check****Save****Submit****Note:**

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DUANE T. HOLDER, ASSISTANT COUNTY MANAGER**

**DATE: 10/2/2019**

**SUBJECT: CONSIDERATION OF SOBRIETY COURT GRANT AWARD FROM THE US  
DEPARTMENT OF JUSTICE'S BUREAU OF JUSTICE ASSSISTANCE AND  
ASSOCIATED BUDGET ORDINANCE AMENDMENT #B200036**

**BACKGROUND**

The Cumberland County Sobriety Court Program has been awarded a grant from the US Department of Justice's Bureau of Justice Assistance in the amount of \$296,251 over three years (October 1, 2019 through September 30, 2022). This award represents 75% of total program costs and there is a local match requirement of 25% over the three year cycle in the amount of \$98,751.

Funding in an amount sufficient to meet the local match has been appropriated in the FY 2019-2020 annual operating budget. The grant award letter and program narrative have been attached for your review and reference.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends acceptance of the Bureau of Justice Assistance grant award for the Sobriety Court Program and approval of Budget Ordinance Amendment #

**ATTACHMENTS:**

Description	Type
BJA Grant Award Letter	Backup Material
BJA Grant Program Narrative	Backup Material





**U.S. Department of Justice**

Office of Justice Programs

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Office of the Assistant Attorney General

*Washington, D.C. 20531*

September 29, 2019

Ms. Amy Cannon  
County of Cumberland  
117 Dick Street  
Fayetteville, NC 28301-5750

Dear Ms. Cannon:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Adult Drug Court Discretionary Grant Program in the amount of \$296,251 for County of Cumberland.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tracy Lee-Williams, Program Manager at (202) 598-9695; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 15

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Cumberland  
117 Dick Street  
Fayetteville, NC 28301-5750

4. AWARD NUMBER: 2019-MU-BX-0073

5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2022  
BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2022

6. AWARD DATE 09/29/2019

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

566000291

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

088571690

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Cumberland County, NC Sobriety Court

10. AMOUNT OF THIS AWARD

\$ 296,251

11. TOTAL AWARD

\$ 296,251

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH  
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY19(BJA - Drug Courts & Veterans Treatment Courts) 34 USC 10611; Pub. L. No. 116-6, 133 Stat. 13, 114

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.585 - Drug Court Discretionary Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Amy Cannon  
County Manager

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DC	80	00	00		148126
X	B	VC	80	00	00	00	148125

21. UMUGT0222

## CUMBERLAND COUNTY COURTS CONNECT

### PROGRAM NARRATIVE:

#### BJA FY19 Adult Drug Court Discretionary Grant

#### SOBRIETY COURT

**STATEMENT OF THE PROBLEM:** Cumberland County has a population of roughly 325,000 and of this number 43,087 are veterans. It is located on the I-95 corridor midway between New York and Miami. Fort Bragg, the nation's largest military base and the City of Fayetteville are within the county. The County's population has a significant number of transient residents and ebbs and flows depending upon the deployment of the troops. Many of the soldiers serving in the military have had numerous deployments which have resulted in significant social dislocation and mental health problems. Many returning veterans along with the number of citizens within Cumberland County have a substantial amount of DWIs. According to the Governors Highway Safety Program, Cumberland County ranks number four in alcohol-related fatalities. Out of 100 counties, Cumberland County is ranked number four.

In a 12-month period, the Cumberland County Sheriff's Office along with the County Magistrates Office, more than 5x or more persons have been admitted to the Detention Center. Of these 60 persons, 30 were identified as veterans or active duty soldiers. This population was primarily due to those drinking and driving along with other misdemeanor offenses. These persons could be diverted from jail, where space is at a premium, to treatment court, which is more appropriate. A Crisis Intervention Team, along with the County Sobriety Treatment Coordinator, uses the 10 Key Components and Best Practices outlined by the National Drug Courts Professions (NADCP). The presence of our Crisis Intervention Team will reduce recidivism within the county as well as reduce the jail population which continues to be overcrowded.

Last year 12,000 persons were incarcerated. A point in time survey indicates that 15% of that population was eligible for Veterans Services and the remaining were first-time DWI offenders.

**PROJECT DESIGN AND IMPLEMENTATION:** Cumberland County has numerous treatment providers that assist in helping persons with DWI assessments along with treatment; this includes Veterans Services for those that are on Active Duty as well as Veterans. All treatment providers use counseling techniques to assist persons with alcohol illness as well as drug usage. A coordinator would also work with the planning and implementation of Veterans Court, by helping them in referring individuals that have been identified as Veterans once they have completed the sixty-day requirement for wearing the mandatory Continuous Alcohol Monitoring (SCRAM) bracelet. The sixty-day requirement gives Sobriety Court participants a glance of what it is like being sober for sixty-days. This requirement also includes random drug screenings as well as a curfew that all participants must follow. Sobriety Court currently has anywhere between 80-90 active pretrial release participants and an additional 20-30 probation treatment participants that must go through a series of phases before attending aftercare and then completion of Sobriety Treatment Court. The average time a participant is in Sobriety Court Treatment Court is anywhere between 8-10 months, those that are on Probation Treatment Court

are court ordered for 18 months of treatment. This would allow the participants a chance to complete all the necessary treatment.

**CAPABILITIES AND COMPETENCIES:** The 12th Judicial District (Cumberland County) has extensive experience conducting specialized treatment courts. At least five judges have training for various treatment focused courts. Currently, there are at least three specialty courts/programs, Drug Treatment Court, Family Drug Treatment Court, Veterans Court, and Misdemeanor Diversion Program. There is a very close working relationship between judges, prosecutors, defense bar, law enforcement, probation services, pre-trial services, and various treatment/rehabilitation providers. Our Chief Judge has always been careful “to bring stakeholders to the table”. Although Cumberland County has a large population, it is still small enough that those able to contribute to solving a problem can come together and do so. For Sobriety Court, they rely on the Continuous Alcohol Monitoring System as a means of deterring individuals for drinking and driving, due to the number of DWIs in the county, to include those that have been cited on our military installation Ft. Bragg.

**DATA COLLECTION PLAN:** Dr. Robert Brown, Assistant Professor of Criminal Justice at Fayetteville State University has experience evaluating treatment courts in Indiana. He’s familiar with the data collection and evaluation guidelines as stated in the grant application and has agreed to assist in setting up a data collection system and to supervise student interns to assist in that process.

**PLAN FOR MEASURING SUCCESS:** To accurately measure success with Sobriety Treatment Court and its participants, it’s essential to measure through the success of those that do not return to Sobriety Court by going through the program. This grant would allow the Sobriety Court Team members a chance to attend conferences such as NADCP, Lifesavers, etc. to understand and continue to implement changes that will benefit the program and further enhance its ability within the county. Furthermore, this grant will help Sobriety Court continue to assist other courts and issues as well, specifically those that relate to individuals receiving a federal DWIs on the military installation. Also, this grant will allow for the placement of those that are high risk in a treatment program to continue to receive the assistance to further their treatment.

**AGENDA:** The Abstract to this grant may be distributed, published, or otherwise disseminated by the granting authority to any third party who might be interested in assisting Cumberland County with the funding and implementation of this proposal.



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DUANE HOLDER, ASSISTANT COUNTY MANAGER**

**DATE: 9/30/2019**

**SUBJECT: CONSIDERATION OF CUMBERLAND COUNTY PLAN FOR INVOLUNTARY COMMITMENT TRANSPORTATION AGREEMENT FOR THE CUSTODY AND TRANSPORTATION OF RESPONDENTS IN INVOLUNTARY PROCEEDINGS**

**BACKGROUND**

The NC General Assembly has amended NC General Statute 122C-251 (Transportation of Involuntary Commitments). Effective October 1, 2019, there has been a change in the title of the statute from Transportation to Custody and Transportation. Additionally, the amended statute requires the governing body to adopt a plan known as an "involuntary commitment transportation agreement" or "transportation agreement" for the custody and transportation of respondents in involuntary commitment proceedings.

The attached Plan Agreement fulfills this statutory requirement and has been reviewed and approved by all involved parties. In addition to the Agreement, an excerpt of the General Statute has been attached for your information and reference.

**RECOMMENDATION / PROPOSED ACTION**

Approve the Cumberland County Plan for Involuntary Commitment Transportation Agreement for the Custody and Transportation of Respondents in Involuntary Proceedings and authorize the County Manager to sign said agreement on behalf of the County of Cumberland.

**ATTACHMENTS:**

Description

IVC Transport Plan Agreement

NCGS 122C-251 Effective October 1, 2019

Type

Backup Material

Backup Material



# **Cumberland County Plan for Involuntary Commitment Transportation Agreement for the Custody and Transportation of Respondents in Involuntary Proceedings N.C. Gen. Stat. §122C-251**

The County of Cumberland in consultation with the Fayetteville Police Department, Hope Mills Police Department, Stedman Police Department, Spring Lake Police Department and the Cumberland County Sheriff hereby establishes and provides to the Local Management Entity (LME) for adoption as a part of the an "involuntary commitment transportation agreement" or "transportation agreement" pursuant to N.C. Gen. Stat. §122C-251(g) for incorporation into the Community Crisis Plan as provided under N.C. Gen. Stat. § 122C-202.2(a).

## **1. Scope of Plan.**

- a. The policy and the legal obligation of the County of Cumberland and the municipalities with respect to persons subject to involuntary commitment includes the duty to provide custody and to transport persons subject to involuntary mental commitments (Respondents) in conformity with the requirements set forth in N.C. Gen. Stat. §122C-251 including the duty or obligation to provide custody and transportation of a respondent for a first examination in conjunction with a health screening at the same location required by N.C. Gen. Stat. §122C-263(a) and N.C. Gen. Stat. §122C-283.
- b. This plan regarding transportation of Respondents applies to all Law Enforcement Officers employed by any municipality within Cumberland County as well as Deputies of the Sheriff of Cumberland County as well as Cumberland County Detention Officers and any contract transportation provider designated by the Cumberland County Commissioners pursuant to N.C. Gen. Stat. § 122C-251(g).

## **2. Service of Involuntary Commitment Orders on Respondents and Initial Custody**

- a. The initial service of the Involuntary Commitment Petition and Order upon a Respondent and the initial custody of the Respondent shall be effected by a law enforcement officer pursuant to N.C. Gen. Stat. §122C-261(e) who shall transport the Respondent to a "commitment examiner" who is certified to perform initial evaluation for involuntary commitments.
- b. In the event that the Respondent is not found to have met the requisites for commitment, the law enforcement officer shall be obligated to return the Respondent to the Respondent's home or to the place where the Respondent was taken into custody.
- c. In the event that the Respondent has been committed to a facility for a second examination or further treatment, as provided in this plan, transportation to and from that facility can be accomplished by a law enforcement officer or anyone authorized to provide transportation to involuntary commitment Respondents pursuant to N.C.

Gen. Stat. §122C-251(g).

### 3. **Transportation of Respondents Within Cumberland County**

- a. The city has the duty to provide transportation of a respondent who is a resident of the city or who is taken into custody in the city limits. The county has the duty to provide transportation for a respondent who resides in the county outside city limits or who is served with the order for involuntary commitment or taken into custody outside of city limits.
- b. Accordingly, transportation of a Respondent within Cumberland County pursuant to involuntary commitment proceedings, including initial custody, medical and psychiatric evaluation, admission and discharge, shall be provided consistent with N.C. Gen. Stat. §251(a), and transportation shall be provided by the city for a Respondent who resides or is located within the limits of the city or in the event that the Respondent resides outside city-limits at the time that the petition or order with respect mental health commitment is served or executed, then the County shall provide transportation for the Respondent to the place where the commitment examiner will conduct the initial evaluation.
- c. Without unnecessary delay after assuming custody, the law enforcement officer or the individual designated or required to provide transportation pursuant to N.C. Gen. Stat. § 122C-251(g) shall take the respondent to a facility or other location identified by the LME/MCO in the community crisis services plan adopted pursuant to N.C. Gen. Stat. §122C-202.2 that has an available commitment examiner and is capable of performing a first examination in conjunction with a health screening at the same location, unless exigent circumstances require the respondent be transported to an emergency department indicate appears to be suffering a medical emergency in which case the law enforcement officer will seek immediate medical assistance for the respondent.
  - i. If a commitment examiner is not available, whether on-site, on-call, or via telemedicine, at any facility or location, or if a plan has not been adopted, the person designated to provide transportation shall take the respondent to an alternative non-hospital provider or facility-based crisis center for a first examination in conjunction with a health screening at the same location.
  - ii. If no non-hospital provider or facility-based crisis center for a first examination in conjunction with a health screening at the same location for health screening and first examination exists, the person designated to provide transportation shall take the respondent to a private hospital or clinic, a general hospital, an acute care hospital, or a State facility for the mentally ill.

- iii. If a commitment examiner is not immediately available, the respondent may be temporarily detained in an area facility, if one is available; if an area facility is not available, the respondent may be detained under appropriate supervision in the respondent's home, in a private hospital or a clinic, in a general hospital, or in a State facility for the mentally ill, but not in a jail or other penal facility. For the purposes of this section, "non-hospital provider" means an outpatient provider that provides either behavioral health or medical services.
  - iv. When an individual is also violent and requires restraint and the delay in taking individual to commitment examiner would likely endanger life or property, then law enforcement officer may take person into custody and take the person immediately before a magistrate or clerk as provided in N.C. Gen. Stat. §122C-282 (Special Emergency Procedures for Violent Persons).
- d. Notably, transportation after the initial commitment examination may be performed by Cumberland County Deputies, Detention Officers or a contract transportation provider designated by Cumberland County pursuant to N.C. Gen. Stat. §122C-251(g).

#### **4. Transportation of Respondents Between Counties**

- a. Transportation between Cumberland County and other counties under involuntary commitment proceedings for admission of a Respondent taken into custody in Cumberland County to a 24-hour facility shall be provided by members of the Cumberland County Sheriff's Office or contract transportation providers designated by Cumberland County pursuant to N.C. Gen. Stat. §122C-251(g).
- b. Transportation between counties under involuntary commitment proceedings for Respondents held in 24-hour facilities who have requested a change of venue for their District Court hearing shall be provided by members of the Cumberland County Sheriff's Office or contract transportation providers designated by Cumberland County pursuant to N.C. Gen. Stat. §122C-251(g) if the petition for involuntary commitment for the Respondent was initiated in Cumberland County.
- c. Transportation between counties under involuntary commitment proceedings for discharge of a Respondent from a 24-hour facility shall be provided by members of the Cumberland County Sheriff's Office or contract transportation providers designated by Cumberland County pursuant to N.C. Gen. Stat. § 122C-251(g) if the discharged Respondent is a resident of Cumberland County. Nothing in this policy prevents a Respondent being discharged from a facility to use that person's own transportation at his or her own expense.

## 5. Procedures for Transportation of Respondents

- a. Transportation of a Respondent may be (i) by Cumberland County owned vehicles, (ii) by private vehicle by contract with Cumberland County, or (iii) as provided in an agreement developed and adopted under N.C. Gen. Stat. § 122C-251(g) and N.C. Gen. Stat. §122C-202.2.
- b. To the extent feasible, law enforcement officers, detention officers or contractors transporting Respondents shall dress in plain clothes and shall travel in unmarked vehicles.
- c. Further, Cumberland County Deputies and Cumberland County Detention Officers, to the extent possible, shall advise respondents, when either taking them into custody or performing transport, that the Respondent is not under arrest, has not committed a crime, but is being transported to receive treatment for the Respondent's own safety and that of others.
- d. In providing transportation pursuant to this plan, members of the Cumberland County Sheriff's Office or contract transportation providers designated by Cumberland County pursuant to N.C. Gen. Stat. § 122C-251(g), may use reasonable force to restrain the Respondent if it appears necessary to protect themselves, the Respondent, or others. Members of the Cumberland County Sheriff's Office or contract transportation providers designated by Cumberland County pursuant to N.C. Gen. Stat. § 122C-251(g) should carefully read the Involuntary Commitment Order and Petition or seek information from the committing facility to determine if the Respondent presents any danger of assault or escape during the transport.
- e. Additionally, the persons providing the transportation should also explain to the Respondent (except with respect to a child under the age of 10) that it will be necessary for the Respondent's safety and the safety of others that the Respondent be handcuffed or otherwise restrained.
- f. Any use of restraints shall be as reasonably determined by the officer to be necessary under the circumstances for the safety of the respondent, the law enforcement officer, and other persons.
- g. Every effort shall be made to avoid restraint of a child under the age of 10 shall be by the transporting officer unless the child's behavior or other circumstances dictate that restraint is necessary.
- h. Respondents being transported shall either be secured in a car or van cage, if available, or handcuffs and waist chains for Respondents over the age of 10 are to be used if there is no car or van cage. The transportation of certain Respondents may require the use of restraints other than, or in addition to, handcuffs and waist chains.

Restraints used in these situations should restrain the Respondent securely, without causing injury or unreasonable discomfort. If special restraints are required to transport a Respondent, the person performing the transport should, to the extent possible, procure these prior to transport.

- i. To the extent feasible, in providing transportation of a respondent there shall be a driver or attendant who is the same sex as the respondent unless a family member of the respondent is allowed to accompany the respondent in lieu of an attendant of the same sex as the Respondent.
- j. Notwithstanding the provisions of this section of this transportation plan and agreement and N.C. Gen. Stat. §122C-251 (a), (b), and (c), a clerk, a magistrate, or a district court judge, where applicable, may authorize the family or immediate friends of the respondent, if they so request, to transport the respondent in accordance with the procedures of Article 5 of Chapter 122C of the North Carolina General Statutes.
  - i. This authorization shall only be granted in cases where the danger to the public, the family or friends of the respondent, or the respondent himself or herself is not substantial.
  - ii. The family or immediate friends of the respondent shall bear the costs of providing this transportation.

**6. Effect of Cumberland County Transportation Agreement Pursuant to N.C. Gen. Stat. § 122C-251(g)**

- a. This transportation plan and agreement is intended to provide the terms of pursuant to N.C. Gen. Stat. §122C-251 (g) for incorporation into the Community Crisis Plan as provided under N.C. Gen. Stat. § 122C-202.2(a).
- b. All Law Enforcement Officers (including any Detention Officers acting under this plan) or any person or firm contracted to provide transportation for involuntary commitment Respondents shall be subject to the terms of this plan.
- c. Each law enforcement agency shall adopt policies consistent with the terms of this plan and agreement.
- d. Transportation services to be provided by one law enforcement agency may be provided by another upon invocation of mutual assistance. To such extent, this agreement shall be construed as a mutual assistance agreement, pursuant to N.C. Gen. Stat. § 160A-288.
- e. In order to assure proper treatment of Respondents in involuntary commitment



matters, adequate safety and protections for both the public and the Respondent, all Law Enforcement Officers (including any Detention Officers acting under this plan) or any person or firm contracted to provide transportation of involuntary commitment and shall be required to receive the following training:

- i. Crisis Intervention Training
  - ii. Dealing with Mentally Ill Persons, using appropriate lesson plans provided by the North Carolina Justice Academy for interacting with the mentally ill, emotionally disturbed and other special populations.
  - iii. Such other training as each agency may determine to be necessary or appropriate with respect to involuntary commitment matters or matters dealing with persons who may be mentally ill.
- f. As contemplated under this agreement, the County of Cumberland may enter a contract with a transportation provider designated by Cumberland County pursuant to N.C. Gen. Stat. § 122C-251(g) to provide transportation to Respondents.
- i. Such contractor shall provide the transportation and follow the procedures in this plan and agreement and applicable provisions of in Article 5 of Chapter 122C of the North Carolina General Statutes.
  - ii. References in this plan Article 5 to a law enforcement officer apply to a contractor-transportation provider retained and approved by Cumberland County pursuant to N.C. Gen. Stat. §122C-251(g) when providing transportation to involuntary commitment Respondents.
  - iii. Contract transportation providers designated by Cumberland County pursuant to N.C. Gen. Stat. §122C-251(g) shall agree to maintain requisite insurance and shall indemnify and hold harmless the County of Cumberland and the Cumberland County Sheriff and his employees or agents with respect to any torts or claims against the Contractor, the Sheriff or the County in any manner related to transportation events transactions or occurrences, or a series of them or any duties arising under or pursuant to such contract.
- g. This plan and agreement shall become effective October 1, 2019, and shall continue in effect thereafter until revised, amended, or terminated by operation of law or written agreement of the executing parties; provided that:
- i. A mere amendment, unless the amendment otherwise expressly provides shall not act as a termination of this plan or agreement;
  - ii. This plan and agreement may, by mutual agreement of all entities identified

in the plan, be amended or modified to address any other matters necessary to facilitate the custody, transportation, examination, and treatment of respondents to commitment proceedings, and such amendment or modification shall not operate to terminate this plan and agreement.

- h. No law-enforcement officer may be held criminally or civilly liable for assault, false imprisonment, or other torts or crimes on account of reasonable measures taken under the authority of this plan consistent with Article 5.
- i. For purposes of the interpretation of this plan and agreement, the following definitions shall apply:
  - i. “Commitment examiner” means a physician, an eligible psychologist, or any health professional or mental health professional who is certified under N.C. Gen. Stat. § 22C-263.1 to perform the first examination for involuntary commitment described in N.C. Gen. Stat. § 122C-263(c) or N.C. Gen. Stat. § 122C-283(c).
  - ii. “County of residence” of a client means the county of his domicile at the time of his admission or commitment to a facility. A county of residence is not changed because an individual is temporarily out of his county in a facility or otherwise.
  - iii. “Facility” means any person at one location whose primary purpose is to provide services for the care, treatment, habilitation, or rehabilitation of the mentally ill, the developmentally disabled, or substance abusers, and includes:
    - a. An “area facility”, which is a facility that is operated by or under contract with the area authority or county program. For the purposes of this subparagraph, a contract is a contract, memorandum of understanding, or other written agreement whereby the facility agrees to provide services to one or more clients of the area authority or county program. Area facilities may also be licensable facilities in accordance with Article 2 of Chapter 122C of the North Carolina General Statutes. A State facility is not an area facility;
    - b. A “licensable facility”, which is a facility that provides services to individuals who are mentally ill, developmentally disabled, or substance abusers for one or more minors or for two or more adults. These services shall be day services offered to the same individual for a period of three hours or more during a 24-hour period, or residential services provided for 24 consecutive hours or more. Facilities for individuals who are substance abusers include chemical dependency facilities;

- c. A “private facility”, which is a facility that is either a licensable facility or a special unit of a general hospital or a part of either in which the specific service provided is not covered under the terms of a contract with an area authority;
  - d. The psychiatric service of the University of North Carolina Hospitals at Chapel Hill;
  - e. A “residential facility”, which is a 24-hour facility that is not a hospital, including a group home;
  - f. A “State facility”, which is a facility that is operated by the Secretary;
  - g. A “24-hour facility”, which is a facility that provides a structured living environment and services for a period of 24 consecutive hours or more and includes hospitals that are facilities under this Chapter; and
  - h. A Veterans Administration facility or part thereof that provides services for the care, treatment, habilitation, or rehabilitation of the mentally ill, the developmentally disabled, or substance abusers.
- iv. “Health screening” means an appropriate screening suitable for the symptoms presented and within the capability of the entity, including ancillary services routinely available to the entity, to determine whether or not an emergency medical condition exists. An emergency medical condition exists if an individual has acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in placing the individual's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.
  - v. “Local management entity” or “LME” means an area authority.
  - vi. “Local management entity/managed care organization” or “LME/MCO” means a local management entity that is under contract with the Department to operate the combined Medicaid Waiver program authorized under Section 1915(b) and Section 1915(c) of the Social Security Act.
  - vii. “Mental illness” means: (i) when applied to an adult, an illness which so lessens the capacity of the individual to use self-control, judgment, and discretion in the conduct of his affairs and social relations as to make it necessary or advisable for him to be under treatment, care, supervision, guidance, or control; and (ii) when applied to a minor, a mental condition, other than mental retardation alone, that so impairs the youth's capacity to

exercise age adequate self-control or judgment in the conduct of his activities and social relationships so that he is in need of treatment.

Assented to and adopted by:

Fayetteville Police Department

By: 

Chief of Police

Date

9/30/2019

Hope Mills Police Department

By: 

Chief of Police

Date

9/30/19

Stedman Police Department

By: 

Chief of Police

Date

10/1/19

Spring Lake Police Department

By: 

Chief of Police

Date

9/30/2019

Cumberland County Sheriff's Office

By: 

Sheriff

Date

10/1/19

County of Cumberland

By:

County Manager

Date



**§ 122C-251. (Effective October 1, 2019) Custody and transportation.**

(a) Except as provided in subsections (c), (f), and (g) [of this section], transportation of a respondent within a county under the involuntary commitment proceedings of this Article, including admission and discharge, shall be provided by the city or county. The city has the duty to provide transportation of a respondent who is a resident of the city or who is physically taken into custody in the city limits. The county has the duty to provide transportation for a respondent who resides in the county outside city limits or who is physically taken into custody outside of city limits. However, cities and counties may contract with each other to provide transportation.

(b) Except as provided in subsections (c), (f), and (g) [of this section] or in G.S. 122C-408(b), transportation between counties under the involuntary commitment proceedings of this Article for a first examination as described in G.S. 122C-263(a) and G.S. 122C-283(a) and for admission to a 24-hour facility shall be provided by the county where the respondent is taken into custody. Transportation between counties under the involuntary commitment proceedings of this Article for respondents held in 24-hour facilities who have requested a change of venue for the district court hearing shall be provided by the county where the petition for involuntary commitment was initiated. Transportation between counties under the involuntary commitment proceedings of this Article for discharge of a respondent from a 24-hour facility shall be provided by the county of residence of the respondent. However, a respondent being discharged from a facility may use his own transportation at his own expense.

(c) Transportation of a respondent may be (i) by city- or county-owned vehicles, (ii) by private vehicle by contract with the city or county, or (iii) as provided in an agreement developed and adopted under subsection (g) of this section and G.S. 122C-202.2. To the extent feasible, law enforcement officers transporting respondents shall dress in plain clothes and shall travel in unmarked vehicles. Further, law enforcement officers, to the extent possible, shall advise respondents when taking them into custody that they are not under arrest and have not committed a crime, but are being taken into custody and transported to receive treatment and for their own safety and that of others.

(d) To the extent feasible, in providing transportation of a respondent, a city or county shall provide a driver or attendant who is the same sex as the respondent, unless the law enforcement officer allows a family member of the respondent to accompany the respondent in lieu of an attendant of the same sex as the respondent.

(e) In taking custody and providing transportation as required by this section, the law enforcement officer may use reasonable force to restrain the respondent if it appears necessary to protect the law enforcement officer, the respondent, or others. Any use of restraints shall be as reasonably determined by the officer to be necessary under the circumstances for the safety of the respondent, the law enforcement officer, and other persons. Every effort to avoid restraint of a child under the age of 10 shall be made by the transporting officer unless the child's behavior or other circumstances dictate that restraint is necessary. The law enforcement officer shall respond to all inquiries from the facility concerning the respondent's behavior and the use of any restraints related to the custody and transportation of the respondent, except in circumstances where providing that

information is confidential or would otherwise compromise a law enforcement investigation. No law enforcement officer or other person designated or required to provide custody or transport of a client under G.S. 122C-251 may be held criminally or civilly liable for assault, false imprisonment, or other torts or crimes on account of reasonable measures taken under the authority of this Article.

(f) Notwithstanding the provisions of subsections (a), (b), and (c) of this section, a clerk, a magistrate, or a district court judge, where applicable, may authorize the family or immediate friends of the respondent, if they so request, to transport the respondent in accordance with the procedures of this Article. This authorization shall only be granted in cases where the danger to the public, the family or friends of the respondent, or the respondent himself or herself is not substantial. The family or immediate friends of the respondent shall bear the costs of providing this transportation.

(g) The governing body of a city or county shall adopt a plan known as an "involuntary commitment transportation agreement" or "transportation agreement" for the custody and transportation of respondents in involuntary commitment proceedings under this Article as follows:

- (1) Law enforcement and other affected agencies, including local acute care hospitals and other mental health providers, shall participate in developing the transportation agreement. The area authority may participate in developing the transportation agreement.
- (2) The transportation agreement may designate law enforcement officers, volunteers, or other public or private personnel who have agreed pursuant to subsection (g) of this section to provide all or parts of the custody and transportation required by involuntary commitment proceedings. Persons so designated or otherwise required to provide all or parts of the custody and transportation required by involuntary commitment proceedings shall be trained as set forth in G.S. 122C-202.2(a)(3), and the plan shall assure adequate safety and protections for both the public and the respondent. Any person or agency designated or required to provide all or parts of the custody and transportation required by involuntary commitment proceedings shall follow the procedures in this Article. References in this Article to a law enforcement officer apply to any person or entity designated to provide custody or transportation. The transportation agreement may provide that private personnel or agencies may contract for transportation services to transport respondents under involuntary commitment from one entity to another.
- (3) A person shall not be designated under subsection (g) of this section without that person's written consent and the written consent of his or her employer, if applicable. An agency, corporation, or entity shall not be designated without the written consent of that agency, corporation, or entity. Any person, agency, corporation, or other entity shall be designated to provide only the services which the person, agency, corporation, or other entity has previously consented in writing to provide

and shall be permitted to withdraw from or discontinue providing services, in whole or in part, upon written notice to the designating governing body. The transportation agreement shall be submitted to the magistrates in the city or county's judicial district, to the county clerks of court, to the LME/MCO that serves the city or county, and to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services on or before January 1, 2019. If the city or county modifies the transportation agreement, it will submit the modified agreement to their magistrates in their judicial district, county clerks of court, the LME/MCO that serves the city or county, and the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services at least 10 days prior to the effective date of the new plan.

- (4) Counties and cities shall retain and be required to perform the responsibilities set forth in this Article, except as set forth in a plan developed, agreed upon, and adopted in compliance with this subsection.

(h) The cost and expenses of custody and transportation of a respondent as required by the involuntary commitment procedures of this Article, to the extent they are not reimbursed by a third-party insurer, are the responsibility of the county of residence of the respondent, to the extent they are not reimbursed by a third-party insurer. The State (when providing transportation under G.S. 122C-408(b)), a city, or a county is entitled to recover the reasonable cost of transportation from the county of residence of the respondent. The county of residence of the respondent shall reimburse the State, another county, or a city the reasonable transportation costs incurred as authorized by this subsection. The county of residence of the respondent is entitled to recover the reasonable cost of transportation it has paid to the State, a city, or a county. Provided that the county of residence provides the respondent or other individual liable for the respondent's support a reasonable notice and opportunity to object to the reimbursement, the county of residence of the respondent may recover that cost from:

- (1) The respondent, if the respondent is not indigent;
- (2) Any person or entity that is legally liable for the resident's support and maintenance provided there is sufficient property to pay the cost;
- (3) Any person or entity that is contractually responsible for the cost; or
- (4) Any person or entity that otherwise is liable under federal, State, or local law for the cost. (1899, c. 1, s. 32; Rev., s. 4555; 1919, c. 326, s. 4; C.S., ss. 6201, 6202; 1945, c. 952, ss. 29, 30; 1953, c. 256, s. 6; 1961, c. 186; 1963, c. 1184, s. 1; 1969, c. 982; 1973, c. 1408, s. 1; 1979, c. 915, ss. 21, 22; 1983, c. 138, ss. 1, 2; 1985, c. 589, s. 2; 1987, c. 268; 1995 (Reg. Sess., 1996), c. 739, s. 4; 1999-201, s. 1; 1999-456, s. 36; 2015-176, s. 2.5(a); 2018-33, s. 19.)



## CLERK TO THE BOARD OF COMMISSIONERS

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/2/2019**

**SUBJECT: LIBRARY BOARD OF TRUSTEES (3 VACANCIES)**

#### **BACKGROUND**

The Library Board of Trustees has the following three (3) upcoming vacancies:

Paige W. Ross – resigning on December 31, 2019.

The Library Board of Trustees recommends the appointment of **Dennis Cedzo** to fill the unexpired term. (See attached)

Dr. Daniel Montoya – completing second term on December 31, 2019.

Not eligible for reappointment.

The Library Board of Trustees recommends **Ann McRae**. (See attached)

Betsy Small – completing second term on December 31, 2019.

Not eligible for reappointment.

The Library Board of Trustees recommends **Jeremy Fiebig**. (See attached)

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

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

**Make nominations to fill the three (3) vacancies above.**

**ATTACHMENTS:**

Description

Type

Library Board of Trustees Nomination Backup Information

Backup Material



### **Library Board of Trustees**

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

**Statutory Authorization:** NCGS 153A-265

#### **Member Specifications:**

7 Members

**Term:** 3 Years

**Compensation:** None

#### **Duties:**

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

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

**Meeting Location:** Various libraries throughout the County

**JODY RISACHER**  
DIRECTOR



**COTINA JONES**  
DEPUTY DIRECTOR



**PUBLIC LIBRARY & INFORMATION CENTER**  
300 Maiden Lane • Fayetteville, North Carolina 28301-5032  
Telephone: (910) 483-7727 • Fax: (910) 486-5372

**MEMORANDUM**

**DATE:** September 19, 2019  
**TO:** Dr. Jeannette M. Council, Chair, Board of County Commissioners  
**FROM:** Brian Tyler, Library Board of Trustee Chair  
**THRU:** Jody Risacher, Library Director *JR*  
**RE:** Appointment Nominations for the Library Board of Trustees  
(Items of Business)

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At the September 19, 2019 Library Board of Trustee meeting, the Trustees approved the Nominating Committee's recommendations for the following actions:

1. The appointment of Dennis Cedzo to fill the vacant seat on the Library Board of Trustees after the resignation of Paige Ross who will complete the second year of her second term on December 31, 2019. Once appointed, Dennis Cedzo will complete Paige Ross's third year of her second term ending on December 31, 2020 and will be eligible for two additional three-year terms.
2. The appointment of Ann McRae and Jeremy Fiebig to fill the two other vacant seats on the Library Board of Trustees.

The Board of Trustees respectfully request that the Commissioners consider the appointments of Dennis Cedzo, Ann McRae and Jeremy Fiebig be placed on the Commissioners' October 7, 2019 meeting agenda.

We appreciate you and your fellow Commissioners consideration.

Sincerely,

Brian Tyler  
Library Board of Trustee Chair



## LIBRARY BOARD OF TRUSTEES

## 3 Year Term

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

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Katrina Tiffany 812 Norwood Street Fayetteville, NC 28305 850-2145/491-2111	11/18	2nd	Dec/21 12/31/21	No
Irene Grimes 3918 Colorado Drive Hope Mills, NC 28348 910-987-5923 <a href="mailto:Irene-grimes@hotmail.com">Irene-grimes@hotmail.com</a>	11/18	1st	Dec/21 12/31/21	Yes
Paige W. Ross 5339 Clubhouse Lane Hope Mills, NC 28348 339-1715/919-630-0187	12/17	2nd	Dec/20 12/31/20	No
Belinda J. Wilkerson 1429 Pepperchase Drive Fayetteville, NC 28312 223-5189/401-447-4273	11/18	2nd	Dec/21 12/31/21	No
Dr. Daniel Montoya 3505 Cokefield Drive Fayetteville, NC 28306 478-0646/672-1560	12/16	2nd	Dec/19 12/31/19	No
Brian J. Tyler 1414 Raeford Rd Fayetteville, NC 28305 717-514-6889	12/17	2nd	Dec/20 12/31/20	No
Betsy Small PO Box 228 Linden, NC 28356 910-980-0821	12/16	2nd	Dec/19 12/31/19	No

Commissioner Liaison: Charles Evans

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

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



**APPLICANTS FOR  
LIBRARY BOARD OF TRUSTEES**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
<b>CEDZO, DENNIS (-/M)</b> 2737 COLGATE DRIVE FAYETTEVILLE NC 28304 850-3520/229-8542/867-5309 <a href="mailto:DCEDZO@AOL.COM">DCEDZO@AOL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>CONTROLLER</b> BLANTONS AIR, PLUMBING & ELECTRIC	<b>MBA, BBA</b>
<b>COX, STACY A. (ASIAN/F)</b> 7528 WILKINS DRIVE FAYETTEVILLE NC 28311 910-476-7367 <a href="mailto:SAKUNI@AOL.COM">SAKUNI@AOL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>HOMEMAKER</b> DISABLED	<b>SOME COLLEGE</b>
<b>FIEBIG, JEREMY (-/M)</b> 5400 RAMSEY STREET FAYETTEVILLE NC 28311 910-747-0061 <a href="mailto:FIGURATIVELYSPEAKING@GMAIL.COM">FIGURATIVELYSPEAKING@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>ASSOCIATE PROFESSOR THEATRE</b> FAYETTEVILLE STATE UNIVERSITY	<b>MFA</b> <b>MASTERS-LIT.</b>
<b>MCRAE, ANN (W/F)</b> 202 STEDMAN STREET FAYETTEVILLE NC 28305 336-253-7404 <a href="mailto:ARM_3@YAHOO.COM">ARM_3@YAHOO.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>HOMEMAKER</b>	<b>UNDERGRADUATE DEGREE</b> <b>SOCIOLOGY</b>

**APPLICANTS FOR  
LIBRARY BOARD OF TRUSTEES PAGE 2**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
MULLINS, VICKIE M (W/F) 5905 TURNBULL ROAD FAYETTEVILLE NC 28312 910-322-3100 <a href="mailto:GIRLIMON1@AOL.COM">GIRLIMON1@AOL.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	RETIRED FROM COOPERATIVE EXTENSION	COLLEGE-REC DEGREE
STORY, PAMELA SUGGS (B/F) 631 WEST COCHRAN AVE FAYETTEVILLE NC 28301 339-8350/286-0783/678-2621 <a href="mailto:VENUS_28301@YAHOO.COM">VENUS_28301@YAHOO.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NC HOMELESS EDUCATION PROGRAM LEADERSHIP ACADEMY <b>CATEGORY: GENERAL PUBLIC</b>	SOCIAL WORK COORDINATOR CUMBERLAND COUNTY SCHOOLS <b>*SERVES ON THE CFVHS BOARD OF TRUSTEES*</b>	MASTERS-SOCIAL WORK
WILLIFORD, CARL PAT (W/M) 111 JOHN ST FAYETTEVILLE NC 28305 624-6696/484-2168 <a href="mailto:PAT@WHCFAY.COM">PAT@WHCFAY.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	CPA WILLIFORD HOUSTON & CO	BS-BUSINESS ADMIN.



## **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/2/2019**

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

#### **BACKGROUND**

The Southeastern Economic Development Commission will have the following vacancy on October 31, 2019.

**Glenn Adams** – completing first term on October 31, 2019.

Eligible for reappointment.

The SEDC recommends the reappointment of Glenn Adams (see attached) and he is willing to serve a second term on the SEDC.

I have attached the current membership roster and applicant list.

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

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

#### **ATTACHMENTS:**

Description

SEDC Nomination Backup Information

Type

Backup Material



**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

September 19, 2019

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

Ms. Amy Cannon:

The term of Mr. Glenn Adams on the Southeastern Economic Development Commission (SEDC) Board of Directors will expire on October 31, 2019. Mr. Adams is representing Cumberland County and serving on the full board of the Commission.

To ensure that Cumberland County has adequate representation on our Board at all times, and that the Commission meets representation requirements imposed by current Federal legislation, we are requesting that your Board of Commissioners reappoint Mr. Adams to the SEDC Full Board. The appointment should be for a four-year term to expire on October 31, 2023.

Once action has been taken, please notify this office in writing. Should there be questions, please call me at (910) 862-6985, Ext. 32. Thank you.

Sincerely,

EXECUTIVE DIRECTOR  
Pamela H. Bostic

A handwritten signature in blue ink that reads "Pamela H. Bostic".  
Pamela H. Bostic  
Executive Director

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

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

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
*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) 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) PO Box 1829 Fayetteville, NC 28302 678-7771 or 678-7772	09/19	3rd	Sept/22 9/30/22	No
(BOC voted 9/16/19 to reappoint for a 3 <sup>rd</sup> term)				

\*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

**APPLICANTS FOR**  
**SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
LOWERY, ELMORE (B/M) 5420 AHOSKIE DRIVE HOPE MILLS NC 28348 910-224-3578 <a href="mailto:DR.ELMORELOWERY@GMAIL.COM">DR.ELMORELOWERY@GMAIL.COM</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b><i>CATEGORY: GENERAL PUBLIC</i></b>	EDUCATION FTCC	DOCTORATE MASTERS
SILVERMAN, GARY A (W/M) 1174 DERBYSHIRE ROAD FAYETTEVILLE NC 28314 910-574-9952 <a href="mailto:GSILVERMAN001@GMAIL.COM">GSILVERMAN001@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b><i>CATEGORY: GENERAL PUBLIC</i></b>	LT COLONEL US ARMY RETIRED/PT INSTRUCTOR	SCHOOL LISTED



## CLERK TO THE BOARD OF COMMISSIONERS

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/2/2019**

**SUBJECT: ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE (5 VACANCIES)**

#### **BACKGROUND**

The Adult Care Home Community Advisory Committee has the following five (5) vacancies:

**Dr. Dennis E. Corbin** – completed initial term. Eligible for reappointment.

The Adult Care Home Community Advisory Committee recommends the reappointment of Dr. Corbin. (See attached)

**William C. Duke** – completed initial term. Eligible for reappointment.

The Adult Care Home Community Advisory Committee recommends the reappointment of Mr. Duke. (See attached)

**Joseph M. Dykes** – completed initial term. Eligible for reappointment.

The Adult Care Home Community Advisory Committee recommends the reappointment of Mr. Dykes. (See attached)

Clarence Everett – Resigned. The Adult Care Home Community Advisory Committee recommends **Connie Parker**. (See attached)

Herman Dudley – Resigned. The Adult Care Home Community Advisory Committee recommends **Darell Evans**. (See attached)

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



**RECOMMENDATION / PROPOSED ACTION**

**Nominate individuals to fill the five (5) vacancies above.**

**ATTACHMENTS:**

Description	Type
Adult Care Home Community Advisory Committee Nomination Backup Information	Backup Material

### **Adult Care Home Community Advisory Committee**

The Adult Care Home Community Advisory Committee promotes community education and awareness of the needs of the aging in facilities.

**Statutory Authorization:** NCGS 131D-31

#### **Member Specifications:**

18 Members

**Term:** 3 Years (Members serve an initial one-year term, after which they may be appointed to a three-year term.)

**Compensation:** None

#### **Duties:**

- Visits to assigned Adult Care homes each quarter to include completion of a quarterly report by each sub-committee;
- Promotes community involvement in facilities;
- Promotes community education and awareness of the needs of the aging in facilities;
- Serves as a resource of volunteers;
- Helps to maintain the intent of the Residents' Bill of Rights;
- Becomes aware of conditions in facilities and assists grievance processes.

**Meetings:** Third Thursday of the last month of each quarter at 1:00 PM. There is an initial training period of 15 hours to include study of a committee handbook and orientation visits to long-term care facilities. Additional training of 10 hours per year is required. Visits in the assigned facilities are of the utmost importance in the participation on this committee. A commitment of at least one day per quarter to visit facilities and 4 hours per quarter for business and training meetings.

**Meeting Location:** Various adult care homes in Cumberland County

**Kellie Beam**

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**Subject:** Appointment for Adult Care Home Community Advisory Committee

**From:** Kareem Strong <kstrong@mccog.org>

**Sent:** Sunday, September 8, 2019 8:13 AM

**To:** Kellie Beam <kbeam@co.cumberland.nc.us>

**Subject:** Appointment for Adult Care Home Community Advisory Committee

Good Morning Kellie,

The Adult Care Home Community Advisory Committee recommends the reappointment of Dr. Dennis Corbin, William Duke and Joseph Dykes. They have all said they are willing to serve another term.

The Adult Care Home Community Advisory Committee would also like to recommend Connie Parker replace Mr. Everett and Darell Evans replace Mr. Dudley; these applicants have completed the required training.

We are working on a recommendation for Mr. Blackwell's vacant position and Felicia Vaughan's vacant position.

Thank you.

Sincerely,

Kareem R. Strong, MPA  
Certified Regional LTC Ombudsman  
Mid-Carolina Area Agency on Aging  
Cell: (910) 489-6529  
Office: (910) 323-4191 x 25  
Fax: (910) 323-9330  
website: <http://www.mccog.org/>

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE  
Initial Appointment 1 Year/Subsequent Terms 3 Years

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Dr. Dennis E. Corbin 1327 Vandenburg Drive Fayetteville, NC 28312 202-255-8649/672-1737 <a href="mailto:Decorbin1@aol.com">Decorbin1@aol.com</a>	9/18	Initial	Sept/19 9/30/19	Yes
William C. Duke 509 Rodriguez Court Fayetteville, NC 28303 910-822-2411	9/18	Initial	Sept/19 9/30/19	Yes
Wilbert Stokes 1136 Vesper Lane Fayetteville, NC 28311 492-2965/261-0176 <a href="mailto:Wstokes13@hotmail.com">Wstokes13@hotmail.com</a>	9/18	1 <sup>st</sup>  (serving unexpired term; eligible for one additional term)	May/20 5/31/20	Yes
Carla Fagan 5636 Watersplash Lane Fayetteville, NC 28311 347-452-8678/910-630-7699	8/18	2 <sup>nd</sup>	Aug/21 8/31/21	No
Deborah Stuckey 5578 Arapahoe Court Fayetteville, NC 28304 826-6747/224-6786	9/18	1 <sup>st</sup>  (serving unexpired term; eligible for one additional term)	May/20 5/31/20	Yes
Laura Hardy 6720 Willowbrook Dr #1 Fayetteville, NC 28314 224-7255/867-6857	5/17	1 <sup>st</sup>	Apr/20 4/30/20	Yes
Niokie Cunningham 1918 Rayconda Rd Apt 306 Fayetteville, NC 28304 910-263-7976	3/18	1 <sup>st</sup>	Mar/21 3/31/21	Yes
<b>VACANT</b> (Vacated by G. Blackwell)	5/17	1 <sup>st</sup>	Apr/20 4/30/20	Yes

Adult Care Home Community Advisory Committee, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<b>VACANT</b> (Vacated by C. Everett)	11/16	1st	Nov/19 11/30/19	Yes
Dorothy McNeil 821 Oakcrest Drive Fayetteville, NC 28301 822-3152/483-6505/489-8849	6/18	1st	June/21 6/30/21	Yes
Dawn O'Donnell 2072 Birchcreeft Dr Fayetteville, NC 28304 910-425-3619	5/17	1st	Apr/20 4/30/20	Yes
<b>VACANT</b> (Vacated by F. Vaughan)	9/18	Initial	Sept/19 9/30/19	Yes
Joseph M. Dykes 5764 Pepperbush Drive Fayetteville, NC 28304 823-6075/823-6046	9/18	Initial	Sept/19 9/30/19	Yes
Lillie White 6496 Tarrytown Drive Fayetteville, NC 28314 867-3178	5/17	1st	Apr/20 4/30/20	Yes
<b>VACANT</b> (Vacated by H. Dudley)	4/16	2nd	Apr/19 4/30/19	No

CONTACT: Kareem Strong, Mid-Carolina Area Agency on Aging,  
P. O. Box 1510, Fayetteville, NC 28302 - Phone: 323-4191, ext. 25 – Fax: 323-9330

MEETINGS: Quarterly: 3<sup>rd</sup> Thursday of the last month of each quarter (March, June, September, December) - at 1:00 p.m. - various adult care homes in Cumberland County



**APPLICANTS FOR  
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
ALEXANDER, LANISHA (B/F) 5205 DAKOTA COURT FAYETTEVILLE NC 28303 609-733-7574/299-6084 <a href="mailto:LANISHA_ALEXANDER@AOL.COM">LANISHA_ALEXANDER@AOL.COM</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	NONE LISTED	HIGH SCHOOL
BROOKS, FAITH L. (B/F) 437 BRISTLECONE DRIVE FAYETTEVILLE NC 28311 822-0379/919-432-7218/919-990-9272 <a href="mailto:FBROOKS@ISA.ORG">FBROOKS@ISA.ORG</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	SENIOR CUSTOMER SERVICE SPECIALIST INTERNATIONAL SOCIETY OF AUTOMATION	COLLEGE LISTED
DAVIS, CHRISTIE (B/F) 434 SHEILA STREET HOPE MILLS, NC 28348 252-916-9187 <a href="mailto:EMPOWERHS@GMAIL.COM">EMPOWERHS@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	LICENSED PSYCHOTHERAPIST SENIOR HEALTH & EDUCATION PARTNERS	BSW/MSW
DICKENS, CATHY (-/F) 1426 COBRA DRIVE FAYETTEVILLE NC 28303 910-286-0157 <a href="mailto:MAXINEDICKENS69@GMAIL.COM">MAXINEDICKENS69@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	DISTRICT SUPERVISOR SOIL AND WATER	HIGH SCHOOL

**APPLICANTS FOR  
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 2**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
<b>ELLIOTT, BENIKKA (B/F)</b> 1117 LAKE STONE PLACE FAYETTEVILLE NC 28311 488-3986/229-1791 <a href="mailto:BENIKKAMARIE@GMAIL.COM">BENIKKAMARIE@GMAIL.COM</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	STUDENT	CURRENT STUDENT
<b>EVANS, DARELL (B/F)</b> 3429 LITTLESTONE CT FAYETTEVILLE NC 28311 910-551-8815 <a href="mailto:DARELL.EVANS@ACTIONPATHWAYS.NGO">DARELL.EVANS@ACTIONPATHWAYS.NGO</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: Yes Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	PROGRAM SUPPORT AIDE ACTION PATHWAYS	COLLEGE LISTED
<b>FOUNTAIN, RHONNISHA (-/F)</b> 7774 S SHIELD DRIVE FAYETTEVILLE NC 28314 910-988-7835 <b>*SERVES ON THE NURSING HOME ADVISORY BOARD*</b> <a href="mailto:NISHAR0107@GMAIL.COM">NISHAR0107@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	REGISTERED NURSE RN NETWORK	SOME COLLEGE
<b>GRANT, JOHN MOSES (-/M)</b> 2526 GILLESPIE STREET #125 FAYETTEVILLE, NC 28306 253-666-3716 <a href="mailto:JOHNMOSESGRANT@LIVE.COM">JOHNMOSESGRANT@LIVE.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	WRITER	BA-MARKETING

**APPLICANTS FOR  
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 3**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
<b>HERT, JENNIFER (W/F)</b> 3336 AMOUR DRIVE FAYETTEVILLE NC 28306 705-9152/627-4637 <a href="mailto:JHERT128@GMAIL.COM">JHERT128@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>RN</b> <b>HOME CARE MANAGER 3HC HOME HEALTH</b>	<b>MSN STUDENT</b>
<b>JACKSON, VICTORIA (B/F)</b> 5133 CARSON ALLEN ROAD HOPE MILLS NC 28348 416-1830/272-1240 <a href="mailto:VJACKSON1012@GMAIL.COM">VJACKSON1012@GMAIL.COM</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	<b>ADMIN, CEO</b> <b>EASTPOINTE LME/MCO</b>	<b>MASTERS</b>
<b>KNIGHT, KIM (B/M)</b> 747 ASHFIELD DRIVE FAYETTEVILLE, NC 28311 920-1101/337-8828 <a href="mailto:KLKNIGHT8@GMAIL.COM">KLKNIGHT8@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>SEMI RETIRED</b> <b>CARE GIVER</b>	<b>ASSOCIATES – CRIMINAL JUSTICE</b>
<b>MARABLE, KATHERINE (-/F)</b> 1805 MCGOUGAN RD FAYETTEVILLE NC 28303 486-9035 NO EMAIL LISTED Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: YES <b>CATEGORY: GENERAL PUBLIC</b>	<b>RETIRED EDUCATOR</b> <b>CC SCHOOLS</b>	<b>MASTERS</b>



**APPLICANTS FOR  
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 4**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MAY, DYLAN (-/-) 9582 HOLBROOK LANE FAYETTEVILLE NC 28314 910-633-2349 <a href="mailto:MAY.DYLON@GMAIL.COM">MAY.DYLON@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: FAYETTEVILLE CITIZENS ACADEMY <b>CATEGORY: GENERAL PUBLIC</b>	FINANCIAL PLANNING NORTHWESTERN MUTUAL	COLLEGE LISTED
MAY, SHANTIQUA (B/F) 9582 HOLBROOK LANE FAYETTEVILLE NC 28314 910-583-4231 <a href="mailto:TIQUALADSON@GMAIL.COM">TIQUALADSON@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	REGISTERED NURSE HIGHSMITH RAINEY	COLLEGE LISTED
MCARTHUR-STRONG, BRENDA (B/F) 3822 BRIARGATE LANE FAYETTEVILLE NC 28314 864-5087/424-0894 <a href="mailto:BMCARHURSTRONG@NCCUMC.ORG">BMCARHURSTRONG@NCCUMC.ORG</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	PASTOR NC UNITED METHODIST	BACHELOR'S
MCNEILL, TERESA RENA (B/F) 3918 METEOR DRIVE HOPE MILLS NC 28348 568-9698/483-3648 <a href="mailto:MS.MC266@YAHOO.COM">MS.MC266@YAHOO.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	AP CLERK FAY METROPOLITAN HOUSING AUTHORITY	MPA & BA

**APPLICANTS FOR  
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 5**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
PALMER, REV DWIGHT E JR. (B/M) 1139 HELMSLEY DRIVE FAYETTEVILLE NC 28314 868-2575/476-0799/892-6405 <a href="mailto:DEPALMERJR@YAHOO.COM">DEPALMERJR@YAHOO.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	GENERAL SALES MANAGER DORMAN CADILLAC-GMC	BA MBA
PARKER, CONNIE F. (B/F) 3573 CASTLEFIELD LANE FAYETTEVILLE NC 28306 910-977-7605/910-860-5657 <a href="mailto:CONNIEPARKER4547@GMAIL.COM">CONNIEPARKER4547@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: HUD HOUSING LEADERSHIP COUNSELING <b>CATEGORY: GENERAL PUBLIC</b>	SALES ASSOCIATE CHOO CHOO HOMES	ASSOCIATES DEGREE
SATO, SONJA (W/F) 314 HOMEWOOD STREET FAYETTEVILLE NC 28306 910-707-9605 <a href="mailto:SONJALSATO@YAHOO.COM">SONJALSATO@YAHOO.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	RETIRED STUDENT	MASTERS STUDENT BACHELORS-SOCIAL SCIENCES
SMITH, ANITA (B/F) 410 MINNOW COURT FAYETTEVILLE, NC 28312 316-8884/272-1545 <a href="mailto:ANITAREE72@GMAIL.COM">ANITAREE72@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	SENIOR CLAIM ANALYST EASTPOINTE HUMAN SERVICES	ASSOCIATES DEGREE



**APPLICANTS FOR  
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE Page 6**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
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WALLACE, CHRISTEL (B/F) 2109 ELVIRA ST APT 906 FAYETTEVILLE, NC 28303 676-0379/483-6869	CARE COORDINATOR ASSISTANT CUMBERLAND HEALTHNET	BA
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[CWALLACE@CUMBERLANDHEALTHNET.ORG](mailto:CWALLACE@CUMBERLANDHEALTHNET.ORG)

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

**CATEGORY: GENERAL PUBLIC**

WILLIAMS, WESTANA BAGGETT (B/F) 734 ELDERBERRY DRIVE FAYETTEVILLE NC 910-308-5406/910-615-5406	PAYER RELATIONS COORDINATOR CAPE FEAR VALLEY	BS & MBA
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[WESTANAWARREN@GMAIL.COM](mailto:WESTANAWARREN@GMAIL.COM)

Graduate-County Citizens' Academy: YES  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: YES  
Graduate-other leadership academy: CITY OF FAYETTEVILLE'S CITIZENS ACADEMY

**CATEGORY: GENERAL PUBLIC**



## CLERK TO THE BOARD OF COMMISSIONERS

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/2/2019**

**SUBJECT: NURSING HOME ADVISORY BOARD (7 VACANCIES)**

#### BACKGROUND

The Nursing Home Advisory Board has the following seven (7) vacancies:

Niokie Cunningham – Resigned.

The Nursing Home Advisory Board recommends **Christell Wallace** to fill the unexpired term. (See attached)

**Rhonnisha Rivers** – completed initial term. Eligible for reappointment. The Nursing Home Advisory Board recommends the reappointment of Ms. Rivers. (See attached)

**Dorothy McNeil** – completed initial term. Eligible for reappointment. The Nursing Home Advisory Board recommends the reappointment of Ms. McNeil. (See attached)

Benikka Elliott – Resigned.

The Nursing Home Advisory Board recommends **Westana Williams**. (See attached)

**Florence McEachern** – completing initial term on 10/31/19. Eligible for reappointment. The Nursing Home Advisory Board recommends the reappointment of Ms. McEachern. (See attached)

**Angela Stewart** – completed initial term. Eligible for reappointment. The Nursing Home Advisory Board recommends the reappointment of Ms. Stewart. (See attached)

Katherine Marable – Resigned.

The Nursing Home Advisory Board recommends **Connie Parker**. (See attached)

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

**RECOMMENDATION / PROPOSED ACTION**

**Nominate individuals to fill the seven (7) vacancies above.**

**ATTACHMENTS:**

Description

Nursing Home Advisory Board Nomination Backup Information

Type

Backup Material

### **Nursing Home Advisory Board**

The Nursing Home Advisory Board serves the residents of long term care facilities within the county. The committee members are responsible for maintaining the intent of the Residents' Bill of Rights, promoting community involvement in the homes, and providing public education on long term care issues.

**Statutory Authorization:** NCGS 131E-128

#### **Member Specifications:**

11 Members

**Term:** 3 Years (Members serve an initial one-year term, after which they may be appointed to a three-year term.)

**Compensation:** None

#### **Duties:**

- Visits to assigned nursing homes each quarter to include completion of a quarterly report by each subcommittee;
- Promotes community involvement in facilities;
- Promotes community education and awareness of the needs of the aging in facilities;
- Serves as a resource of volunteers;
- Become aware of conditions in facilities and assists grievance processes.

**Meetings:** Third Thursday of the last month of each quarter at 10:00 AM. There is an initial training period of 15 hours to include study of a committee handbook and orientation visits to long-term care facilities. Additional training of 10 hours per year is required. Visits in the assigned facilities are of the utmost importance in the participation on this committee. A commitment of at least one day per quarter to visit facilities and 4 hours per quarter for business and training meetings.

**Meeting Location:** Various nursing homes in Cumberland County

## Kellie Beam

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**Subject:** Appointment for Nursing Home Advisory Board

**From:** Kareem Strong <kstrong@mccog.org>  
**Sent:** Sunday, September 8, 2019 8:13 AM  
**To:** Kellie Beam <kbeam@co.cumberland.nc.us>  
**Subject:** Appointment for Nursing Home Advisory Board

Good Morning Kellie,

The Nursing Home Advisory Board recommends the following individuals for reappointment: Rhonnisha Rivers, Dorothy McNeil, Florence McEachern and Angela Stewart. They have all indicated they will serve another term.

The Nursing Home Advisory Board recommends Christell Wallace to replace Nioke Cunningham, Westana Williams to replace Benikka Elliott, and Connie Parker to replace Katherine Marable. These applicants have completed the required training.

Thank you.

Sincerely,

Kareem R. Strong, MPA  
Certified Regional LTC Ombudsman  
Mid-Carolina Area Agency on Aging  
Cell: (910) 489-6529  
Office: (910) 323-4191 x 25  
Fax: (910) 323-9330  
website: <http://www.mccog.org/>



NURSING HOME ADVISORY BOARD  
3 Year Term  
(Initial Appointment One Year)

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
Laura Hardy 6720 Willowbrook Dr #1 Fayetteville, NC 28314 224-7255/867-6857	11/17	1st	Nov/20 11/30/20	Yes
<b>VACANT (Vacated by N. Cunningham)</b>	8/17	1st	Aug/20 8/31/20	Yes
<b>VACANT (Vacated by B. Elliott)</b>	9/18	Initial	Sept/19 9/30/19	Yes
Keith Howard 7809 Gallant Ridge Dr Fayetteville, NC 28314 910-494-3736	3/19	2 <sup>nd</sup>	Mar/22 3/31/22	No
Brenda McArthur-Strong 3822 Briargate Lane Fayetteville, NC 28314 910-864-5087	8/17	1st	Aug/20 8/31/20	Yes
<b>VACANT (Vacated by K. Marable)</b>	9/18	Initial	Sept/19 9/30/19	Yes
Diane Wheatley 9774 Ramsey Street Linden, NC 28356 910-728-7126 (cell)	11/17	1st	Nov/20 11/30/20	Yes
Rhonnisha Rivers 7774 S. Shield Drive Fayetteville, NC 28314 <a href="mailto:Rnrivers07@gmail.com">Rnrivers07@gmail.com</a> 988-7835/615-8086	9/18	Initial	Sept/19 9/30/19	Yes

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
Dorothy McNeil 821 Oakcrest Drive Fayetteville, NC 28301 822-3152/483-6505/489-8849	9/18	Initial	Sept/19 9/30/19	Yes
Florence McEachern 3933 Tasha Drive Hope Mills, NC 28348 867-2829/322-0923 <a href="mailto:Florence.mceachern@gmail.com">Florence.mceachern@gmail.com</a>	10/18	Initial	Oct/19 10/31/19	Yes
Angela Stewart 7016 Kings Lynn Loop Fayetteville, NC 28304 491-1222/286-7746	9/18	Initial	Sept/19 9/30/19	Yes

CONTACT: Kareem Strong, Mid-Carolina Area Agency on Aging  
P. O. Box 1510  
Fayetteville, NC 28302  
Phone: 323-4191, ext. 25

3<sup>rd</sup> Thursday of the last month of each quarter (March, June, September and December) at 10:00 AM - at various nursing homes in the county.

**APPLICANTS FOR  
NURSING HOME ADVISORY BOARD**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
HOLLOMAN, GWEN (-/-) 721 EDGEHILL DRIVE FAYETTEVILLE NC 28314 910-868-1691 <a href="mailto:GHOLL80180@AOL.COM">GHOLL80180@AOL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	RETIRED FROM VA MEDICAL CENTER	BACHELORS MASTERS-EDUCATION
MOMODU, KINGSLEY (B/M) 6806 SOUTH STAFF ROAD FAYETTEVILLE NC 28306 910-401-2616/443-762-1987/910-568-5669 <a href="mailto:KOMOMODU@YAHOO.CO.UK">KOMOMODU@YAHOO.CO.UK</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	DENTIST BRITE CARE DENTAL	SCHOOL OF DENTISTRY
PARKER, CONNIE F. (B/F) 3573 CASTLEFIELD LANE FAYETTEVILLE NC 28306 910-977-7605/910-860-5657 <a href="mailto:CONNIEPARKER4547@GMAIL.COM">CONNIEPARKER4547@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: HUD HOUSING LEADERSHIP COUNSELING <b>CATEGORY: GENERAL PUBLIC</b>	SALES ASSOCIATE CHOO CHOO HOMES	ASSOCIATES DEGREE
WALLACE, CHRISTEL (B/F) 2109 ELVIRA STREET APT 906 FAYETTEVILLE NC 28303 676-0379/483-6869 <a href="mailto:CWALLACE@CUMBERLANDHEALTHNET.ORG">CWALLACE@CUMBERLANDHEALTHNET.ORG</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	CARE COORDINATOR ASSISTANT CUMBERLAND HEALTHNET	BA

**APPLICANTS FOR**  
**NURSING HOME ADVISORY BOARD PAGE 2**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
WILLIAMS, WESTANA BAGGETT (B/F) 734 ELDERBERRY DRIVE FAYETTEVILLE NC 910-308-5406/910-615-5406 <a href="mailto:WESTANAWARREN@GMAIL.COM">WESTANAWARREN@GMAIL.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: CITY OF FAYETTEVILLE'S CITIZENS ACADEMY	PAYER RELATIONS COORDINATOR CAPE FEAR VALLEY	BS & MBA

***CATEGORY: GENERAL PUBLIC***



## CLERK TO THE BOARD OF COMMISSIONERS

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2019

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/2/2019**

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

#### **BACKGROUND**

At their September 16, 2019 meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Board of Adjustment:

**NOMINEE(S)**

Alternate Member:

**Linda Amos** (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
Nathan Galbreath (W/M) 230 Nandina Court Fayetteville, NC 28311 815-990-8393/570-9250	9/19	1st	Sept/22 9/30/22	Yes
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
<b>VACANT</b> (Vacated by N. Galbreath)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: Betty Lynd, Planning & Inspections Department, 678-7603