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

**BOARD OF COMMISSIONERS**

**MEMORANDUM**

TO: Finance Committee Members (Commissioners Council, Faircloth and Keefe)  
FROM: Candice H. White, Clerk to the Board  
DATE: October 27, 2017  
SUBJECT: Finance Committee Regular Meeting – Thursday, November 2, 2017

**There will be a regular meeting of the Finance Committee on Thursday, November 2, 2017 at 9:30 AM in Room 564 of the Cumberland County Courthouse.**

**AGENDA**

1. Approval of Minutes – October 5, 2017 Regular Meeting **(Pg. 2)**
2. Consideration of Engaging Outside Legal Counsel for DSS for Children's Services **(Pg. 9)**
3. Consideration of Health Department New Clinical Services Fees **(Pg. 33)**
4. Consideration of Funding Agreement with Cumberland County School System **(Pg. 35)**
5. Update on Public Safety Task Force **(Pg.37 )**
6. Monthly Financial Report **(Pg. 38)**
7. Monthly Health Insurance Report **(Pg. 42)**
8. Other Items of Business **(NO MATERIALS)**

cc: Board of Commissioners; County Administration; Vicki Evans, Finance Director; Tammy Gillis, Director of Internal Audit and Wellness Services; County Legal; County Department Head(s); Sunshine List

CUMBERLAND COUNTY FINANCE COMMITTEE  
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564  
OCTOBER 5, 2017 – 9:30 AM  
REGULAR MEETING MINUTES

MEMBERS PRESENT: Commissioner Marshall Faircloth, Chairman  
Commissioner Jeannette Council  
Commissioner Jimmy Keefe

OTHERS: Melissa Cardinali, Assistant County Manager  
Tracy Jackson, Assistant County Manager  
Duane Holder, Assistant County Manager  
Rick Moorefield, County Attorney  
Deborah Shaw, Budget Analyst  
Heather Harris, Budget Analyst  
Ivonne Mendez, Accounting Supervisor  
Tammy Gillis, Director of Internal Audit and Wellness Services  
Jeffrey Brown, Engineering and Infrastructure Director  
Nedra Rodriquez, Workforce Development Director  
Geneve Mankel, Communications and Outreach Coordinator  
Candice H. White, Clerk to the Board

Commissioner Faircloth called the meeting to order.

1. APPROVAL OF MINUTES – SEPTEMBER 7, 2017 REGULAR MEETING OF FINANCE/AUDIT COMMITTEE

MOTION: Commissioner Keefe moved to approve the minutes of the September 7, 2017 regular meeting of the Finance Committee.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

2. CONSIDERATION OF REQUEST TO AMEND THE CONTRACT WITH RESCARE FOR WORKFORCE SERVICES

BACKGROUND:

Cumberland County receives annual funding from the state to provide workforce development services through the Workforce Innovation & Opportunity Act (WIOA). These services are contracted to ResCare Workforce Services, who participate as an integrated team-member at the Cumberland County NCWorks Career Center. The current contract period ends November 30, 2017. The Workforce Development Board voted to extend the current contract through June 30, 2018 and to award additional funds of \$1,680,414 which is broken down further into smaller amounts as follows: \$357,423 for Adult Services, \$493,853 for Dislocated Worker Services, \$468,363 for National Dislocated Worker Services, \$90,194 for In-School Youth Services, and

# DRAFT

\$270,581 for Out-of-School Youth Services. These funds are necessary to continue the existing services provided by ResCare Workforce Services through the end of the contract period.

**RECOMMENDATION/PROPOSED ACTION:**

The Workforce Development Board and staff recommend approval of extension of the contract through June 30, 2018 with an additional \$1,680,414 to ResCare Workforce Services for all program areas (i.e., Adult, Dislocated Worker, In-School Youth, and Out-of-School) and to authorize the County Manager to execute the contract amendment.

\*\*\*\*\*

Nedra Rodriquez, Workforce Development Director, reviewed the background information recorded above. Ms. Rodriquez stated the request is to extend the current service provider for the adult dislocated worker and youth program to June 30, 2018 and to add \$1.6 million to the contract to provide those services. Ms. Rodriquez also stated the contract as approved November 7, 2016 contained a clause that the contract could be extended for two additional one year periods with this request being for the first extension. Commissioner Faircloth asked whether the funds had been budgeted or represented new money. Ms. Rodriquez stated the funds were budgeted.

**MOTION:** Commissioner Council move to approve extension of the contract through June 30, 2018 with an additional \$1,680,414 to ResCare Workforce Services for all program areas and to authorize the County Manager to execute the contract amendment.

**SECOND:** Commissioner Keefe

**VOTE:** UNANIMOUS (3-0)

### 3. CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE CITY OF FAYETTEVILLE TO ADDRESS HOMELESSNESS

**BACKGROUND:**

The City of Fayetteville through its Community Development Director, Victor Sharpe, is requesting consideration of an interlocal agreement to address homelessness. The agreement calls for the following:

1. Provide community-wide programs and services to address homelessness
2. Formation of a Homeless Committee that will meet regularly and develop strategies to address homelessness
3. Continue joint funding of a Homeless Management Information System (HMIS) Data and Evaluation Analyst which shall be an employee of the County, and associated programs and services

**RECOMMENDATION/PROPOSED ACTION:**

Staff recommends approval to move this on to the full Board of Commissioners as a regular item of business at a future meeting.

NORTH CAROLINA

INTERLOCAL AGREEMENT BETWEEN  
CUMBERLAND COUNTY AND THE CITY

# DRAFT

CUMBERLAND COUNTY

OF FAYETTEVILLE TO ADDRESS HOMELESSNESS

*Approved by the Cumberland County Board of Commissioners* \_\_\_\_\_

*Approved by the Fayetteville City Council* \_\_\_\_\_

This interlocal agreement is made pursuant to Article 20, Chapter 160A of the General Statutes of North Carolina by and between Cumberland County, a body corporate and politic and a political subdivision of the State of North Carolina, and the City of Fayetteville, a municipal corporation existing under the laws of the State of North Carolina.

WITNESSETH:

Whereas, the parties have funded programs and services to address homelessness by their respective community development agencies for a number of years; and

Whereas, the parties desire to establish a partnership that addresses homelessness through the formation of an advisory committee, appropriate programs and services, and the hiring of a Data & Evaluation Analyst, to be jointly funded by the parties and assigned to the Cumberland County Community Development Department.

Now therefore, in consideration of the mutual covenants set forth herein, and pursuant to the specific authority granted to them by Article 20, Chapter 160A of the General Statutes of North Carolina, the parties agree as follows:

(1) The purpose of this agreement is for the parties to jointly undertake the provision of community-wide programs and services that address homelessness.

(2) The duration of the agreement shall be for so long as the parties maintain the aforementioned personnel for the purpose of providing programs and services to address homelessness (the “undertaking”).

(3) A Homeless Committee consisting of a member of City Council, a member of the County Commissioners, an Assistant County Manager, Governmental Affairs Officer, Deputy City Manager, Chairman of the Cumberland County Continuum of Care (CoC), City and County Community Development Directors, and the Data & Evaluation Analyst will meet regularly to

coordinate and develop strategies to address homelessness through community-wide programs and services.

(4) The Data & Evaluation Analyst shall be an employee of Cumberland County and shall report to the Community Development Director for Cumberland County.

(5) The parties will jointly fund the Data & Evaluation Analyst and associated programs and services in a sufficient amount to cover all the costs incurred by it necessary to the execution of the undertaking in accordance as budgeted and approved by the parties.

(6) This agreement may be amended at any time by the execution of an amendment approved by the governing boards of both parties.

(7) This agreement may be terminated at the end of any fiscal year by the vote of either governing board with written notice of such termination being given to the other governing board at least sixty (60) days prior to the date of termination.

This interlocal agreement has been approved by the governing board of each party and entered into the minutes of the meeting at which such action was taken as indicated above.

\*\*\*\*\*

Tracy Jackson, Assistant County Manager, reviewed the background information recorded above and stated communication with Community Development Director Victor Sharpe indicates the Fayetteville City Council is wanting to move forward with an agreement. Mr. Jackson stated the agreement changes; initially there were funding stipulations and specific actions being sought by the City. Mr. Jackson stated the agreement now appears to be more straightforward in terms of continued cost sharing for a Data Analyst to look at the HMIS and to move forward in more of a partnership to discuss and address homeless issues.

Commissioner Keefe stated he felt this would be appropriate for discussion by the Fayetteville Cumberland County Liaison Committee before coming to the full Board. In response to a question posed by Commissioner Faircloth, Melissa Cardinali, Assistant County Manager, confirmed the county has put \$100,000 into the operating budget each year. Mr. Jackson stated the cost for the employee is shared. Commissioner Keefe asked what had been accomplished other than putting the Data Analyst in place. Mr. Jackson stated as the City and County Community Development departments work together and as they see needs, they attempt to address the needs with funding that is available. Commissioner Keefe asked whether there was a long-term plan. Mr. Jackson stated it is currently short-term and the consideration is whether the City and County are ready to move forward with a different arrangement. Discussion followed. Commissioner Keefe stated even if this comes before the full Board, he wants it to go the Fayetteville Cumberland County Liaison Committee. Commissioner Faircloth stated he felt the agreement should move forward to the full Board at the October 16 meeting; should it not pass, it can be referred to the Fayetteville Cumberland County Liaison Committee; if it does pass, at least there will be an agreement that can be tweaked later as desired.

## 4. MONTHLY FINANCIAL REPORT

### BACKGROUND:

Finance staff continue to work toward closing fiscal year 2017 and audit work completion. The presentation of the comprehensive annual financial report (CAFR) is expected to occur during the December 18, 2017 Board meeting.

The most recent financial data for fiscal year 2017 shows very similar results as compared with the monthly report for the 13<sup>th</sup> period provided during the September Finance Committee meeting. As a note, sales tax did come in about a half million dollars above budget, or 1.2 percent above budget.

### RECOMMENDATION/PROPOSED ACTION:

No action needed – for information purposes only.

\*\*\*\*\*

Ms. Cardinali reviewed the background information recorded above and stated there is really not much change from the prior month's report. Ms. Cardinali stated property tax did not change much from the last report and although the expenditure side is not yet known, a complete report is expected to be provided at the December 18, 2017 Board meeting.

## 5. MONTHLY HEALTH INSURANCE REPORT

### BACKGROUND:

Only two months into Fiscal Year 2018, health insurance claims are relatively flat. The average monthly claims are trending about 4% below Fiscal Year 2017.

The graphs recorded below are provided as an aid to the analysis.

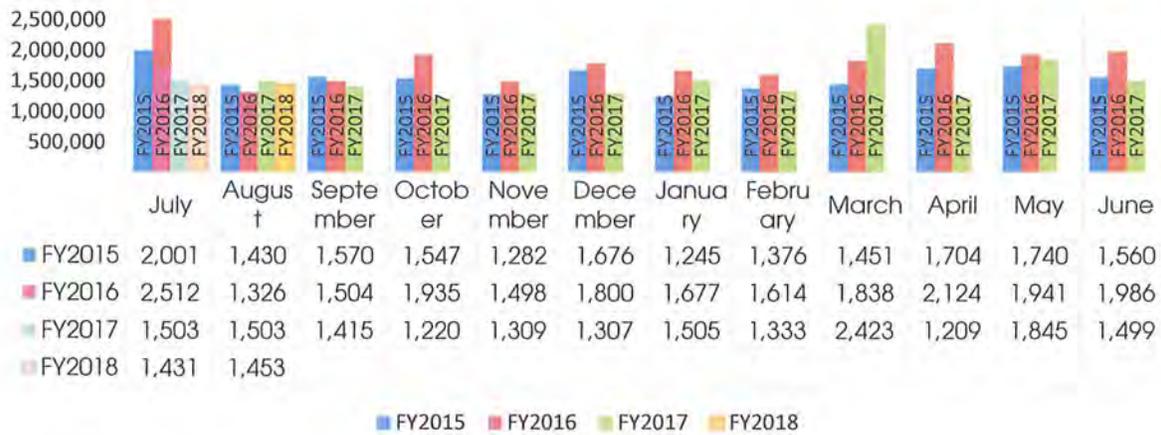
### RECOMMENDATION/PROPOSED ACTION:

No action needed – for information only.

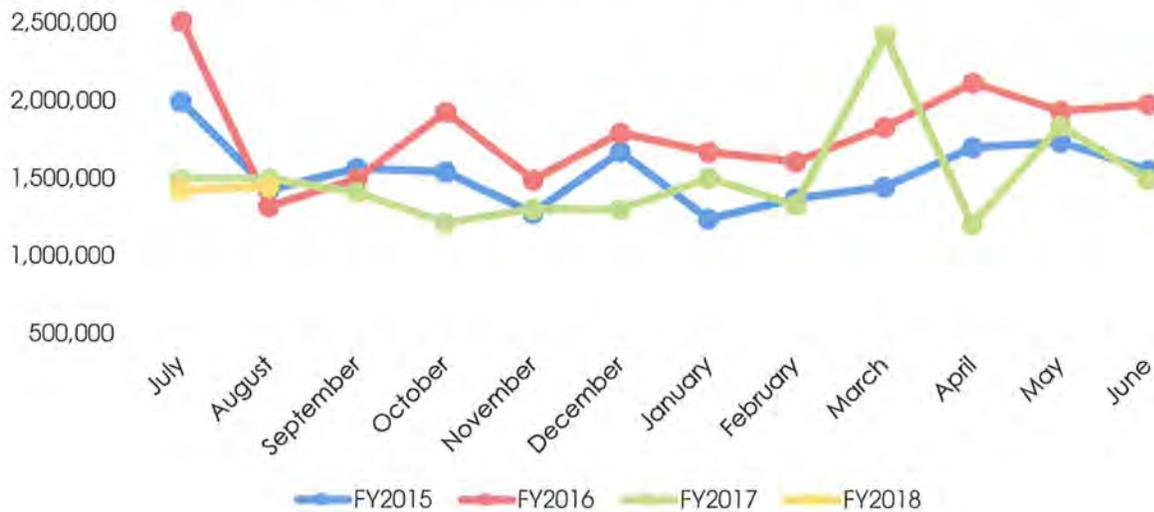
\*\*\*\*\*

Ms. Cardinali briefly reviewed the graphs recorded below depicting monthly insurance claims for FY15 – FY 18 and stated July and August claims activity is basically a flat line which is good news when considering past claims activity. Ms. Cardinali stated this reporting is still a work in progress and the goal for the October or first quarter is to broaden the view of the health insurance fund.

## Monthly Insurance Claims FY15-FY18



## Monthly Insurance Claims FY15 - FY18



Tammy Gillis, Director of Internal Audit and Wellness Services, stated the Weight Watchers at Work Program that began June, 2016 reported for the fifteen-month period that employees lost a collective total of 4,700 pounds with an average loss per person of 30 pounds. Ms. Gillis stated some employees have lost as much as 100 pounds and at least 50 employees have participated in all sessions and are still working on their weight loss. Ms. Gillis stated some employees have reported a decrease in blood pressure and cholesterol numbers and a lot have been able to come off their medication. Ms. Gillis stated this has been a very successful program and thanked the Board for allowing the program to continue.

6. OTHER ITEMS OF BUSINESS

Commissioner Keefe referenced a recent newspaper article about the school funding agreement and asked staff to compile up-to-date numbers for enrollment, expenses, administration and county and state participation. Commissioner Faircloth stated school funding will be the Finance Committee's November agenda. In response to a question, Ms. Cardinali stated four years ago the agreement was approved in the February timeframe so it was in place prior to both entities beginning their respective budget processes. A brief discussion followed.

There being no further business, the meeting adjourned at 10:11 a.m.

BRENDA REID JACKSON

Director

ASSISTANT DIRECTORS

Bobbie Redding  
Legal Services

Crystal Black  
Adult Services

Sandy Connor  
Children's Services



ITEM NO. 2

SECTION CHIEFS

Sharon McLeod  
Children's Services

Vivian Tookes  
Economic Services

Vacant  
Adult Services

John Nalbene  
Business Operations



DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR THE COUNTY FINANCE COMMITTEE

November 2, 2017 – AGENDA

MEMORANDUM

**TO:** County Finance Committee Members

**FROM:** Brenda Reid Jackson, CCDSS Director *BRJ*

**DATE:** October 23, 2017

**SUBJECT:** CONSIDERATION OF ENGAGING OUTSIDE LEGAL COUNSEL FOR DSS FOR CHILDREN'S SERVICES

**Presenter:** Brenda Reid Jackson, CCDSS Director

**Estimate of Time Needed:** 10 Minutes

BACKGROUND:

The overriding and primary need for this contract is to have a knowledgeable and capable attorney to handle the many cases being appealed from Juvenile Court to the North Carolina Court of Appeals. Cases are being appealed in record numbers. Seven cases are pending. Every case must be professionally addressed meeting stringent Court of Appeals requirements. These cases are time consuming with drop dead deadlines. These cases are decided on the written, not oral argument. They required research, extensive knowledge of the law, and excellent writing ability which allows this work to be managed remotely. When time allows, this contract attorney would be able to assist with legal research, termination of parental rights petitions and other legal duties as assigned.

PROPOSED ACTION:

We respectfully request your approval to contract with Elizabeth Gurnee in the amount of \$40,000 (not to exceed 32 hours per week) effective December 1, 2017 through June 30, 2018. Ms. Gurnee

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

has a record of successful appeals for this agency. At this time, no other Cumberland County Department of Social Services attorney can take on this added work.

BRJ/dmk

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

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

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and Elizabeth Gurnee, Attorney at Law as follows:

1. The contractor is  
 an individual  
 a corporation  
 a limited liability company  
 a unit of local government  
 other: \_\_\_\_\_). (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is 370 Confluence Ave Durango CO 81301  
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?  
 Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)  
 No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

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

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

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

Certified by \_\_\_\_\_ for the contractor stated above.

Signature:

Elizabeth Gurnee

Date Submitted:

10/10/17

Effective Date 07/01/2015

**Contract # \_\_\_\_\_ Fiscal Year Begins December 1, 2017 Ends June 30, 2018**

This contract is hereby entered into by and between the Cumberland County Department of Social Services (the "County") and Elizabeth Gurnee, Attorney at Law (the "Contractor") (referred to collectively as the "Parties"). Contractor's federal tax identification number is on file with the Cumberland County Finance Department.

- 1. Contract Documents:** This Contract consists of the following documents:
- (1) This contract
  - (2) The General Terms and Conditions (Attachment A)
  - (3) The Scope of Work, description of services, and rate (Attachment B)
  - (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
  - (5) Conflict of Interest (Attachment D)
  - (6) No Overdue Taxes (Attachment E)
  - (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
  - (8) Federal Certification Regarding Lobbying (Attachment G) – NOT REQUIRED
  - (9) Federal Certification Regarding Debarment (Attachment H) – NOT REQUIRED
  - (10) Certification of Transportation (Attachment J) – NOT REQUIRED
  - (11) *If applicable*, IRS federal tax-exempt letter or 501 (c) (Attachment K) – NOT REQUIRED
  - (12) Certain Reporting and Auditing Requirements (Attachment L) – NOT REQUIRED
  - (13) State Certification (Attachment M)
  - (14) *If applicable*, HIPAA Business Associate Addendum
  - (15) Iran Divestment and E-Verify Certification

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

- 2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on December 1, 2017 and shall terminate on June 30, 2018. This contract must be twelve months or less.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$40,000.00. This amount consists of \$16,000.00 in Federal funds, \$3,600.00 in State Funds, \$20,400.00 in County funds, \$0.00 TANF/MOE.

a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$40,000.00.

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

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

**For the County:**

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

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Elizabeth Gurnee, Attorney at Law Company Name: Elizabeth Gurnee, Attorney at Law Mailing Address: 370 Confluence Ave City State Zip: Durango, CO 81301  Telephone: 910-670-2978 Fax: 970-828-1345 Email: elizabethgurnee@gmail.com	Name & Title: Company Name: Street Address: City State Zip:

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

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

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

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

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

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

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

**CONTRACTOR:**

Elizabeth Gurnee  
Signature

10/10/17  
Date

Elizabeth Gurnee  
Printed Name

Attorney at Law  
Title

**COUNTY:**

Brenda Reid Jackson  
Signature

10-23-17  
Date

Brenda Reid Jackson  
Printed Name

Director  
Title

By: \_\_\_\_\_  
Glenn B. Adams, Chairman  
Cumberland County Board of Commissioners

\_\_\_\_\_  
Date

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

Approved for Legal Sufficiency:

By: \_\_\_\_\_  
Vicki Evans  
County Finance Director

By: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE  
Expires: 30 June 2018  
 RENEWABLE  
 NON-RENEWABLE

## ATTACHMENT A General Terms and Conditions

### Relationships of the Parties

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

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

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

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

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

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

### Indemnity and Insurance

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

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

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

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

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

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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date

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

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

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

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

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

### Intellectual Property Rights

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

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

### Compliance with Applicable Laws

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

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

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

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

(a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service

data within one (1) hour after the breach is first discovered.

(c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

### Trafficking Victims Protection Act of 2000:

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

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

### Confidentiality

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

### Oversight

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

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim,

negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### Warranties and Certifications

**Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four-digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

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

### E-Verify

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

### Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county is

which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

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

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

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

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

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

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

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

**ATTACHMENT B – Scope of Work**

**A. CONTRACTOR INFORMATION**

- 1. Contractor Agency Name: Elizabeth Gurnee, Attorney at Law
- 2. *If different* from Contract Administrator Information in General Contract:

Address: same

Telephone Number: 910-670-2978 Fax Number: \_\_\_\_\_ Email: elizabethgurnee@gmail.com

3. Name of Program (s): Children's Services

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

5. Contractor's Financial Reporting Year January 1 through December 31

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

- 1. Handle cases appealed to the N. C. Court of Appeals and Supreme Court;
- 2. Provide advanced research needed for the Agency attorneys;
- 3. Monitor statutory changes by the Legislature for Juvenile Court requirements;
- 4. Track Court of Appeals and Supreme Court cases that impact DSS and the Juvenile Court;
- 5. Develop training modules for Social Workers based on Child First knowledge;
- 6. Assist, when needed, with other duties within her expertise as assigned.

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

C. Negotiated County Rate: N/A

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

E. Details of Billing process and Time Frames;

The County shall pay bi-weekly for services rendered at the rate of \$35.73 per hour. The total expenditures under this agreement shall not exceed \$40,000.00.

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

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

Elizabeth Gurnee  
(Signature of Contractor)

[Signature]  
(Signature of County Authorized Person)

10/10/17  
(Date Submitted)

10/23/17  
(Date Submitted)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION

Cumberland County Department of Social Services/Human Services

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

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

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

1. 1225 Ramsey Street  
(Street address)

Fayetteville, Cumberland County, NC 28301  
(City, county, state, zip code)

2. 117 Dick Street  
(Street address)

Fayetteville, Cumberland County, NC 28301  
(City, county, state, zip code)

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

**Certification Regarding Nondiscrimination**

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

Elizabeth Kennedy Gurnee  
Signature

Attorney at Law  
Title

Elizabeth Gurnee, Attorney at Law  
Agency/Organization

10/10/17  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

Approved by:

Elizabeth Gurnee, Attorney at Law  
Name of Organization

Elizabeth Kennedy Gurnee  
Signature of Organization Official

10/10/17  
Date

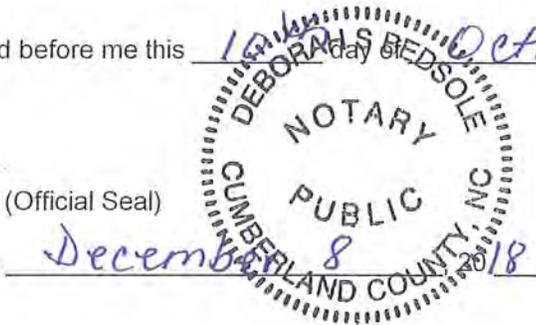
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Cumberland

I, Deborah S. Bedsole, Notary Public for said County and State, certify that Elizabeth Gurnee personally appeared before me this day and acknowledged that he/she is an Independent Attorney of Elizabeth Gurnee, Attorney at Law. and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was read and adopted/declined (circle one) by Elizabeth Gurnee.

Sworn to and subscribed before me this 10<sup>th</sup> day of October, 17.



Deborah S Bedsole  
Notary Public

My Commission expires December 8, 2018

**ATTACHMENT E - OVERDUE TAXES**

**Elizabeth Gurnee, Attorney at Law**  
370 Confluence Avenue  
Durango, CO 81301

**December 01, 2017**

**To: Cumberland County Department of Social Services/Human Services**

**Certification:**

I certify that the Elizabeth Gurnee, Attorney at Law does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143-6.2(b2) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

**Sworn Statement:**

Elizabeth Gurnee being duly sworn, says that I am an Independent Attorney respectively, of Elizabeth Gurnee, Attorney at Law of Fayetteville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Elizabeth Gurnee  
Independent Attorney

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



My Commission Expires: 12-8-2018

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

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Cumberland County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Elizabeth Gurnee  
Signature

Attorney at Law  
Title

Elizabeth Gurnee, Attorney at Law  
Agency/Organization

10/10/17  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT M

### State Certification

#### Contractor Certifications Required by North Carolina Law

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

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

#### Certifications

- (1) Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:
- Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

- (4) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

**Elizabeth Gurnee, Attorney at Law**

Contractor's Name	
<i>Elizabeth Kennedy-Gurnee</i>	<i>10/10/17</i>
Signature of Contractor's Authorized Agent	Date
<i>Elizabeth Kennedy-Gurnee</i>	<i>owner</i>
Printed Name of Contractor's Authorized Agent	Title
<i>Jasmen Lima</i>	<i>Accounting Technician II</i>
Signature of Witness	Title
<i>Jasmen Lima</i>	<i>10/10/17</i>
Printed Name of Witness	Date

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

Cumberland County Department of Social Services/Human Services

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

This Agreement is made effective the 1st day of December 2017, by and between Cumberland County Department of Social Services ("Covered Entity") and Elizabeth Gurnee, Attorney at Law ("Business Associate") (collectively the "Parties").

**1. BACKGROUND**

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

**2. DEFINITIONS**

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

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

**3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the

same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Cumberland County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Cumberland County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

#### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

#### 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

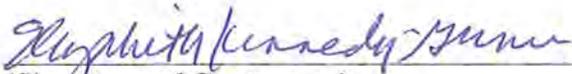
- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

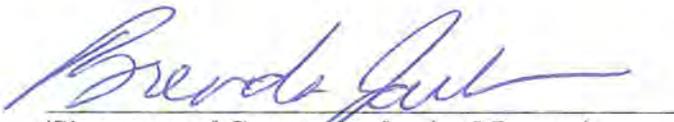
**Effect of Termination.**

- 4) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 5) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**6. GENERAL TERMS AND CONDITIONS**

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

  
(Signature of Contractor)

  
(Signature of County Authorized Person)

10/10/17  
\_\_\_\_\_  
(Date Submitted)

10-23-17  
\_\_\_\_\_  
(Date Submitted)



CONTRACT #: \_\_\_\_\_

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

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

Company Name: Elizabeth Gurnee, Attorney at Law

Elizabeth Gurnee  
Authorized Signer

Date 10/10/17



**CUMBERLAND  
COUNTY**  
NORTH CAROLINA

**DEPARTMENT OF PUBLIC HEALTH**

**MEMO FOR THE AGENDA OF THE NOVEMBER 2, 2017  
REGULAR MEETING OF THE FINANCE COMMITTEE**

**TO:** Finance Committee Members  
**FROM:** Rodney Jenkins, Interim Health Director  
**THROUGH:** Duane Holder, Assistant County Manager  
**DATE:** October 25, 2017  
**SUBJECT:** Approval of proposed new clinical services  
Requested by: Rodney Jenkins, Interim Health Director  
Presenter(s): Candice York, Accountant

Estimate of Committee Time Needed: 5 minutes

**BACKGROUND**

The Board of Health approved proposed new clinical services at their meeting, October 17, 2017.

The Department of Public Health has partnered with Stedman-Wade Health Services, Inc. to resume Adult Health and Dental services beginning Oct. 3. New clinical services will be provided which will benefit the Cumberland County citizens. Please see fees below.

Incision & Drainage of Abscess (Simple or Single)	\$ 80.14
Incision & Drainage of Abscess (Complex or Multiple)	\$ 137.99
Skin Tag Removal Up to 15	\$ 59.46
Skin Tag Removal-Next 10	\$ 14.05
Avulsion of Nail Plate	\$ 72.54
Additional Avulsion of Nail Plate	\$ 33.86
Excision of nail and Nail Matrix-Partial	\$ 157.05
Injection of small joint	\$ 41.20

Injection of intermediate joint	\$ 44.13
Injection of major joint	\$ 56.80
Measurement of Lactic Acid	\$ 13.58
CD4/CD8 Absolute Count	\$ 57.95
Bexsero-Meningococcal Group B Vaccine	\$ 185.00
Comprehensive Periodontal	\$ 60.00

**RECOMMENDATION/PROPOSED ACTION**

The Health Department recommends approval of the new clinical services fees as adopted by the Board of Health and revision of the FY18 Budget Ordinance to reflect the new fees.

cc: Candice York, CCDPH Finance Officer  
File

AMY H. CANNON  
County Manager

MELISSA C. CARDINALI  
Assistant County Manager



ITEM NO. 4

DUANE T. HOLDER  
Assistant County Manager

TRACY JACKSON  
Assistant County Manager

SALLY S. SHUTT  
Assistant County Manager



**OFFICE OF THE COUNTY MANAGER**

**MEMO FOR THE AGENDA OF THE NOVEMBER 2, 2017  
MEETING OF THE FINANCE COMMITTEE**

**TO:** FINANCE COMMITTEE

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

**DATE:** OCTOBER 25, 2017

**SUBJECT:** CONSIDERATION OF FUNDING AGREEMENT WITH  
CUMBERLAND COUNTY SCHOOL SYSTEM

**Presenter:** Melissa C. Cardinali, Assistant County Manager

**Estimate of Committee Time Needed:** 15 Minutes

**BACKGROUND:**

The current funding agreement with the Cumberland County School System (CCSS) expires June 30, 2018. This funding agreement allows both the County and CCSS to more accurately plan and prepare annual budgets. The current agreement provides CCSS revenue derived from \$0.3406 on the County's ad valorem property tax rate. It also provides that actual taxes collected above the budget are split 75% (County) / 25% (CCSS).

As discussed at the October Finance Committee meeting, the renewal of this agreement will need consideration over the next few months to ensure a timely resolution prior to the Fiscal Year 2018-19 budget process. To assist with this effort, a snapshot of information is attached.

**RECOMMENDATION/PROPOSED ACTION:**

No action needed at this time. Information is for discussion purposes and to move an agreement renewal forward by February 1, 2018.

**Cumberland County Schools K-12 Enrollment (as used for resource allotment)**

Fiscal Year	CCSS	Charter Schools	Total	% Change (Cumulative)
2012-13	51,890	263	52,153	
2013-14	51,855	410	52,265	0.21%
2014-15	50,939	628	51,567	(1.12%)
2015-16	50,662	887	51,549	(1.16%)
2016-17	50,558	1,019	51,577	(1.10%)

**Cumberland County Schools Impact Aid – (used to pay teacher supplements)**

Fiscal Year	Funds Received	% Change (Cumulative)
2012-13	\$5,834,185	
2013-14	\$4,480,986	(23.19%)
2014-15	\$4,907,172	(15.89%)
2015-16	\$4,332,425	(25.74%)
2016-17	\$4,033,227	(30.87%)

**Annual Funding from Cumberland County to CCSS**

Fiscal Year	County Funding	Cumulative Increase	% Change (Cumulative)
2012-13	\$76,220,676		
2013-14	\$76,220,676	\$0	
2014-15	\$76,982,883	\$762,207	1.00%
2015-16	\$78,345,062	\$2,124,386	2.79%
2016-17	\$79,463,109	\$3,242,433	4.25%

**Cumberland County Schools Unassigned Fund Balance**

Fiscal Year	Unassigned Fund Balance
2012-13	\$28,150,619
2013-14	\$22,640,043
2014-15	\$23,371,510
2015-16	\$28,441,184
2016-17	Not available

AMY H. CANNON  
County Manager

MELISSA C. CARDINALI  
Assistant County Manager



ITEM NO. 5

DUANE T. HOLDER  
Assistant County Manager

TRACY JACKSON  
Assistant County Manager

SALLY S. SHUTT  
Assistant County Manager



## OFFICE OF THE COUNTY MANAGER

### MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 2, 2017 MEETING OF THE FINANCE COMMITTEE

**TO:** MEMBERS OF THE FINANCE COMMITTEE

**FROM:** TRACY JACKSON, ASST. COUNTY MANAGER

**THROUGH:** AMY CANNON, COUNTY MANAGER

**DATE:** OCTOBER 25, 2017

**SUBJECT:** UPDATE ON PUBLIC SAFETY TASK FORCE

**Requested by:** Tracy Jackson, Asst. County Manager

**Presenter(s):** Tracy Jackson, Asst. County Manager

**Estimate of Committee Time Needed:** 15 Minutes

#### **BACKGROUND:**

In February of 2017, staff sought and received approval from the Board of Commissioners to re-institute the Cumberland County Public Safety Task Force (PSTF). In short order, County Management retained the services of retired Fire Chief Greg Grayson with North Carolina Fire Rescue Innovative Solutions, LLC, to facilitate the meetings and work processes of the task force. The task force has met several times since April and has discussed many important issues and concerns impacting the current and future delivery of fire services in Cumberland County. It is the goal of County Management and the Task Force to develop short- and long-term recommendations that address the funding and operations of the fire departments under contract to provide services in Cumberland County. This project is planned for completion in time for the FY19 Budget process.

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

This item is for information only, and no action is being requested.

VICKI EVANS  
Finance Director



ITEM NO. 6

ROBERT TUCKER  
Accounting Supervisor

IVONNE MENDEZ  
Accounting Supervisor

**FINANCE OFFICE**

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

**MEMO FOR THE AGENDA OF THE NOVEMBER 2, 2017  
MEETING OF THE FINANCE COMMITTEE**

**TO:** FINANCE COMMITTEE  
**FROM:** VICKI EVANS, FINANCE DIRECTOR  
**DATE:** OCTOBER 26, 2017  
**SUBJECT:** MONTHLY FINANCIAL REPORT – NEW FORMAT BEGINNING  
WITH FISCAL YEAR 18 REPORTING

**Presenter(s):** Vicki Evans, Finance Director

**Estimate of Committee Time Needed:** 5 Minutes

**BACKGROUND**

The financial report is included which shows results of the general fund for the first quarter of fiscal year 2018. Results for fiscal year ending 2017 will be added upon completion of the audit. The layout is closer in format to the Schedule of Revenues, Expenditures, and Changes in Fund Balance found in the Comprehensive Annual Financial Report.

Our goal is to provide the Committee a report that is more reader-friendly. Expenditure information is provided at the department level and at the expenditure type level. Revenue information is provided at the line level for the largest revenue sources and summarized by category for smaller revenue sources.

As always, modifications to the report can be implemented to provide you the most useful information.

**RECOMMENDATION/PROPOSED ACTION**

No action needed – for information purposes only.

*Celebrating Our Past...Embracing Our Future*

County of Cumberland  
General Fund Revenues

REVENUES	FY17-18 ADOPTED BUDGET	FY17-18 REVISED BUDGET	AS OF SEPTEMBER 30, 2017	PERCENT OF BUDGET TO DATE
Ad Valorem Taxes				
Current Year	\$ 160,312,162	\$ 160,312,162	\$ 15,356,507	9.6%
Prior Years	1,121,000	1,121,000	465,027	41.5%
Motor Vehicles	18,070,242	18,070,242	3,251,512	18.0%
Penalties and Interest	667,602	667,602	103,270	15.5%
Other	930,279	930,279	249,215	26.8%
Total Ad Valorem Taxes	<u>181,101,285</u>	<u>181,101,285</u>	<u>19,425,532</u>	<u>10.7%</u>
Other Taxes				
Sales	41,760,036	41,760,036	-	0.0%
Real Estate Transfer	700,000	700,000	261,670	37.4%
Other	1,111,500	1,111,500	171,351	15.4%
Total Other Taxes	<u>43,571,536</u>	<u>43,571,536</u>	<u>433,021</u>	<u>1.0%</u>
Unrestricted & Restricted Intergovernmental Revenues	67,300,253	68,096,560	7,904,565	11.6%
Charges for Services	12,056,608	12,066,608	2,250,678	18.7%
Other (includes Transfers In)	6,988,890	7,028,020	393,192	5.6%
Proceeds Refunding Bonds	-	23,005,000	23,005,000	100.0%
Premium on COPS Sold	-	4,285,558	4,285,557	100.0%
County Closing Contribution	-	254,736	254,735	100.0%
Lease Land CFVMC	3,714,637	3,714,637	3,474,492	93.5%
Total Other	<u>10,703,527</u>	<u>38,287,951</u>	<u>31,412,976</u>	
<b>Total Revenue</b>	<b><u>\$ 314,733,209</u></b>	<b><u>\$ 343,123,940</u></b>	<b><u>\$ 61,426,771</u></b>	<b><u>17.9%</u></b>
Fund Balance Appropriation	8,889,652	10,126,328	-	0.0%
<b>Total Funding Sources</b>	<b><u>\$ 323,622,861</u></b>	<b><u>\$ 353,250,268</u></b>	<b><u>\$ 61,426,771</u></b>	<b><u>17.4%</u></b>

County of Cumberland  
General Fund Expenditures

DEPARTMENTS	FY17-18 ADOPTED BUDGET	FY17-18 REVISED BUDGET	AS OF SEPTEMBER 30, 2017	PERCENT OF BUDGET TO DATE
Governing Body	\$ 617,587	\$ 617,587	\$ 214,520	34.7%
Administration	1,501,201	1,501,201	300,445	20.0%
Public Affairs/Education	497,199	497,199	138,603	27.9%
Human Resources	828,896	828,896	195,530	23.6%
Print, Mail, and Design	875,345	875,345	483,796	55.3%
Court Facilities	129,370	168,010	54,153	32.2%
Facilities Maintenance	2,009,030	2,110,875	976,214	46.2%
Landscaping & Grounds	607,577	607,577	150,474	24.8%
Carpentry	234,884	234,884	45,455	19.4%
Facilities Management	1,267,781	1,267,781	257,571	20.3%
Public Buildings Janitorial	710,946	710,946	355,840	50.1%
Central Maintenance	672,386	672,386	191,210	28.4%
Information Services	3,958,479	4,053,779	1,247,819	30.8%
Board of Elections	2,237,762	2,237,762	219,242	9.8%
Finance	1,201,225	1,201,225	272,355	22.7%
Legal	813,554	813,554	143,883	17.7%
Register of Deeds	2,321,099	2,761,865	931,506	33.7%
Tax	5,589,154	5,620,154	1,480,457	26.3%
Debt Service	21,464,283	49,009,577	30,423,140	62.1%
General Government Other (Includes Transfers)	7,760,465	7,707,475	2,492,973	32.3%
Sheriff	50,250,550	50,461,330	11,826,551	23.4%
Emergency Services	3,320,934	3,392,791	866,826	25.5%
Criminal Justice Pretrial	426,673	426,673	93,335	21.9%
Sobriety Court	25,000	25,000	-	0.0%
Animal Control	2,922,717	2,947,717	853,629	29.0%
Public Safety Other (Medical Examiners, NC Detention Subsidy, etc.)	1,075,666	1,075,666	797,710	74.2%
Heath	22,506,054	22,700,970	7,648,845	33.7%
Mental Health	5,452,507	5,442,207	3,047,294	56.0%

County of Cumberland  
General Fund Expenditures

DEPARTMENTS	FY17-18 ADOPTED BUDGET	FY17-18 REVISED BUDGET	AS OF SEPTEMBER 30, 2017	PERCENT OF BUDGET TO DATE
Social Services	\$ 66,425,182	\$ 67,141,445	\$ 20,519,791	30.6%
Veteran Services	385,725	385,725	88,233	22.9%
Child Support	5,044,200	5,044,200	1,097,822	21.8%
Spring Lake Resource Administration	34,332	34,332	34,332	100.0%
Library	10,530,428	10,688,865	4,067,651	38.1%
Stadium Maintenance	117,296	117,296	71,941	61.3%
Culture Recreation Other (Some of the Community Funding)	268,069	268,069	254,923	95.1%
Planning	3,446,758	3,455,653	630,001	18.2%
Engineering	510,090	510,090	111,846	21.9%
Cooperative Extension	705,596	705,596	208,747	29.6%
Location Services	447,221	447,221	61,976	13.9%
Soil Conservation	136,400	136,400	32,776	24.0%
Public Utilities	110,270	124,474	17,871	14.4%
Economic Physical Development Other	20,000	20,000	20,000	100.0%
Industrial Park	23,148	23,148	190	0.8%
Economic Incentive	548,418	585,918	28,749	4.9%
Water and Sewer	250,000	250,000	-	0.0%
Education	93,341,404	93,341,404	91,450,984	98.0%
<b>TOTAL</b>	<b>\$ 323,622,861</b>	<b>\$ 353,250,268</b>	<b>\$ 184,407,209</b>	<b>52.2%</b>

Note: \$184,407,209 includes \$90,890,072 of encumbered dollars;  
taking this into consideration percent of budget to date is 26.5%

Expenditures by Category	FY17-18 ADOPTED BUDGET	FY17-18 REVISED BUDGET	AS OF SEPTEMBER 30, 2017	PERCENT OF BUDGET TO DATE
Personnel Expenditures	\$ 136,744,346	\$ 135,660,922	\$ 25,745,699	19.0%
Operating Expenditures	157,914,300	160,974,725	127,098,397	79.0%
Capital Outlay	3,460,456	3,622,899	1,126,793	31.1%
Debt Service	21,981,176	49,526,470	30,424,390	61.4%
Transfers To Other Funds	3,522,583	3,465,252	11,930	0.3%
<b>TOTAL</b>	<b>\$ 323,622,861</b>	<b>\$ 353,250,268</b>	<b>\$ 184,407,209</b>	<b>52.2%</b>

AMY H. CANNON  
County Manager

MELISSA C. CARDINALI  
Assistant County Manager



ITEM NO. 7

DUANE T. HOLDER  
Assistant County Manager

TRACY JACKSON  
Assistant County Manager

SALLY S. SHUTT  
Assistant County Manager



**OFFICE OF THE COUNTY MANAGER**

**MEMO FOR THE AGENDA OF THE NOVEMBER 2, 2017  
MEETING OF THE FINANCE COMMITTEE**

**TO:** FINANCE COMMITTEE  
**FROM:** MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER  
**DATE:** OCTOBER 25, 2017  
**SUBJECT:** MONTHLY HEALTH INSURANCE CLAIMS UPDATE  
**Presenter:** Melissa C. Cardinali, Assistant County Manager

**Estimate of Committee Time Needed:** 5 Minutes

**BACKGROUND:**

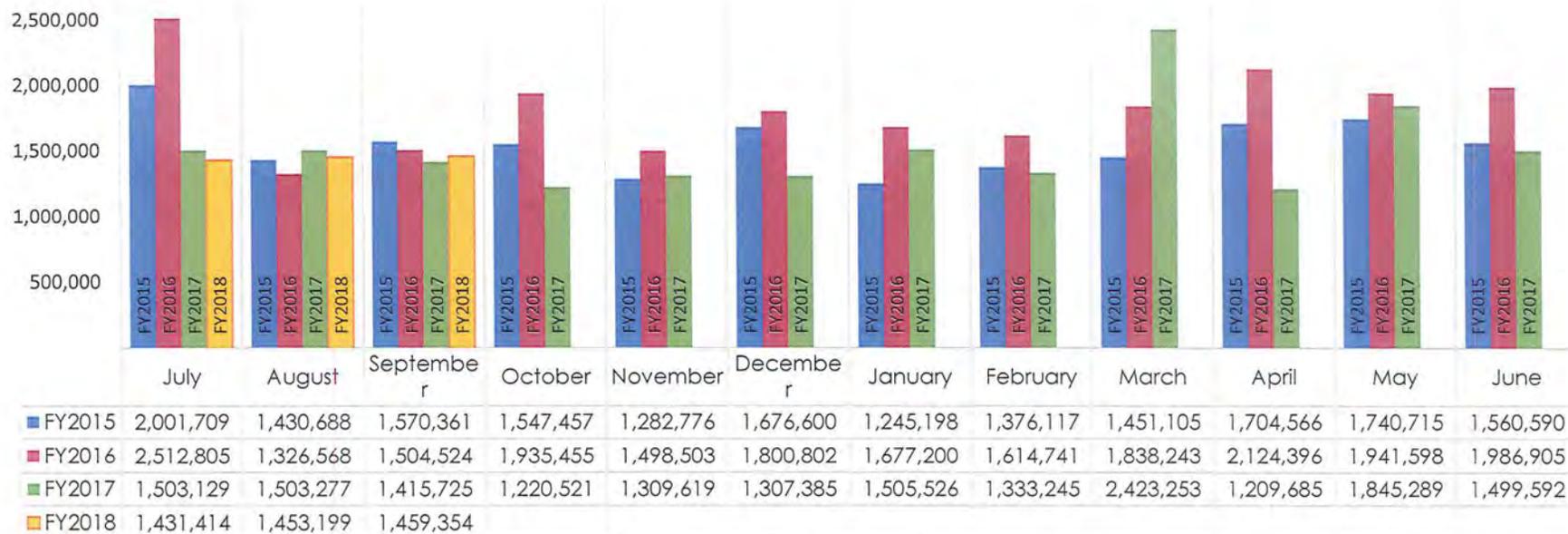
Health insurance claims remain flat as we end the first quarter of the fiscal year. The average monthly claims are trending 3.8% below Fiscal Year 2017.

The attached graphs are provided as an aid to the analysis.

**RECOMMENDATION/PROPOSED ACTION:**

No action needed – for information only.

## Monthly Insurance Claims FY15-FY18



■ FY2015 ■ FY2016 ■ FY2017 ■ FY2018

## Monthly Insurance Claims FY15 - FY18

