

---

---

**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE – ROOM 118**  
**MARCH 2, 2009**  
**9:00 AM**

---

---

INVOCATION - Commissioner Ed Melvin

Minister - Pastor Jerry Johnson, Antioch Church of God

PLEDGE OF ALLEGIANCE –

Recognition of Outgoing Board Members:

Dr. Rakesh Gupta – Cape Fear Valley Health System Board of Trustees  
Ralph Mitchell – Cape Fear Valley Health System Board of Trustees

Recognition of Retired Cumberland County Employees:

Susie Davis – Cumberland County Health Department

Special Recognition of County Employees who Participated in Preparing for the Moody's Bond Rating Presentation on Thursday, February 19, 2009.

- I. Consent Agenda
  - A. Approval of minutes for the February 16, 2009 regular meeting.
  - B. Approval of Proposed Additions to the State Secondary Road System:  
  
Castlebrooke Subdivision: Lancelot Court  
Windsor Park Subdivision: Sandcastle Lane
  - C. Approval of HOPE VI Commitment Letters.
  - D. Approval of Construction Bids for the Western Elementary Library and the Establishment of Capital Projects Budgets for the Western Elementary and Library.
  - E. Approval of Amendment to Board of Education Interlocal Agreement.

- F. Approval of Proposed Changes in the Vaccine Fees Rabies Vaccine and Zostavax (Shingles) Vaccine.
- G. Approval of Amendment #8 to Engineering Agreement with CDM for Additional Services at Ann Street Landfill.
- H. Approval of Amendment #4 to Architectural Agreement with CJM&W for Additional Services on New Public Health Center Project.
- I. Approval of Cumberland County Department of Social Services Revised 2009-2011 Work First Plan and Designation as Standard County Status.
- J. Approval of Ordinance Restricting and Reserving Parking Spaces in the Parking Lot on the North Side of the Courthouse Bounded by Person and Franklin Streets.
- K. Approval of a Proclamation Proclaiming April 19-25, 2009 as “Volunteer Week” in Cumberland County.
- L. Budget Revisions:
  - (1) Library Mother Read
 

Revision in the amount of \$5,162 to return unused funding created from vacancy in department. (B09-284) **Funding Source - State**
  - (2) Education
 

Revision in the amount of \$31,049 to appropriate fund balance for Supplemental PEG Channel Support received in previous years. (B09-286) **Funding Source –Fund Balance**
  - (3) Day Reporting
    - a. Revision in the amount of \$500 to recognize reallocation funds anticipated to receive from the State. (B09-288) **Funding Source – State**
    - b. General Government Other - Revision in the amount of \$3,000 to reallocate budgeted expenditures from contingency to cover fuel costs for remainder of fiscal year. (B09-291 and B09-291A) **Funding Source – Reallocation of Budgeted Expenditures**

## Public Hearing

2. Public Hearing for the Annual Community Transportation Program Grant for FY 2010.
3. Public Hearing to Consider Additional Refunding of All or a Portion of the County's Installment Payment Revenue Refunding Bonds, Series 2000.

## Items of Business

4. Nominations to Boards and Committees
  - A. Library Board of Trustees (1 Vacancy)
  - B. Senior Citizens Advisory Board (1 Vacancy)
5. Appointments to Boards and Committees
  - A. Adult Care Home Community Advisory Committee (1 Vacancy)  
Nominee: Jacqueline Wolfe
  - B. Equalization and Review Board (5 Vacancies)  
Nominees: Businessman: George Turner  
Farmer: Sherrill Jernigan (Moved from At-Large Position)  
At-Large: David Mack and Curt Alexander  
Homebuilder: Rodney Sherrill
  - C. Appointment of Equalization and Review Board Chairman, First Vice Chairman and Second Vice Chairman  
Nominees: Chairman: William "Bill" Holland  
First Vice Chairman: Carroll Beard, Jr.  
Second Vice Chairman: George Turner
  - D. Nursing Home Advisory Board (1 Vacancy)  
Nominee: October Morales

6. Closed Session: Personnel Matters Pursuant to  
NCGS 143-318.11(a)(6).

**RECESS BOARD OF COMMISSIONERS MEETING AND RECONVENE IN  
ROOM 564 TO DISCUSS COMMISSIONERS PRIORITIES**

**ADJOURN**

**THIS MEETING WILL BE BROADCAST LIVE ON TIME WARNER  
COMMUNITY CHANNEL 7.**

**MEETINGS: March 16, 2009 (Monday – 6:45 PM  
April 6, 2009 (Monday) - 9:00 AM  
April 20, 2009 (Monday) - 6:45 PM**

---

---

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
SUPPLEMENTAL AGENDA  
PLANNING SESSION– ROOM 564  
MARCH 2, 2009**

---

---

1. **Financial Update**
  
2. **Discussion of Commissioner Priorities**
  
3. **Other Matters**



ITEM NO. 13

## COUNTY of CUMBERLAND

James E. Martin  
County Manager

Cliff Spiller  
Assistant County Manager

Juanita Pilgrim  
Deputy County Manager

*Office of the County Manager*

Amy H. Cannon  
Assistant County Manager

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 2, 2009

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JAMES E. MARTIN, COUNTY MANAGER**

**DATE: FEBRUARY 25, 2009**

**SUBJECT: PROPOSED ADDITIONS TO THE STATE SECONDARY ROAD SYSTEM**

#### BACKGROUND

The North Carolina Department of Transportation has received petitions requesting the following streets be placed on the State Secondary Road System for maintenance (see attached):

Castlebrooke Subdivision: Lancelot Court  
Windsor Park Subdivision: Sandcastle Lane

DOT has determined that the above streets are eligible for addition to the state system.

#### RECOMMENDATION

NCDOT recommends that the above named streets be added to the State Secondary Road System. County Management concurs.

#### PROPOSED ACTION

Approve the above listed streets for addition to the State Secondary Road System.

/ct  
Attachments



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

February 16, 2009

Division Six - District Two  
Cumberland County

Mr. J. Breeden Blackwell, Chairman  
Cumberland County Board of Commissioners  
Post Office Box 1829  
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

Dear Mr. Blackwell,

This is reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

**Castlebrooke Subdivision**

- Lancelot Ct.

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

A handwritten signature in black ink that reads "Christopher W. McGee".

Christopher W. McGee, P.E.  
District Engineer

CWM:rdp





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

February 18, 2009

Division Six - District Two  
Cumberland County

Mr. J. Breeden Blackwell, Chairman  
Cumberland County Board of Commissioners  
Post Office Box 1829  
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

Dear Mr. Blackwell,

This is reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

**Windsor Park Subdivision**

- Sandcastle Lane

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

A handwritten signature in cursive script that reads "Christopher W. McGee".

Christopher W. McGee, P.E.  
District Engineer

CWM:rdp



JAMES E. MARTIN  
County Manager

JUANITA PILGRIM  
Deputy County Manager



ITEM NO. 1C

AMY H. CANNON  
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

5<sup>th</sup> Floor, New Courthouse • PO Box 1829 • Suite 512, • Fayetteville, North Carolina 28302-1829  
(910) 678-7723 / (910) 678-7726 • Fax (910) 678-7717

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 2, 2009**

**TO: BOARD OF COUNTY COMMISSIONERS**

**THRU: JUANITA PILGRIM, DEPUTY COUNTY MANAGER**

**FROM: THANENA S. WILSON,  
COMMUNITY DEVELOPMENT DIRECTOR**

**DATE: FEBRUARY 25, 2009**

**SUBJECT: CONDITIONAL LETTERS OF COMMITMENT FOR HOPE VI  
PROJECT (CAMPBELL TERRACE PHASE I AND CAMPBELL  
AVENUE SENIOR HOUSING)**

**BACKGROUND**

The Cumberland County Board of Commissioners has committed \$4 million to be used for infrastructure improvements as part of the HOPE VI revitalization plan for the Old Wilmington Road community. The attached letters are being provided to the Fayetteville Metropolitan Housing Authority (FMHA) as evidence of this commitment to secure additional funding through various sources. It is our understanding that the FMHA will arrange for the requisite work through its selected developer partner and will disburse these funds on a construction draw basis.

**RECOMMENDATION AND PROPOSED ACTION**

Staff recommends that the Board of Commissioners approve issuance of the Conditional Letters of Commitment to be executed by the County Manager.

Attachment – Conditional Letters of Commitment

/ct

CM022509-2

*Celebrating Our Past...Embracing Our Future*

JAMES E. MARTIN  
County Manager

JUANITA PILGRIM  
Deputy County Manager



CLIFF SPILLER  
Assistant County Manager

AMY H. CANNON  
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

5th Floor, New Courthouse - P.O. Box 1829 - Suite 512 • Fayetteville, North Carolina 28302-1829  
(910) 678-7723 / (910) 678-7726 • Fax: (910) 678-7717

March 2, 2009

Ms. Dawn Driggers  
Executive Director  
Fayetteville Metropolitan Housing Authority (FMHA)  
1000 Ramsey Street  
Fayetteville, NC 28301

*RE: Campbell Terrace Phase I – HOPE VI PROJECT*

Dear Ms. Driggers:

Please be advised that the Cumberland County Board of Commissioners has committed \$4 million to be used for infrastructure improvements as part of the plan to revitalize the Old Wilmington Road community. Also see attached as evidence of this commitment our letter to the U.S. Department of Housing and Urban Development (HUD) submitted with the HOPE VI application. Of the \$4 million commitment, we will provide a grant in the amount of \$924,190 for use in construction of the Campbell Terrace Phase I development. We understand that FMHA will arrange for the requisite work through its selected developer partner and will disburse these funds on a construction draw basis.

Because a portion of the funds committed for the development of Campbell Terrace Phase I may be provided from the County's HOME Investment Partnership Act (HOME) entitlement funding, this commitment is conditional and is contingent upon completion of a satisfactory environmental review as determined by the County. Upon receipt of this letter, you may undertake non-physical project activities without restriction using your own funds. However, if your funds are used for an activity that has an adverse environmental impact or limits the choice of alternatives prior to HUD's approval of the County Request for Release of Funds, the County may be unable to use HOME funds in your project.

We are very pleased that you have proposed to undertake this project to meet a critical need in our county and we are committed to helping you make this effort a reality. We look forward to working with you on this revitalization effort. If needed, you may contact Thanena Wilson, Community Development Director, at (910) 323-6112.

Sincerely,

James E. Martin  
County Manager

*Celebrating Our Past... Embracing Our Future*

JAMES E. MARTIN  
County Manager

JUANITA PILGRIM  
Deputy County Manager



CLIFF SPILLER  
Assistant County Manager

AMY H. CANNON  
Assistant County Manager

## OFFICE OF THE COUNTY MANAGER

5th Floor, New Courthouse - P.O. Box 1829 - Suite 512 • Fayetteville, North Carolina 28302-1829  
(910) 678-7723 / (910) 678-7726 • Fax: (910) 678-7717

---

March 2, 2009

Ms. Dawn Driggers  
Executive Director  
Fayetteville Metropolitan Housing Authority (FMHA)  
1000 Ramsey Street  
Fayetteville, NC 28301

*RE: Campbell Avenue Senior Housing – HOPE VI PROJECT*

Dear Ms. Driggers:

Please be advised that the Cumberland County Board of Commissioners has committed \$4 million to be used for infrastructure improvements as part of the plan to revitalize the Old Wilmington Road community. Also see attached as evidence of this commitment our letter to the U.S. Department of Housing and Urban Development (HUD) submitted with the HOPE VI application. Of the \$4 million commitment, we will provide a grant in the amount of \$326,133 for use in construction of the Campbell Avenue Senior Housing development. We understand that FMHA will arrange for the requisite work through its selected developer partner and will disburse these funds on a construction draw basis.

Because a portion of the funds committed for the development of Campbell Avenue Senior Housing may be provided from the County's HOME Investment Partnership Act (HOME) entitlement funding, this commitment is conditional and is contingent upon completion of a satisfactory environmental review as determined by the County. Upon receipt of this letter, you may undertake non-physical project activities without restriction using your own funds. However, if your funds are used for an activity that has an adverse environmental impact or limits the choice of alternatives prior to HUD's approval of the County Request for Release of Funds, the County may be unable to use HOME funds in your project.

We are very pleased that you have proposed to undertake this project to meet a critical need in our county and we are committed to helping you make this effort a reality. We look forward to working with you on this revitalization effort. If needed, you may contact Thanena Wilson, Community Development Director, at (910) 323-6112.

Sincerely,

James E. Martin  
County Manager

*Celebrating Our Past... Embracing Our Future*

JAMES E. MARTIN  
County Manager

JUANITA PILGRIM  
Deputy County Manager



CLIFF SPILLER  
Assistant County Manager

AMY H. CANNON  
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

5<sup>th</sup> Floor, New Courthouse • PO Box 1829 • Suite 512, • Fayetteville, North Carolina 28302-1829  
(910) 678-7723 / (910) 678-7726 • Fax (910) 678-7717

ITEM NO. 1Δ

**MEMORANDUM**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY H. CANNON, ASSISTANT COUNTY MANAGER** *Amy H Cannon*

**DATE: FEBRUARY 25, 2009**

**SUBJECT: APPROVAL OF CONSTRUCTION BIDS FOR THE WESTERN LIBRARY  
AND THE ESTABLISHMENT OF CAPITAL PROJECTS BUDGETS  
FOR THE WESTERN ELEMENTARY AND LIBRARY**

**BACKGROUND**

The Board of Education received bids on February 3, 2009, for the Western Elementary and Library. This project was delayed from the fall due to bonding issues with the contractor and the uncertainties of credit markets. This subsequent rebid process resulted in a savings of \$2.6M for the school and \$256,133 for the library.

Attached are budget revisions that reflect the total project costs for these facilities. The County is scheduled to sell Certificates of Participation (COPS) on March 12 to finance this project.

**RECOMMENDATION**

Accept the bid for the Western Library as submitted by the Board of Education, to be awarded to John S. Clark, Company, LLC, and approve the establishment of the capital projects for the elementary school and the library as reflected on the budget revisions.

AHC:cas

*Celebrating Our Past...Embracing Our Future*

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B09-282
Date Received	2/6/2009
Date Completed	

Fund No. 016 Agency No. 440 Organ. No. 440A  
 Organization Name: Western Regional Library

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9215	Proceeds from Sale of COPS	5,204,862	(256,133)	4,948,729
9110	Transfer from General Fund	402,962	0	402,962
Total		5,607,824	(256,133)	5,351,691

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2994	QAB	Furniture & Fixtures	745,790	0	745,790
2996	QAB	Books & Periodicals	850,500	0	850,500
3630	QAC	Capital Outlay Land	105,610	0	105,610
3700	QAA	Architect/Engineering	402,962	0	402,962
3791	QAA	Construction	2,900,000	(256,133)	2,643,867
3880	QAD	Transfer to General Fund	402,962	0	402,962
3903	QAE	Contingency	200,000	0	200,000
Total			5,607,824	(256,133)	5,351,691

**Justification:**

Revision to reduce the project budget for the new Western Regional Library by \$256,133. Due to the inability of the original contractor to obtain adequate bonding and the uncertainties of the credit markets, the project was delayed and subsequently re-bid. The new construction bid was \$256,133 less the the prior low bid. A revised Capital Project Ordinance in the amount of \$3,352,439 was approved by the Board of Education on February 10, 2008. Additional costs to furnish the library (\$1,596,290) are also included in the budget. The budget will be adjusted to reflect actual sizing of the debt issue and related issuance costs when known. (Note: The Western Regional Library and the Western Elementary School were bid as one project, however, the County has established separate capital project funds to facilitate the accounting process).

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department Head

Reviewed By: Bob Tucker Date: 2/6/09  
 Finance Department

Reviewed By: Ameyn Cannon Date: 2/25/09  
 Assistant County Mgr

<b>Approved By:</b>	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B09-283
Date Received	2/6/2009
Date Completed	

Fund No. 018 Agency No. 470 Organ. No. 4719  
 Organization Name: Western Elementary School

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9215	Proceeds from Sale of COPS	19,515,826	(2,539,438)	16,976,388
Total		19,515,826	(2,539,438)	16,976,388

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3610	SAB	Capital Outlay Equipment	500,000	100,000	600,000
3700	SAA	Architect/Engineering	913,855	56,562	970,417
3719	SAA	Water & Sewer	500,000	0	500,000
3791	SAA	Construction	17,050,000	(2,696,000)	14,354,000
3903	SAC	Contingency	551,971	0	551,971
Total			19,515,826	(2,539,438)	16,976,388

**Justification:**

Revision to reduce the project budget for the new Western Elementary School by \$2,539,438. Due to the inability of the original contractor to obtain adequate bonding and the uncertainties of the credit markets, the project was delayed and subsequently re-bid. The new construction bid was \$2,696,000 less than the prior low bid while architectural fees and equipment costs have increased \$156,562 for a net total reduction of \$2,539,438. A revised Capital Project Ordinance in the amount of \$16,976,388 was approved by the Board of Education on February 10, 2008. The budget will be adjusted to reflect actual sizing of the debt issue and related issuance costs when known. (Note: The Western Regional Library and the Western Elementary School were bid as one project, however, the County has established separate capital project funds to facilitate the accounting process).

**Funding Source:** State: \_\_\_\_\_ Federal: \_\_\_\_\_ Other: \_\_\_\_\_  
**Fund Balance:** County: \_\_\_\_\_ New: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
 Department Head

Reviewed By: Bob Tucker  
 Finance Department

Reviewed By: Arnold Cannon  
 Assistant County Mgr

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

Date: 2/6/09

Date: 2/25/09

<b>Approved By:</b>	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

JAMES E. MARTIN  
County Manager

JUANITA PILGRIM  
Deputy County Manager



CLIFF SPILLER  
Assistant County Manager

AMY H. CANNON  
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

5<sup>th</sup> Floor, New Courthouse • PO Box 1829 • Suite 512, • Fayetteville, North Carolina 28302-1829  
(910) 678-7723 / (910) 678-7726 • Fax (910) 678-7717

ITEM NO. 1E

**MEMORANDUM**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY H. CANNON, ASSISTANT COUNTY MANAGER** *Amy Cannon*

**DATE: FEBRUARY 25, 2009**

**SUBJECT: AMENDMENT TO BOARD OF EDUCATION INTERLOCAL AGREEMENT**

**BACKGROUND**

An amendment to the Board of Education Current Expense Funding Agreement has been developed to address the effects of economic development incentive agreements. This amendment applies to economic incentive agreements which provide for the County to make incentive payments to a business over a period of time based upon increased capital investment by the business. This results in an increase in the property tax base as well as incremental increases in the amount of property taxes paid by the business.

Under the original funding formula agreement, the Board of Education receives an appropriation equal to .44 cents out of the total .86 cents of property tax collections. This amendment sets forth that the Board of Education will receive their .44 cents of the **net** property tax revenue realized under the economic incentive agreement.

This amendment has been presented and approved by the Board of Education Finance Committee and their full Board.

**RECOMMENDATION**

Approve the First Amendment to the Interlocal Agreement which addresses the allocation of the net property tax revenue received under economic development incentive agreements.

AHC:cas

*Celebrating Our Past...Embracing Our Future*

**NORTH CAROLINA  
CUMBERLAND COUNTY**

**FIRST AMENDMENT TO INTERLOCAL  
AGREEMENT**

This First Amendment to that Interlocal Agreement, dated effective July 1, 2007, by and between the Cumberland County Board of Education, a body politic of the State of North Carolina, hereinafter called the BOARD OF EDUCATION, and the County of Cumberland, a body politic of said State (the 'County'), hereinafter called the BOARD OF COMMISSIONERS (the "Agreement"), is made and entered into by the BOARD OF COMMISSIONERS and the BOARD OF EDUCATION this \_\_\_\_ day of \_\_\_\_\_, 2007, and effective as of the 1<sup>st</sup> day of July, 2007;

**WITNESSETH:**

WHEREAS, the BOARD OF EDUCATION exercises the statutory authority to administer the Cumberland County School System, and the BOARD OF COMMISSIONERS exercises the statutory duty to provide certain school current expense funding to the BOARD OF EDUCATION; and

WHEREAS, both the BOARD OF EDUCATION and the BOARD OF COMMISSIONERS agree that investment in public education is a priority of both boards and essential to the economic development of the community and to its quality of life; and

WHEREAS, the two boards by entering into the Agreement agreed that determining annual school current expense fund appropriations based on a mutually-agreed upon, foreseeable and objectively-derived funding formula would be beneficial and desirable, and in the public interest; and

WHEREAS, the BOARD OF COMMISSIONERS and the BOARD OF EDUCATION in the Agreement approved a mutually agreed-upon funding formula; and

WHEREAS, the BOARD OF COMMISSIONERS and the BOARD OF EDUCATION wish to enter into this First Amendment to the Agreement to memorialize certain agreements between them regarding the impact on their funding formula of economic development incentive agreements formally entered into by the BOARD OF COMMISSIONERS in order to increase and expand the property tax base of the County to the benefit of both parties; and

WHEREAS, the BOARD OF COMMISSIONERS and the BOARD OF EDUCATION have each approved this First Amendment to the Agreement and have caused such approval to be reflected in the respective minutes of each governing board;

NOW THEREFORE, pursuant to N.C.G.S. 160A-461, the BOARD OF EDUCATION and the BOARD OF COMMISSIONERS mutually agree and enter into this interlocal undertaking, as follows:

1. **PURPOSE:** The parties enter into this First Amendment to the Agreement to approve and set forth an adjustment to the mutually-agreed upon funding formula set forth in the Agreement for annual appropriations from the BOARD OF COMMISSIONERS to the BOARD OF EDUCATION's school current expense fund whenever the BOARD OF COMMISSIONERS has formally approved an economic development incentive

agreement. The recitals set forth above are incorporated by reference as if fully set forth herein.

2. ADJUSTMENT TO THE FUNDING FORMULA TO REFLECT ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT FORMALLY ENTERED INTO BY THE BOARD OF COMMISSIONERS:

a) From time to time the BOARD OF COMMISSIONERS formally agrees to and enters into economic development incentive agreements intended to increase and expand the property tax base of the County. This First Amendment applies to those economic development incentive agreements which provide for the County to make economic development incentive payments to a business over a period of time based on the increased, incremental capital investment by the business which results in an incremental increase in the County's taxable property tax base, and a concomitant incremental increase in the County's property tax receipts from that business, over that period. Under such economic development incentive agreements, the County makes an annual economic development incentive payment to that business each year, calculated as a certain amount equal to a portion of that year's property tax receipts actually paid by that business on that increment of increased capital investment. The net property tax revenues actually realized by the County in any year on that increment of increased capital investment, therefore, are the property tax revenues on such increment of increased investment less the economic development incentive payments made by the County to that business for that year.

b) The amount to be appropriated to the BOARD OF EDUCATION under the Agreement each year shall be adjusted to apply to and reflect only the actual net property tax revenues realized and collected by the County from its ad valorem tax levy each fiscal year as a result of any economic development incentive agreements formally entered into by the BOARD OF COMMISSIONERS and then in effect, as reflected in the County's Comprehensive Annual Financial Report ("CAFR") for each applicable fiscal year. That is, the amount to be appropriated to the BOARD OF EDUCATION shall be calculated with respect to and reflect only the net property tax revenues realized by the County in any year on that increment of increased capital investment made by a business pursuant to an economic development incentive agreement with the BOARD OF COMMISSIONERS less the economic development incentive payments made by the County to that business for that year and associated with that increment of increased capital investment made by that business.

(c) Example: (i) An economic development incentive agreement entered into by the BOARD OF COMMISSIONERS results in increased property tax revenues collected by the County in a particular year of \$400,000.

(ii) Under that economic development incentive agreement, the BOARD OF COMMISSIONERS makes an economic development incentive payment to that business of \$150,000.

(iii) The net amount of property tax revenues realized by the County for that year on that increment of increased property taxes is \$250,000.

(iv) With respect to that increment of increased property taxes, the funding formula called for by the Agreement would be applied to the net property tax revenues actually realized by the County of \$250,000, and not to the \$400,000 gross amount of property taxes collected.

(v) As of the date of this First Amendment, the County's general county-wide ad valorem property tax rate is 86 cents per hundred dollars of valuation. Under the funding formula, therefore, an appropriation equal to 44 cents worth of property tax levy would be appropriated to the BOARD OF EDUCATION.

(vi) In this example, the funding formula would result in an appropriation to the BOARD OF EDUCATION with respect to the increment of increased property taxes realized under that economic development agreement of \$127,900.

3. AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT: Except as specifically amended above, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Board of Education and the Board of Commissioners have caused their duly authorized officials to execute this First Amendment to the Agreement the day and year first above written, pursuant to authority duly given and as their respective acts, intending to be bound thereby.

**CUMBERLAND COUNTY BOARD OF EDUCATION**

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_, Clerk  
\_\_\_\_\_, Chairman  
Board of Education

**COUNTY OF CUMBERLAND**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_, Chairman  
Board of Commissioners

BY: \_\_\_\_\_  
MARSHA FOGLE, Clerk



ITEM NO. IF

**DEPARTMENT OF PUBLIC HEALTH**

227 Fountainhead Lane • Fayetteville, North Carolina 28301  
(910) 433-3600 • Fax: (910) 433-3659

**MEMORANDUM**

TO: Board of County Commissioners

THRU: Mrs. Juanita Pilgrim, Deputy County Manager *Juanita Pilgrim*

FROM: Ms. Jane Stevens, Interim Health Director *Jane Stevens*

DATE: February 18, 2009

RE: Approval of Proposed Changes in the Vaccine Fees  
Rabies Vaccine and Zostavax (Shingles) Vaccine

**BACKGROUND**

At the Board of Health meeting on February 17, 2009, the Board approved the changes to the Vaccine Fees for the Rabies Vaccine and Zostavax (Shingles) Vaccine due to an increase in the cost to the Cumberland County Health Department. (See the Fee Schedule below). Our costs have increased due to the non-availability and high manufacturing production costs for these two Vaccines.

**RECOMMENDATION/PROPOSED ACTION**

Management requests to have this item placed on the next County Commissioners' meeting agenda for their approval to change the aforementioned Vaccine Fees.

VACCINE NAME	MEDICAID/MEDICARE REIMB RATE	BCBS REIMB RATE	CCDPH COSTS PER DOSE **	CURRENT FEE	PROPOSED FEE
ZOSTAVAX	NOT COVERED	\$145.00	\$153.90	\$155.00	\$175.00
RABIES	\$152.54	\$168.30***	\$172.48	\$155.00	\$175.00

\*\* Vaccine rates may change quarterly.

\*\*\* BCBS rate is the maximum allowed based on a specific plan. Most BCBS plans do not cover this vaccine.

/dwmc

*Celebrating Our Past...Embracing Our Future*

ROBERT N. STANGER, P.E.  
County Engineer



SAM LUCAS  
Engineering Technician II  
WAYNE DUDLEY, CFM  
Engineering Technician I

ENGINEERING DEPARTMENT

Historic Courthouse, 130 Gillespie Street • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
Telephone (910) 678-7636 • Fax (910) 678-7635

February 23, 2009

MEMORANDUM

ITEM NO. 1G

**TO: BOARD OF COUNTY COMMISSIONERS**  
**FROM: ROBERT N. STANGER, COUNTY ENGINEER** *Bob*  
**THROUGH: AMY H. CANNON, ASSISTANT COUNTY MANAGER**  
**SUBJECT: APPROVAL OF AMENDMENT #8 TO ENGINEERING AGREEMENT WITH CDM FOR ADDITIONAL SERVICES AT ANN STREET LANDFILL**

BACKGROUND

In March, 1993, the Board entered into an agreement with Camp, Dresser & McKee (CDM) to provide engineering services for the design of a lateral expansion of the Ann Street Landfill in compliance with Federal RCRA Subtitle D requirements. Subsequently this agreement has been amended as the Subtitle D Landfill has expanded. The most recent amendment was for the design and construction administration of the Phase I Landfill Gas Collection & Control System in the Subtitle D Landfill to comply with air quality regulations.

Attached is Amendment #8 of the engineering agreement with CDM for additional services at the Ann Street Landfill. Failure of the west slope of the linear ditch (Sedimentation Basin #2) that separates the old unlined landfill and the new Subtitle D landfill was observed by the Solid Waste Director prompting the need for an engineering evaluation. The scope of additional services include:

Task 1. Conduct a subsurface investigation along the western slope of Sedimentation Basin #2 consisting of drilling four borings to a depth of about 50 feet and installing monitoring wells in the borings. This will provide the data necessary evaluate the need for and feasibility of constructing a seepage barrier along the slope and to develop a corrective action plan for the slope failure.

Task 2. Perform a slope stability analysis based on the data collected in Task 1.

Task 3. Prepare a written report summarizing the results of the field and laboratory investigation and recommendations for corrective actions.

Compensation for services rendered is on a time and material basis with a not-to-exceed amount of \$39,900. Amendment #8 includes the slope stability evaluation phase and developing a corrective action plan. Detailed engineering design plans and specifications for construction of remedial repairs of the slope failure will be included in a subsequent contract amendment.

*Celebrating Our Past...Embracing Our Future*

Sufficient monies are available in the post closure line item in the Solid Waste Budget to fund this amendment. The amendment has been reviewed by the County Attorney's Office for legal sufficiency.

RECOMMENDATION/PROPOSED ACTION

The recommendation of the County Engineer, Solid Waste Director and management is to approve Amendment #8 to the Engineering Agreement with CDM for the Slope Stability Evaluation at Ann Street Landfill in the amount not to exceed \$39,900 and approve the attached budget revision.

The proposed action by the Board is to follow the staff recommendation.



**AMENDMENT NO: 8  
TO AGREEMENT  
BETWEEN  
OWNER AND ENGINEER**

This Amendment No: 8 is made and entered into this 2nd day of March , 2009 to the Agreement between Camp Dresser & McKee Inc. ("ENGINEER") and Cumberland County ("OWNER") dated March 12, 1993, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Professional Services related to engineering; design; bidding and construction, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

**BACKGROUND**

The Cumberland County solid waste facility includes the Ann Street Subtitle D Landfill to the east and a former unlined municipal solid waste (MSW) facility to the west. The two landfill areas are separated by a linear ditch that serves as a sedimentation pond (Sedimentation Pond No. 2).

The County recently observed a slope failure in the west slope of the Sedimentation Pond No. 2. In November and December, CDM visited the site to observe the slope failure area and the conditions along the west slope. The slope failure is located just south of where the swale between the two unlined landfill areas meets the Sedimentation Pond No. 2 west slope. The failure zone is about 80 feet wide and has an approximate 1H:1V slope and a vertical scarp or vertical face in the slope at the top of the failure zone. The southern 30 feet of the failure zone appears to have experienced further erosion since the initial failure. Seepage was flowing from the slope in the failure area at approximately mid-slope and discharging directly into the Sediment Pond at the time of observation.

Based on observations of the failure zone, it appears that the failure is a surficial failure that was caused by seepage exiting in the lower portion of the slope and decreasing the stability of the slope. The source of the seepage appears to be due to elevated groundwater levels west of the slope failure, within the C&D area. It is unclear whether the groundwater is naturally elevated in this area or if the C&D has created unnaturally high groundwater due to water mounding within the C&D waste. In addition to the seepage, subsequent surface water inflow has eroded a deeper channel in the failure zone. It is also possible that surface runoff onto the area may have contributed to the slope failure. There are additional erosion channels along the west slope of the Sedimentation Pond No. 2. These channels have trees and brush and do not appear to be associated with the previous slope failures. There is a smaller failure zone and erosion area immediately north of the main failure zone

**RECOMMENDED APPROACH**

Due to the nature of the slope failure, the steep and saturated conditions of the adjacent slope areas, and the uncontrolled seepage from the west landfill areas, CDM recommends that the County begin an investigation of the area and implement remedial actions based upon the investigation. CDM will perform the following scope of work under this amendment, including a field and laboratory investigation and preparation of memorandum with recommendations for corrective actions. Design of corrective actions is not included in this amendment..

#### Task 1

Perform a subsurface investigation along the west side of Sedimentation Pond 2 to provide data for repair of the slope failure and provide data for the preliminary evaluation of the feasibility and need of constructing a seepage barrier and to provide data for estimating the cost. CDM will subcontract with a driller for the drilling of four borings and installation of four monitoring wells in the borings. The borings will be installed utilizing hollow-stem auger, or mud-rotary techniques with bio-degradable drilling fluid, with split-spoon sampling adjacent to the sedimentation pond at the top of the west slope. Split-spoon samples will be collected continuously over the top 10 feet of each boring and at 5-foot intervals thereafter to completion depth. Up to four undisturbed tube samples will be collected in the borings. Each boring will be advanced 10 feet into the Cape Fear confining unit to evaluate the properties of the soils, the potential presence of MSW, and the elevation of the top of the Cape Fear confining unit. For the purpose of this amendment CDM has assumed that each boring will be advanced approximately 50 feet for a total boring footage of 200 feet. A CDM geologist or geotechnical engineer will oversee the drilling and well installation activities.

Following completion of each boring, a groundwater monitoring well will be installed to collect groundwater elevation and quality data. Rising and falling-head slug tests will be performed in each well to measure the insitu hydraulic conductivity of the soils. One groundwater sample will be collected from each well and analyzed for North Carolina Appendix I Volatile Organic Compounds by EPA Method 8260 and Metals by EPA Method 6010. The groundwater samples will be shipped to a North Carolina certified analytical laboratory via FedEx for analysis with standard laboratory turn-around (10 working days). Geotechnical laboratory tests will be performed on selected samples. An allowance of \$1,500 has been included for the geotechnical laboratory tests.

All soils generated during drilling will be stockpiled adjacent to each boring for disposal by the County in the Subtitle D Landfill. All development and purge water will be placed in 55-gallon drums for disposal in the leachate pond.

#### Task 2

Perform stability analyses of the slope based on the data collected in the field and laboratory investigation.

#### Task 3

Prepare a memorandum summarizing the results of the field and laboratory investigation and recommendations for corrective actions. The memorandum will include boring and monitoring well logs, slug test results, analytical laboratory test reports, and geotechnical laboratory test results. The memorandum will include recommendations for repair of the slope failure, and an opinion as to whether a barrier wall would be effective. CDM anticipates this task will be completed within 4 weeks after receipt of all analysis and test results.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

The Owner will provide CDM surveyed locations of the final monitoring well locations, including existing ground elevation and top of casing.

The Owner will dispose of all drill cuttings and purge and development water.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

CDM will complete Tasks 1 through 3 within 10 weeks of the notice to proceed.

4. The payment for services rendered by ENGINEER shall be as set forth below:

The services described in Task 1 through 3 of this Amendment will be completed on a time-and-material basis for a not to exceed fee of \$39,900. Labor costs will be charged in accordance with the rates outlined in Exhibit C. Direct project expenses and outside consultant costs (if necessary) will be charged at cost as described in the original Agreement and are included in the not-to-exceed fee. The not-to-exceed fee will not be exceeded without prior written authorization from the OWNER.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

\_\_\_\_\_  
J. Brenan Buckley, P.E.  
Associate

DATE:

\_\_\_\_\_

DATE:

ROBERT N. STANGER, P.E.  
County Engineer



SAM LUCAS  
Engineering Technician II  
WAYNE DUDLEY, CFM  
Engineering Technician I

ENGINEERING DEPARTMENT

Historic Courthouse, 130 Gillespie Street • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
Telephone (910) 678-7636 • Fax (910) 678-7635

February 23, 2009

ITEM NO. 14

MEMORANDUM

**TO: BOARD OF COUNTY COMMISSIONERS**  
**FROM: ROBERT N. STANGER, COUNTY ENGINEER** *RS*  
**THROUGH: AMY H. CANNON, ASSISTANT COUNTY MANAGER**  
**SUBJECT: APPROVAL OF AMENDMENT #4 TO ARCHITECTURAL AGREEMENT WITH CJM&W FOR ADDITIONAL SERVICES ON NEW PUBLIC HEALTH CENTER PROJECT**

BACKGROUND

In September, 2004, the Board entered into an agreement with Calloway, Johnson, Moore & West (CJM&W) for architectural services for the Health Department Needs Assessment Project. Subsequently, this agreement has been amended, most recently, to include the design of a new Public Health Center when the Board abandoned the renovation of the existing facility. Attached is Amendment #4 to the architectural agreement with CJM&W in the amount of \$6,602.95 for additional services on the New Public Health Center Project. The additional services include:

1. Conducting a detailed site survey to supplement the information provided by the Owner on the DSS Administration Building site plan. This was required to develop an adequate site plan and grading plan for the new Public Health Center. The cost of this additional service is \$3,371.25.
2. Conducting additional soil borings and to a greater depth than initially contemplated when the contingency of \$6,500 for subsurface soil investigations was negotiated in the architectural agreement. The actual cost is \$9,731.70 which equates to an increase of \$3,231.70 for this additional service.

Sufficient monies are available in the project contingency to fund this amendment. The amendment has been reviewed by the County Attorney's Office for legal sufficiency.

RECOMMENDATION/PROPOSED ACTION

The recommendation of the County Engineer and management is to approve Amendment #4 to the Architectural Agreement with CJM&W for the New Public Health Center Project in the amount of \$6,602.95 and approve the attached budget revision.

The proposed action by the Board is to follow the staff recommendation.

*Celebrating Our Past... Embracing Our Future*

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B09-289
Date Received	2/23/2009
Date Completed	

Fund No. 015 Agency No. 431 Organ. No. 431A  
 Organization Name: Health Department Building

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9205	Installment Purchase Proceeds	25,500,000		25,500,000
9110	Transfer from General Fund	1,486,300		1,486,300
Total		26,986,300	0	26,986,300

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3747	HEA	Engineer	1,471,000	6,603	1,477,603
347B	HEA	Relocation Expense	170,515		170,515
3480	HEA	Utilities	150,000		150,000
3704	HEA	General Contract	22,190,429		22,190,429
3714	HEA	Geotechnical Services	140,000		140,000
3119	HEB	Debt Issuance Cost	368,621		368,621
3610	HEC	Capital Outlay - Equipment	1,285,000		1,285,000
383Z	HEC	Technology	1,673,300		1,673,300
3903	HED	Contingency	537,435	(6,603)	530,832
Total			27,986,300	0	27,986,300

**Justification:**

Revision in the amount of \$6,303 to fund Amendment #4 to the agreement with Calloway, Johnson, Moore & West for architectural services related to the new Public Health Center.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fund Balance: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Department Head

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

Reviewed By: Bob Tucker

Finance Department

Date: 2/23/09

Reviewed By: Amy H. Cannon

Assistant County Mgr

Date: 2/24/09

<b>Approved By:</b>	
	Date: _____
County Manager	
	Date: _____
Board of County Commissioners	
	Date: _____

**AMENDMENT #4**

**DATE: MARCH 2, 2009**

The Agreement for architectural and engineering services for the Cumberland County Health Department Project by and between the County of Cumberland and Calloway, Johnson, Moore & West (CJMW) dated September 23, 2004, shall be amended as follows:

Add Article 1.6.4 to read:

**1.6.4.** The Architect shall provide additional services with respect to the design and construction administration of a new Public Health Facility. Said additional services shall be provided in accordance with AIA Document B163-1993 "Standard Form of Agreement Between Owner and Architect with Descriptions of Designated Services and Terms and Conditions" dated March 19, 2007 together with Exhibits A-F and shall include a detailed site survey and additional geotechnical subsurface exploration. Compensation for said additional services shall be a stipulated sum of \$6,602.95.

THIS AMENDMENT entered into as of the day and year first written above.

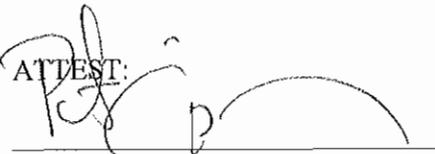
OWNER  
COUNTY OF CUMBERLAND

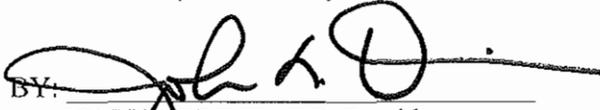
ATTEST:

BY: \_\_\_\_\_  
JEANNETTE COUNCIL, Chairman  
Board of County Commissioners

\_\_\_\_\_  
Marsha Fogle, Clerk  
Board of County Commissioners

ARCHITECT  
CALLOWAY, JOHNSON, MOORE & WEST

ATTEST: \_\_\_\_\_  
  
Secretary

BY: \_\_\_\_\_  
  
JOHN L. DRINKARD, President

This instrument has been Pre-audited  
In a manner required by the Local  
Government Budget and Fiscal Control Act.

Approved for Legal Sufficiency  
COUNTY ATTORNEYS OFFICE

\_\_\_\_\_  
AMY CANNON  
County Finance Office

( ) Renewable ( ) Non-Renewable  
Expiration Date: \_\_\_\_\_



DEPARTMENT OF SOCIAL SERVICES  
P.O. Box 2429 • Fayetteville, North Carolina 28302-2429  
(910) 323-1540 • Fax: (910) 677-2801

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF  
MARCH 2, 2008**

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** BRENDA REID JACKSON, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES  
**DATE:** February 19, 2009  
**SUBJECT:** CONSIDERATION OF APPROVAL  
OF CUMBERLAND COUNTY DEPARTMENT OF SOCIAL  
SERVICES 2009-2011 WORK FIRST PLAN AND DESIGNATION  
AS STANDARD STATUS

**BACKGROUND**

Public law (GS 108-27.3(d) requires counties to be designated as standard or electing when they submit a biennial Work First Program Plan to the North Carolina Department of Health and Human Services. At the recommendation of the Social Services Board the Cumberland County Board of Commissioners voted for Cumberland to be electing on August 4, 2008. An electing county differs from state policy and Cumberland County chose to differ in order to continue a successful pilot called "pay for performance". Since that time the Division of Social Services has decided to request approval of the state legislature to use Cumberland County's pilot as a model for the state. That eliminates the need for Cumberland to differ from state policy. A standard county assumes less financial risk in case Work First caseloads increase.

**RECOMMENDATION/PROPOSED ACTION**

Ms. Brenda Reid Jackson, Director, recommends a vote for Cumberland to be a standard county and approval of the revised Work First Program Plan for 2009-2011.

Cumberland County, North Carolina

**Request for Standard or Electing Status for the Work First Program**

The Board of Commissioners of Cumberland County voted on March 2, 2009  
Date

To request  Standard  Electing (Check one) Status for the Work First Program

The vote was \_\_\_\_\_ for and \_\_\_\_\_ against (at least two-thirds in favor).

\_\_\_\_\_  
Commission Chair Signature

\_\_\_\_\_  
Date

**The primary contact person for our Work First Block Grant planning process will be:**

Name: Richard Everett

Position/Title: Assistant Director for Economic Independence

Address: Cumberland County Dept. of Social Services

P.O. Box 2429, Fayetteville, NC 28302

Phone: 910-677-2360

Fax: 910-677-2885

Email: Ei1@ccdssnc.com

**Due Date:** March 31, 2009

Submit to: Sara Anderson Mims, Program Administrator  
Work First/CPS Policy Team  
Family Support and Child Welfare Services Section  
North Carolina Division of Social Services  
325 N. Salisbury St.  
2408 Mail Service Center  
Raleigh, NC 27699-2408  
Fax: (919) 715-6714

**CUMBERLAND COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**WORK FIRST PROGRAM PLAN  
October 1, 2009 through September 30, 2011**

**Brenda Reid Jackson  
Director**

**Contact:**

**Richard Everett  
CCDSS  
PO Box 2429  
Fayetteville, NC 28302  
910-677-2360  
Fax: 910-677-2885  
ei1@ccdssnc.com**

**Board of County**

**Commissioners**

Dr. Jeannette M. Council, Chair  
Billy R. King, Vice Chair  
Kenneth S. Edge  
Marshall Faircloth  
Jimmy Keefe  
Ed Melvin  
J. Breeden Blackwell

**County Management**

James Martin, Co. Mgr.  
Juanita Pilgrim, Deputy Co. Mgr.  
Amy Cannon, Asst. Co. Mgr.  
Cliff Spiller, Asst. Co. Mgr.

**Social Services Board**

Chester G. Oehme, Chair  
Lyn Green, Vice Chair  
George Hendricks  
Mary Deyampert-McCall  
Marvin Rouse

TABLE OF CONTENTS

<u>TOPIC</u>	<u>Page #</u>
I. Conditions within the County .....	4
II. Planning Process.....	9
A. Planning Committee.....	9
B. Public Comment.....	10
C. Planning Development.....	10
III. Outcomes and Goals for the County.....	11
A. Statewide Work First Goals.....	11
1. Employment.....	11
2. Meeting Federal Participation Rates.....	13
3. Providing Employment Services.....	14
4. Staying Off Welfare.....	15
5. Job Retention .....	16
6. Benefit Diversion .....	16
B. County Developed Outcome Goals.....	17
IV. Plans to Achieve the Outcomes and Goals.....	18
A. Activities.....	18
B. Supportive Services.....	18
V. Administration.....	25
A. Authority.....	25
B. Organization.....	25
C. First Stop.....	33
D. Child Care.....	33
E. Transportation.....	35
F. Substance Abuse Services.....	36
G. Family Violence Option.....	37
H. Maintenance of Effort (MOE).....	37
I. Child Welfare Services.....	38
VI. Emergency Assistance.....	38
VII. Services to Low Income Families (under 200% of poverty).....	41

**TABLE OF CONTENTS  
(con't)**

<u>TOPIC</u>	<u>Page #</u>
VIII. Services to Non-Custodial Parents.....	42
IX. Exemption from the Work Requirement.....	42
X. Innovative County Strategies.....	42
XI. Special Issues.....	45
XII. Certification.....	46

## I. CONDITIONS WITHIN THE COUNTY

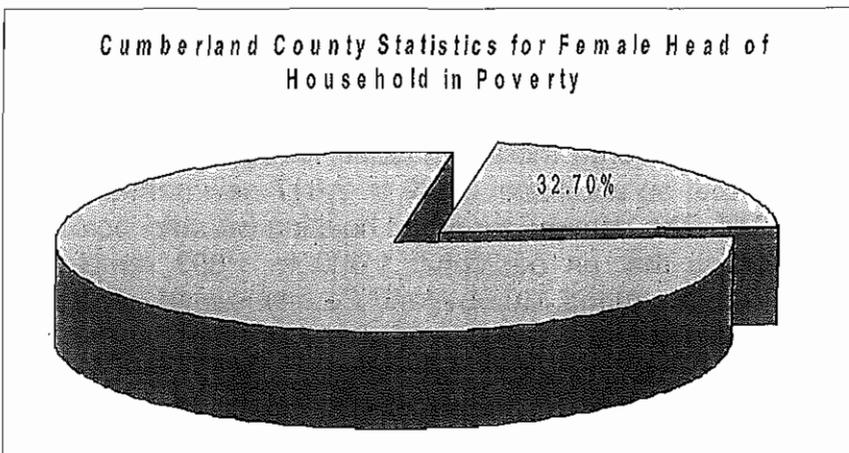
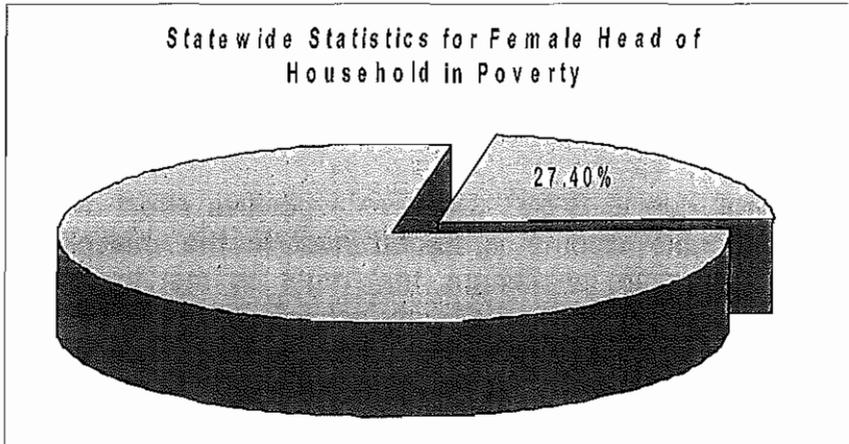
Cumberland County covers 661 square miles and has the fifth largest population in North Carolina. The population of Cumberland County grew by 1.2% from 2000 to 2006 while the overall population of the state grew by an average 10.1%. Even though the rate of growth is slower than the growth rate of the state, it is expected to change in the future. Estimates indicate the county population will increase from 302,963 in 2000 to 396,529 by 2013 because of Base Realignment and Closure. Cumberland County has nine municipalities with Fayetteville being the largest. Fayetteville grew by 43.7% from 2000 to 2006 but that growth was due to annexing 30 square miles and 55,677 people already living in the county. According to the Fayetteville Observer, Fayetteville also annexed part of Fort Bragg in July 2008, which increased the population of the city by another 30,000 people. The unemployment rate for Cumberland County has had steady monthly increases in 2008 and in July of this year was 7.2%. The statewide rate for the same month was 6.8% which is typically lower than the unemployment rate in Cumberland County. Employment is primarily available in government and service sectors with manufacturing representing only 9.6% of the jobs. The local economy is very dependent on the military payroll at Fort Bragg so the deployment and return of troops has a dramatic effect on Cumberland County. The median household income in the county is \$1,828 lower than the state median income. More families in the county are living in poverty (10.4%) and more female heads of household are living in poverty (32.7%) than the percentage of families in the state as a whole. Cumberland County has a younger population than the state when comparing the percentage of residents less than 18 years of age or comparing the percentage of residents over the age of 65. A younger population coupled with a higher unemployment rate means Cumberland County has a great need for new job opportunities, employment counseling, subsidized child care, public transportation, affordable health care, and related services. The Census of 2000 showed the county also has a diverse population with 55.2% white, 34.9% African American, 6.9% Latino, and 1.9% Asian. This reality presents a unique set of strengths, opportunities, and challenges for effectively serving our citizens at the Department of Social Services.

Any discussion about the economic outlook in Cumberland County must take into account the expected impact of the Base Realignment and Closure (BRAC) that is changing Fort Bragg and the eleven surrounding counties. Although Pope Air Force Base will be turned over to the Army with all the Air Force and some Army personnel transferred to other bases, Fort Bragg will have a net gain of 2,651 active military personnel, 2,091 civilian employees, 3116 embedded contractors, and 1,000 private contractors between 2006 and 2013. The gain will include high ranking military personnel. The typical military personnel transferring to Fort Bragg is 53 years of age, has a salary in the \$75,000 to \$78,000 range, and 61% of them are male. It is expected that \$1.5 billion will be spent on military housing expenses and there will be a \$500 million increase in the gross regional product.

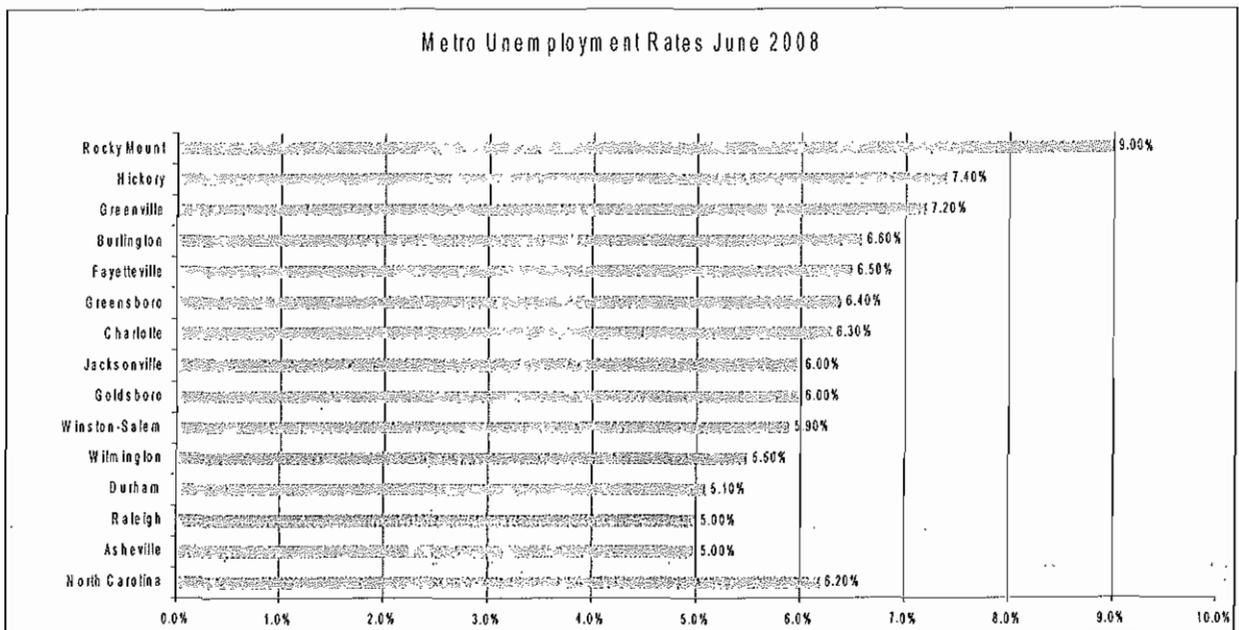
expenses and there will be a \$500 million increase in the gross regional product. The need for housing and the corresponding jobs will peak in 2011. It will have created 2,054 jobs in construction but by 2013 the number of construction jobs will decline to 595.

The increases in payroll due to BRAC will have a positive effect on the local economy as the spendable income is turned over in the multiplier effect. However, the increases create challenges that must be met by the county. Currently, over half of the Cumberland County schools are over capacity and BRAC is expected to bring in 3,000 new students by 2013. This means that funding for new schools and teachers will need to be found. Some housing will be built on post but a lot of the housing will be off post. Real estate sales and the appreciating value of homes in Cumberland County have slowed but are outperforming the national and regional market because of the constant change in military personnel at Fort Bragg. New home sales increased in April 2008 by 13% while nationally they declined by 29.8%. The average price of a home in Cumberland County is considered more affordable (\$130,131) than most of the nation. It is estimated that an additional 2,139 to 2,817 new homes are needed between 2008 and 2013. The demand for rental housing will also increase during the same time frame so that an additional 1,400 to 1,800 rental homes in Cumberland County will be needed. Cumberland County recently increased a tax on automobiles so additional funding will be available to allow the bus system to expand. There will be more demand for potable water and waste water treatment. There will be a greater challenge providing health care services for the increase in civilians especially since Cumberland County has a higher rate of uninsured citizens (18.8%) than the state. A report from the Comprehensive Regional Growth Plan for the Fort Bragg Region dated June 17, 2008, recommended increasing the availability of emotional counseling and support groups for soldiers returning from combat deployments. There is an increased risk for domestic violence and substance abuse because of the stress of combat and isolation from their extended family. The capacity to provide emotional and rehabilitative support needs to increase for soldiers disabled during combat. One suggestion was for Fort Bragg to relocate newly hired clinical social workers and counselors to local Departments of Social Services and Health Departments because many military connected people live off post. The report also recommends partnering with the Community College and the Partnership for Children (Smart Start). The need for subsidized child care funding will increase dramatically because the lack of child care will have a negative impact on both child safety and employability of the workforce. The Cumberland County Department of Social Services is expected to see increases in the demand for services in all programs to include, but not limited to, benefit programs, domestic violence, and child protective services.

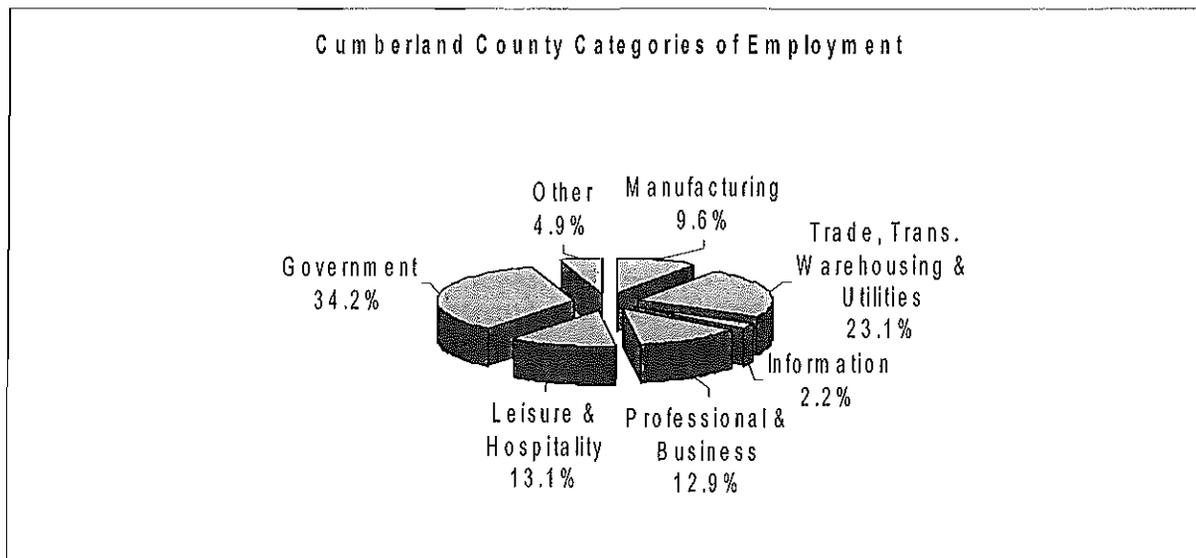
Sources: [www.fayobserver.com](http://www.fayobserver.com), [www.census.gov](http://www.census.gov), <http://www.ncesc.com>,  
<http://www.bractrf.com>



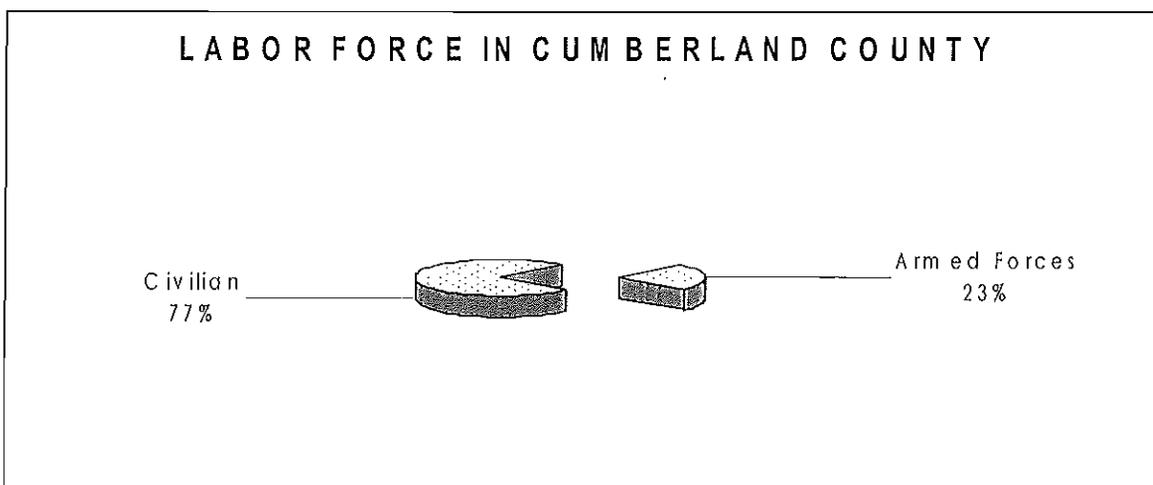
Sources: <http://www.ncesc.com>; <http://www.census.gov/>; <http://www.bractrf.com>



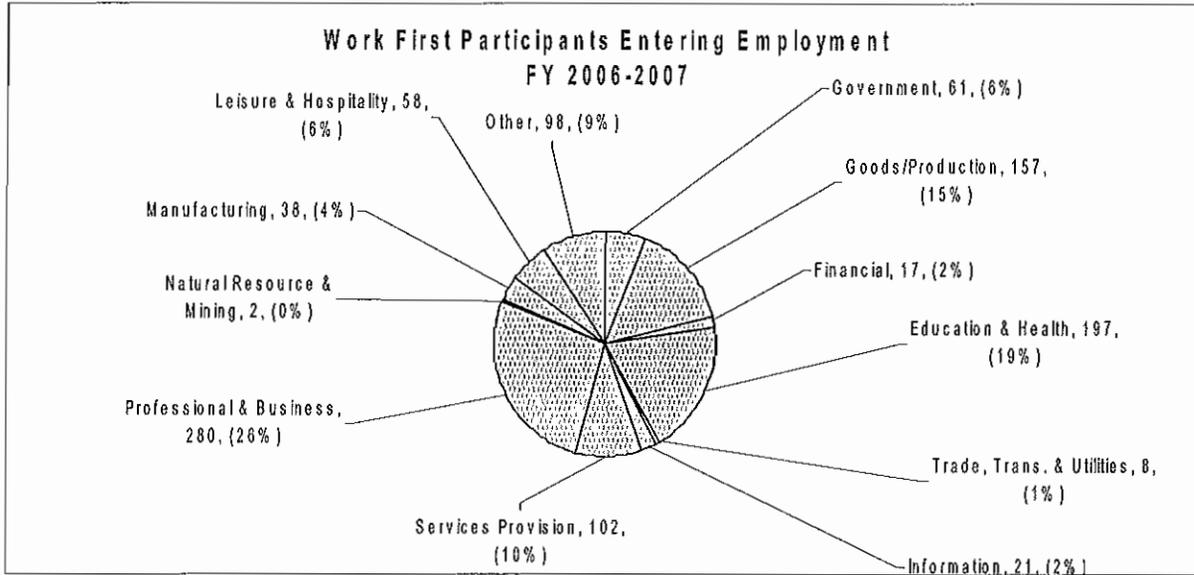
Source: ESC Data NC County Labor Market Conditions-June 2008



SOURCE: CCDSS 2006-2007 Employment Data

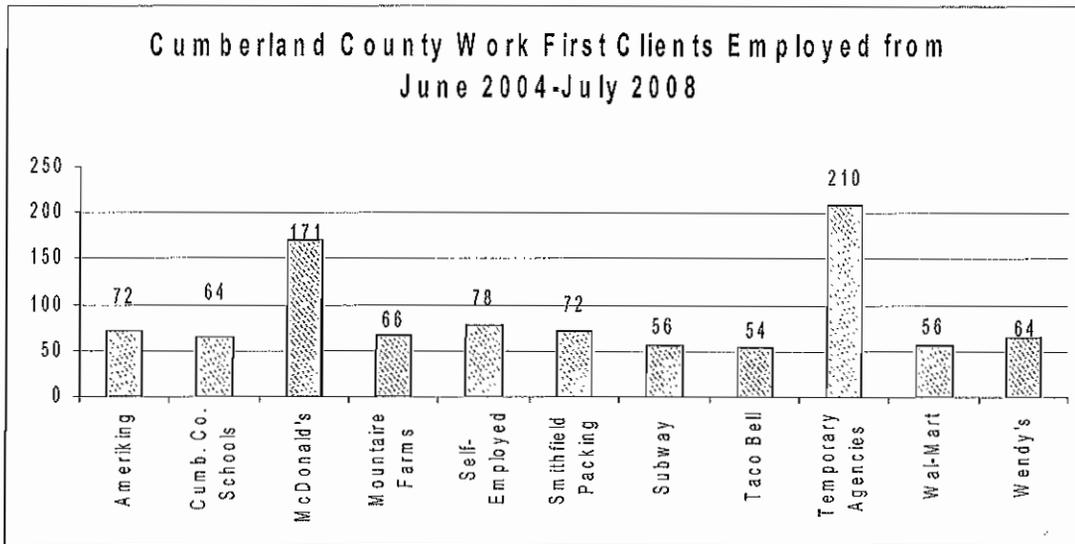


Source: 2000 Census Data



SOURCE: CCDSS 2006-2007 Employment Data

### Top Eleven Employers Hiring Work First Clients



Source: CCDSS 2006-2007 Employment Data

## II. Planning Process

### A. Planning Committee

Tawnee Benedetto	Partnership for Children of CC
Lisa Cooke	WFFA Client
Carolyn Cox	CCDSS Child Protective Services
Mary Deyampert-McCall	CCDSS Board
Kenneth Edge	Cumberland County Commissioner
Richard Everett	CCDSS
H. Wayne Hill	Airman & Family Readiness Center, Pope Air Force Base
Joseph Hyacinth	Cumberland County Public Health
Francis Jackson	Planning Analyst, FAST
Rusty Long	Fayetteville Urban Ministry
Denzie Lucas	Cumberland County Mental Health Authority
Todd Lyden	Chamber of Commerce
Ron Macaluso	Fayetteville Area System of Transit
Carl Manning	Kingdom Community Dev Corp
Geneva Mixon	Workforce Development Center
Ellen Morales	Vocational Rehabilitation
Linetta Morring	Army Emergency Relief
Joe Mullis	Fayetteville Tech. Comm. College
Debbie Norman	Safe Havens
Lynn Olavarria	Army Emergency Relief
Juanita Pilgrim	Deputy County Manager
Lynn Pippin	CCDSS Child Care
Brenda Reid Jackson	Director, CC Dept of Social Services
Natasha Scott	Cumberland County Schools
George Shepherd	NC Child Support Enforcement
Manuel Specht	Salvation Army
Cherry Thompson	Employment Readiness Program
Josephus Thompson	NC Employment Security Commission
Vivian Tookes	CCDSS
Patricia Tyson	Consumer Credit Counseling Service
Cindy Wilson	CCDSS

## B. Public Comment

Cumberland County's Work First Biennial Plan was made available for public comment September 25, 2008 until October 20, 2008 at the Cumberland County Department of Social Services, the Cumberland County Court House, and the Cumberland County Public Library. It was also available on the Cumberland County Department of Social Services website and notice of the plan's availability was published in the Fayetteville Observer as a public service announcement.

## C. Planning Development

The Cumberland County Work First Advisory (Planning) Committee is comprised of individuals from various backgrounds and areas of expertise. They serve on behalf of the Cumberland County Commissioners and their input leads to the development of the plan which is reviewed and approved by the Commissioners. Each member is considered a stakeholder and is vital to the success of Work First in Cumberland County. This year the Committee met on the following dates: January 23, 2008, April 9, 2008, July 9, 2008, and September 17, 2008. The Work First Advisory Committee will tentatively meet on December 3, 2008.

The formal planning process is seen as a continuation of the ongoing development of the Work First Program. This process includes input and suggestions from staff, consumers, and representatives from businesses and other human service agencies. As a part of the process to elicit suggestions a survey was conducted with clients from August 7, 2008 through August 13, 2008 and the Work First Advisory (Planning) Committee was asked for suggestions at their meetings. Many of the suggestions were utilized in developing the Work First Biennial Plan. The compiled suggestions contributed to the development of a stronger plan that provides a more valuable service to the consumer. It also takes into consideration the unique needs of the people living in Cumberland County. The Work First Advisory Committee will continue to meet quarterly throughout the Plan's implementation to provide valuable advice and insure the Plan is followed.

The following Work First planning timeline delineates target dates that will be utilized in the planning process.

### Planning Timeline 2008

<u>Activity/Task</u>	<u>Date</u>
Work First Advisory (Planning Board)	July 8, 2008
Meeting with County Manager's Office	July 23, 2008
Social Services Board	July 30, 2008
Cumb. Co. Commissioner's Meeting	August 4, 2008
E-mail WF Plan to WF Advisory Board	Sept. 5, 2008

WF Advisory Board Meets	Sept. 17, 2008
WF Plan mailed to SS Board	Sept. 18, 2008
Social Services Board Meets	Sept. 24, 2008
WF Plan available for public comment	Sept. 25 to Oct. 20, 2008
Cumb. Co. Commissioner's Meeting	Oct. 20, 2008
Deadline - Mailed to State	Oct. 31, 2008

### III. Outcomes and Goals for the County

#### A. Statewide Work First Goals

Work First has embraced family centered practice and the 6 principles of partnership in its policies and practices. All involvement with any family will reflect the six (6) principles of partnership which are:

1. Everyone desires respect
2. Everyone needs to be heard
3. Everyone has strengths
4. Judgments can wait
5. Partners share power
6. Partnership is a process

The principles of family centered practice reflect the belief that the family is its own primary source of information. The family is viewed as a system within a larger social and environmental context. As a result, interventions focus on accessing the family's immediate and extended community through needs assessment, resource identification, and service delivery. Family centered practice respects the family's right to self-determination and assumes the family has the capacity to grow and change when provided the proper *supportive services*.

This plan provides specific strategies for addressing the eight standard Work First goals. In addition, other specific expectations, which are unique to Cumberland County, are also presented in this document. This plan addresses the goals developed and disseminated by the state. The strategies for goal achievement reflected in this document are based on the most current information available and evaluation of our past performance.

The strategies for meeting future goals (FY 2010-2011) will be developed or adjusted as necessary once new goals are received.

#### 1. Employment

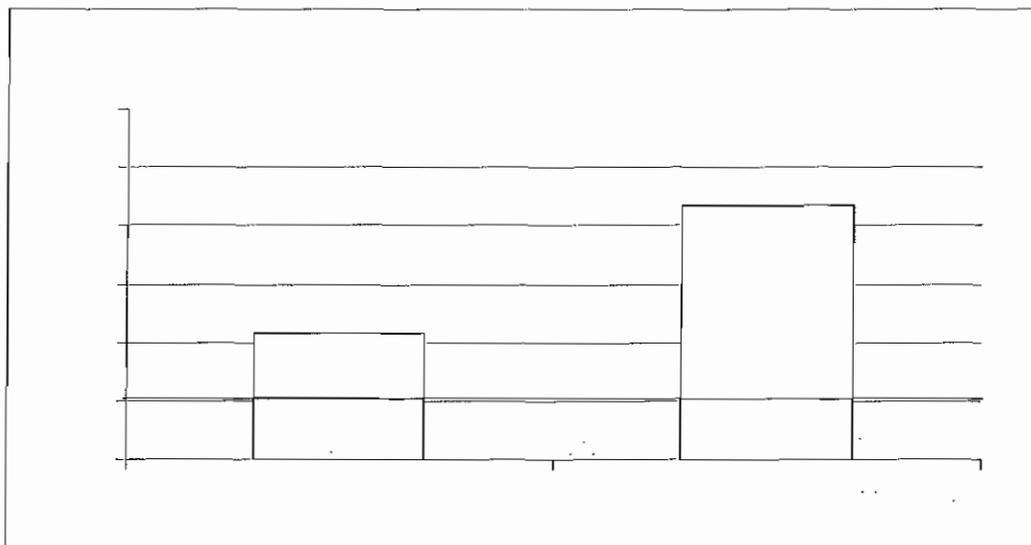
Self-sufficiency is realized primarily through the employment of Work First clients. Cumberland County has been very successful in achieving this

goal. During FY year 2007-2008, Cumberland County achieved 1,023 employment placements, which was 435% of its original goal of 235.

Cumberland County will meet and exceed the employment goal which will be determined by the Division of Social Services. The state information tracking system report entitled Work First Employment Goals will be utilized to measure Cumberland County's progress in placing adults in employment. Status reports of progress made in achieving these goals will be made to the Work First Advisory Committee on a quarterly basis.

The following resources are utilized to assist TANF clients in securing employment.

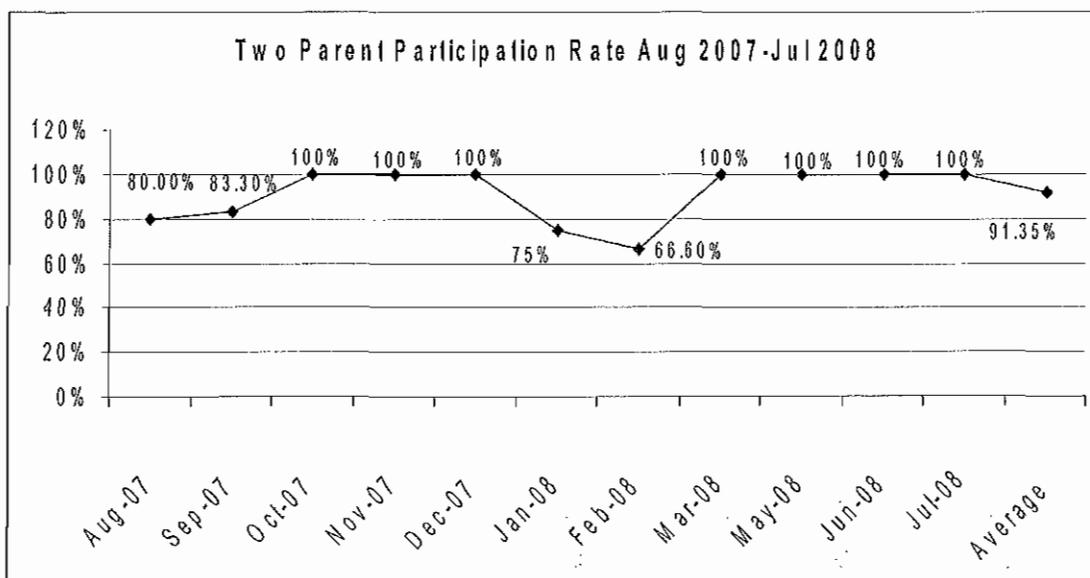
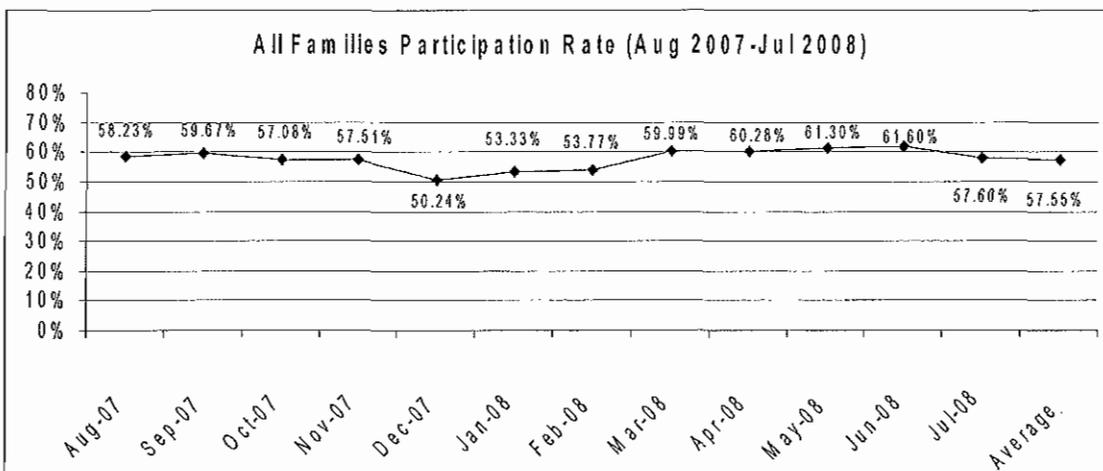
- Contract with the Employment Security Commission to provide First Stop registration, as well as job readiness, job development, and ongoing employment counseling to TANF applicants/recipients at the Spring Lake Family Resource Center.
- Employment resource coordinators who serve as liaisons with area employers and keep TANF and employment staff informed of the labor market status.
- Additional resources and contracts for TANF clients or former TANF clients as needed (i.e.: transportation).
- Group meetings for clients who are job searching.
- Support educational and skill building resources.
- Job Fairs are conducted semi-annually in collaboration with local employers, the Fayetteville Observer, CCDSS, Fayetteville Technical Community College, the City of Fayetteville, Beasley Broadcasting, Fayetteville Cumberland County Chamber of Commerce and others.



Source: CCDSS Employment Statistics

## 2. Meeting Federal Participation Rates

Cumberland County is required to meet two separate federal participation rate goals. The "All Parent" goal is 50% and the "Two Parent" goal is 90%. The "All Parent" rate includes both single parent and two parent households. The "Two Parent" rate includes only those families with two able-bodied parents in the home. The participation rate is determined by the number of hours individuals complete in countable work or work-related activities each month. The average participation rates of the twelve calendar months (August 2007 thru July 2008) prior to the submission of this plan were 57.55% for All Parent and 91.35% for Two Parent. The following charts show the monthly participations rates for the specified time period.



The participation rate reports located in Data Warehouse will be used to measure Cumberland County's progress in meeting these goals. Data Warehouse is the state's automated data storage program that counties

use to access customized information and reports. Status reports of progress made in achieving these goals will be made to the Work First Advisory Committee and the Social Services Board on a quarterly basis.

As an electing county we continue to seek improvement in the participation rate using various strategies. The following strategies will be used to assist the clients and enable Cumberland County to meet the participation rate goals:

- Pay for Performance
- Conducting thorough family assessments, developing realistic Mutual Responsibility Agreements and utilizing appropriate supportive services to ensure success.
- Fast tracking all mandatory clients so they begin their employment activities early.
- Collaborating with community partners in order to help clients access and maximize resources.
- Continuing to develop relationships with employers so clients can take advantage of job opportunities.
- Providing family violence, mental health and substance abuse screenings and referrals for counseling, when appropriate.

### **3. Providing Employment Services**

Active participation in intensive employment services for all families is necessary in order to meet the participation rate and to ensure families are served adequately before the end of state/federal Work First eligibility. One measure of success is the percentage of families who are required to participate in employment services.

Cumberland County's goal for FY 2008-2009 is to provide intensive employment services to 80% of "all-parent" families and 100% of "two-parent" families. The county will use the monthly Work First Program Performance Report to measure the progress in providing employment services. Status reports of progress made in goal achievement will be made to the Work First Advisory Committee on a quarterly basis.

Strategies for meeting these rates include:

- Working with all mandatory participants to include able-bodied and disabled.
- Monitoring the potential list to ensure that all mandatory participants begin participation as early as possible.
- Fast tracking all mandatory clients so they begin their employment activities early.

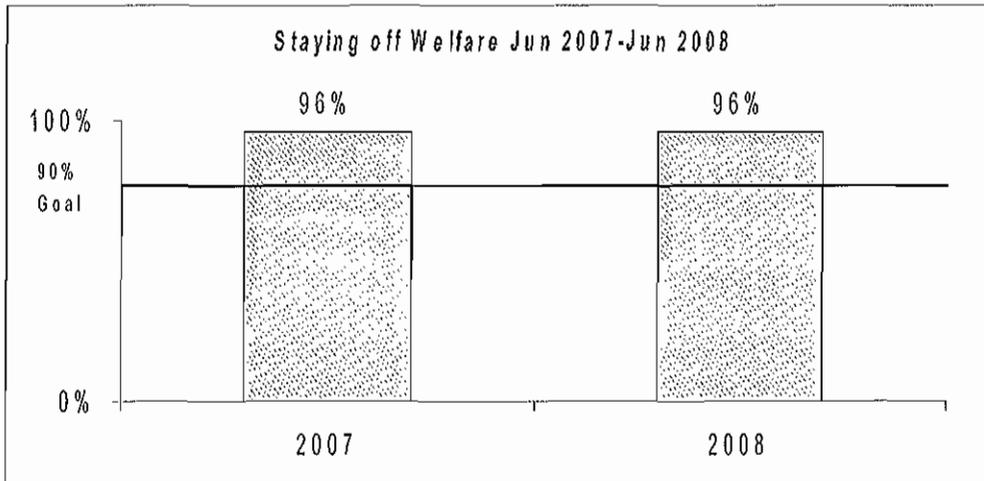
- Maintaining staff and caseload size ratios that allow all mandatory recipients to begin receiving intensive employment services as quickly as possible.
- Providing training to social workers and caseworkers to ensure understanding of the proper coding, correct time schedule for making changes to cases, and other issues that affect these rates.

#### **4. Staying Off Welfare**

Cumberland County DSS will continue to offer support to families in their efforts to maintain self-sufficiency and stay off welfare. This accomplishment is directly linked to support provided by employers of Work First clients and the availability of program/community resources. The state information tracking system report entitled Work First Program Performance Report will be utilized to measure Cumberland County's progress in enabling 90% of the families that leave welfare for work or other reasons to remain off Work First Family Assistance for 12 months. Status reports of progress made in achieving these goals will be made to the Work First Advisory Committee on a quarterly basis.

Strategies to meet this goal include:

- Develop resources needed by participants to encourage a successful transition from welfare to work.
- Provide retention services to families. These services include employment counseling and supportive services and may be provided at their place of employment.
- Support lifetime learning to enhance the potential for career advancement. Helping families access resources that will enable them to continue their education and/or training.
- Utilize agency and community resources for families who are no longer receiving Work First. These resources include Food and Nutrition Services, Medicaid, Department of Transportation funds, etc. Daily Information Sessions held at CCDSS increase awareness of available resources.



SOURCE: FY 07-08 Client Services Data Warehouse

### **5. Job Retention**

Families who leave Work First for employment and maintain employment enhance their family's well-being. The state information system and other source documents will be utilized to measure Cumberland County's progress in helping at least 60% of former TANF recipients stay employed at least 6 months.

Retention social workers are available to assist clients up to 12 months after leaving Work First. The social worker completes an assessment of the family's needs. Services provided may include employment counseling, referrals to community agencies, and provision of DSS emergency or supportive services.

### **6. Benefit Diversion**

In Cumberland County diversion assistance means both financial and supportive services. This assistance is provided to enable a family to avoid long-term welfare assistance. Diversionary actions eliminate the need for public assistance and are a key component to effective welfare reform. Families and communities benefit from providing immediate intensive assistance. Families are able to postpone or eliminate the need for ongoing public assistance and thus, are able to conserve months of Work First eligibility. The state information tracking system and other source documents will be utilized to measure Cumberland County's progress. In FY 2007-2008 Cumberland County approved 1,323 Benefit Diversion cases, which was 134% of our goal of 988. Cumberland County will meet and exceed the Benefit Diversion goal which will be determined by the Division of Social Services. Status reports of progress made in achieving these goals will be made to the Work First Advisory Committee on a quarterly basis.

The following will be implemented in Cumberland County:

- All Work First Family Assistance applicants will be assessed for potential employment opportunities, Benefit Diversion assistance, child support, unemployment insurance and other potential sources of income. Appropriate referrals will be made.
- Appropriate utilization of agency and community resources will be encouraged and promoted to enable clients to avoid the need for welfare.

### III. B. County Developed Outcome Goals

Cumberland County has established county outcome and performance goals as follows:

**Employment:** Cumberland County will strive to exceed the annual employment goal. CCDSS continues to improve its strategies for making employment placements by coordinating job fairs and continuing partnerships with Fayetteville Technical Community College, City of Fayetteville, Employment Security Commission, Beasley Broadcasting, the Fayetteville Observer and local employers. Measurement of this goal will be made by using the monthly Work First Goals Report. Status reports of progress made in achieving this goal will be made to the Work First Advisory Committee on a quarterly basis.

**Staying Off Welfare:** Cumberland County will strive to exceed the annual Staying Off Welfare goal. CCDSS continues to enhance and develop ways to assist clients with job retention, thereby affording us the opportunity to exceed the state goal. Measurement of this goal will be made by using the monthly Work First Goals report. Status reports of progress made in achieving this goal will be made to the Work First Advisory Committee on a quarterly basis.

**Cumberland County Faith-Based Initiative** Faith-in-Action Program: The CCDSS Faith Community Coordinator will coordinate the program in order to meet the following goals: (1) recruit faith-based organizations (2) facilitate initial/ongoing development and training of faith team members, (3) identify and match Work First families to faith teams (4) educate staff about the Faith-in-Action Program, 5) provide the community with additional information regarding the *Faith-in-Action Program through public service announcements and other appropriate media*. Measurement of this goal will be made through monthly status reports submitted to the Social Work Program Manager as a means to track the overall program goals. Status reports of progress made in achieving this goal will be made to the Work First Advisory Committee on a quarterly basis.

**IV. Plans to Achieve the Outcomes and Goals**  
 Cumberland County  
 Work First Program Expectations

<u>Goal</u>	<u>Activities/Support Services</u>	<u>Participants</u>	<u>Place</u>
III. A. 1. EMPLOYMENT	ESC Contract	CCDSS, ESC	Spring Lake Resource Center
	Employment Resource Coordinators	CCDSS, Southeastern NC Employers	CCDSS, NC Businesses
	Develop additional resources	Consumer Credit, FTCC, CCDSS, FAST, Faith Community	CCDSS, Consumer Credit, FTCC, Houses of Worship in Cumberland County
	Facilitate Support Group Meetings	CCDSS, Client	CCDSS
	Support Education	Client, CCDSS, FTCC	CCDSS, FTCC
	Job Fair	Local employers and Job Fair partners	CCDSS
<u>Measurement</u>	Putting Adults to Work goal as determined by the NC Division of Social Services Status reports on progress made in reaching this goal will be made on a quarterly basis to the Work First Advisory Committee.		

**IV. Plans to Achieve the Outcomes and Goals**  
 Cumberland County  
 Work First Program Expectations

<u>Goal</u>	<u>A. Activities/B. Support Services</u>	<u>Participants</u>	<u>Place</u>
III. A. 2. Meeting Federal Participation Rates	Pay for Performance	CCDSS, client	CCDSS
	Thorough family assessments	CCDSS, community agencies, client	CCDSS, community agencies
	Fast tracking all mandatory clients	CCDSS, client	CCDSS
	Collaboration with community partners	Community agencies, CCDSS	CCDSS, community agencies
	Develop relationships with employers	CCDSS, employers, CCBC	CCDSS, businesses
	Employment counseling with both parents in two-parent cases	Client, CCDSS	CCDSS
	Substance abuse and/or mental health screening/counseling	Mental Health, CCDSS, client	CCDSS, Mental Health CCDSS
	Domestic Abuse counseling	CCDSS, Care Center, client	
Utilize Benefit Diversion	CCDSS		

**IV. Plans to Achieve the Outcomes and Goals**  
 Cumberland County  
 Work First Program Expectations

	Child Support	NC Child Support Enforcement	NCCSE
<p><u>Measurement</u>                      50% of All-Parent families meet requirements</p> <p>90% of Two-Parent families meet requirements</p>	<p>Status reports on progress made in reaching this goal will be made on a quarterly basis to the Work First Advisory Committee.</p> <p>Status reports on progress made in reaching this goal will be made on a quarterly basis to the Work First Advisory Committee.</p>		

Strategies for increasing participation are based upon Cumberland County's experience with the current Demonstration Grant Project which included the implementation of pay for performance requirements for all work eligible TANF recipients. Cumberland County has exceeded the all parent participation rate since implementation of the project in February 2007.

As an electing county we plan to continue the pay for performance requirements to maintain and/or increase current participation rates. Work First Employment Social Workers evaluate each case for the release of the monthly TANF check. The social workers provide services to families based on family centered practice principles. These principles insure that all clients are respected and heard, are assessed for family strengths, are not judged, and work as partners in the process of achieving self-sufficiency for their families. Clients who are unable to meet participation requirements due to good cause reasons may be authorized to receive the TANF check. Efforts to increase participation rates also include developing a specialized position to work with individuals with mental and physical impairments that may create barriers to employment.

**IV. Plans to Achieve the Outcomes and Goals**  
 Cumberland County  
 Work First Program Expectations

<u>Goal</u>	<u>A. Activities/ B. Support Services</u>	<u>Participants</u>	<u>Place</u>
III. A. 3. Providing Employment Services	Provide services to both able-bodied and disabled mandatory recipients	Client, CCDSS	CCDSS
	Monitor the potential participant report frequently	CCDSS	CCDSS
	Maintain adequate staff and caseload ratios to allow all mandatory clients to be served	CCDSS	CCDSS
	Train staff in proper coding and case management techniques	CCDSS	CCDSS
<u>Measurement</u>  80% of "all-parent" families receiving intensive employment services  100% of "two-parent" families receiving intensive employment services	Status reports on progress made in reaching this goal will be made on a quarterly basis to the Work First Advisory Committee.  Status reports on progress made in reaching this goal will be made on a quarterly basis to the Work First Advisory Committee.		

**IV. Plans to Achieve the Outcomes and Goals**  
 Cumberland County  
 Work First Program Expectations

<u>Goal</u>	<u>Activities/Support Services</u>	<u>Participants</u>	<u>Place</u>
III. A. 4. Benefit Diversion	Applicants assessed for employment, child support, diversion assistance and other agency referrals  Resource utilization promoted  ESC referrals  Child support referral	Client, CCDSS  CCDSS, Consumer Credit Counseling, community agencies  Client, CCDSS, ESC  CCDSS, client, Child Support Enforcement	CCDSS  CCDSS, Community agencies  CCDSS  CCDSS
<u>Measurement</u>  Benefit Diversion goal as determined by the NC Division of Social Services	Status reports on progress made in reaching this goal will be made on a quarterly basis to the Work First Advisory Committee.		

**IV. Plans to Achieve the Outcomes and Goals**  
 Cumberland County  
 Work First Program Expectations

<u>Goal</u>	<u>Activities/Support Services</u>	<u>Participants</u>	<u>Place</u>
III. A. 5. Staying Off Welfare	Develop resources  Provide retention services  Support lifetime learning  Utilize agency resources	CCDSS, Client, Community Agencies, CC Mental Health  CCDSS, Client, Employers  CCDSS, FTCC, Consumer Credit Counseling  CCDSS	CCDSS, Community Agencies  CCDSS, Businesses  CCDSS, FTCC  CCDSS
<u>Measurement</u>  90% of families that go to work stay off WFFA for 12 months.	Status reports on progress made in reaching this goal will be made on a quarterly basis to the Work First Advisory Committee.		

**IV. Plans to Achieve the Outcomes and Goals**  
 Cumberland County  
 Work First Program Expectations

<u>Goal</u>	<u>Activities/Support Services</u>	<u>Participants</u>	<b>Place</b>
III. A. 6. Job Retention	Provide retention services.  Utilize agency resources  Employment Security Collaboration	CCDSS, Client, Employers  CCDSS  CCDSS, Employment Security Office	CCDSS, Businesses  CCDSS  CCDSS, Employment Security Office
<u>Measurement</u>  60% employed 6 months after leaving Work First and 50% employed 12 months after leaving Work First	Status reports on progress made in reaching this goal will be made on a quarterly basis to the Work First Advisory Committee.		

## V. ADMINISTRATION

### A. Authority

Authority from the State of North Carolina has been given to our county board of commissioners by GS 108A-27(e) to decide whether our county is to be considered an electing county or a standard county. The Cumberland County Board of Commissioners decided through a unanimous vote on August 4, 2008 that Cumberland would be an electing county. It will review and approve the Work First Biennial County Plan as required in GS 108-27.3(d) for submission to the Division of Social Services by the deadline, October 31, 2008. The Cumberland County Board of Commissioners decided through a vote on March 2, 2009 that Cumberland would be a standard county.

### B. Organization

Cumberland County Department of Social Services (CCDSS) has developed and continues to refine its organizational structure for the provision of family strength based, employment-focused services. The Economic Independence Section of the Cumberland County Department of Social Services is structured to facilitate enhanced service coordination and delivery while promoting client focused services and improvement of linkages with community resources and employers.

The Economic Independence Section is divided into three branches. There are two Work First branches and a Child Care branch.

The two Work First branches are divided alphabetically to serve families of Cumberland County. This structure includes program specific teams for applications and maintenance of Temporary Assistance for Needy Families (TANF), Food & Nutrition Services and Family and Children's Medicaid. A clerical support team is assigned to each branch. A satellite office serves families that are geographically located in Spring Lake.

The TANF teams are responsible for assessing the employability needs of families. Emergency assistance or Benefit Diversion may be offered in order to remove barriers to gainful employment. The TANF teams link families with community resources and provide benefits as a part of the self-sufficiency plan. The teams take benefit applications, process and maintain all the cases of families that are applying for/or who are receiving TANF cash assistance to include TANF Child-Only.

The Medicaid Application teams take and process applications for Family and Children's Medicaid. The workers in these teams also maintain a

portion of the existing Medicaid maintenance cases. Four Medicaid maintenance teams manage the remainder of the cases. The Food & Nutrition Services Application Teams take and process applications for Food & Nutrition Services. The workers in these teams also maintain a portion of FNS maintenance cases. Two FNS maintenance teams manage the remainder of the cases. However, at the Spring Lake Family Resource Center, staff handle all Medicaid and Food Stamp programs for citizens of that community regardless of age or if they have dependent children.

The Work First employment social work staff is co-located in each branch with the TANF teams but functions are not consolidated. Information Sessions are held daily and function as the intake portal for families interested in receipt of cash benefits. The social workers assess and address the needs of families that present in crisis. After a thorough assessment of these families, a Mutual Responsibility Agreement Plan of Action is developed with the family in order to effectively plan supportive services that will enable the family to become economically self-sufficient. The social work staff has partnered with the Employment Security Commission at the Job Link Career Center to provide outreach services to the citizens of Cumberland County. Each Work First branch has two Retention Social Workers and an Employment Coordinator assigned. They interface with members of the branch to identify employment and retention needs.

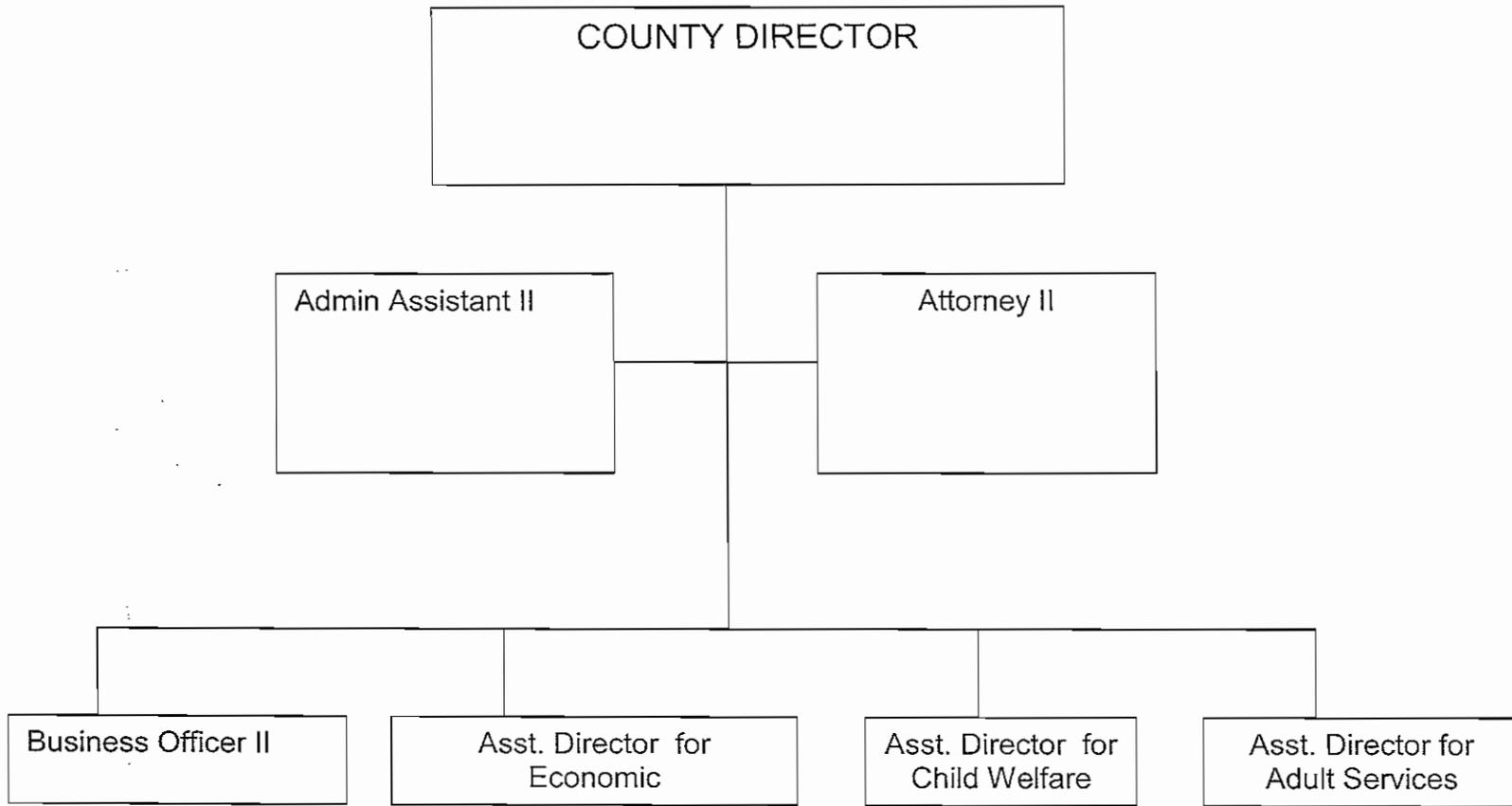
CCDSS has a collaborative agreement with the local Child Support Enforcement (CSE) Office to have a child support representative on site daily at CCDSS. This representative assists clients who have been identified by CSE as non-cooperative to be cooperative and thus meet policy compliances. The CSE representative is available to answer questions/concerns about services provided by the Child Support agency and to assist with technical support in the referral process.

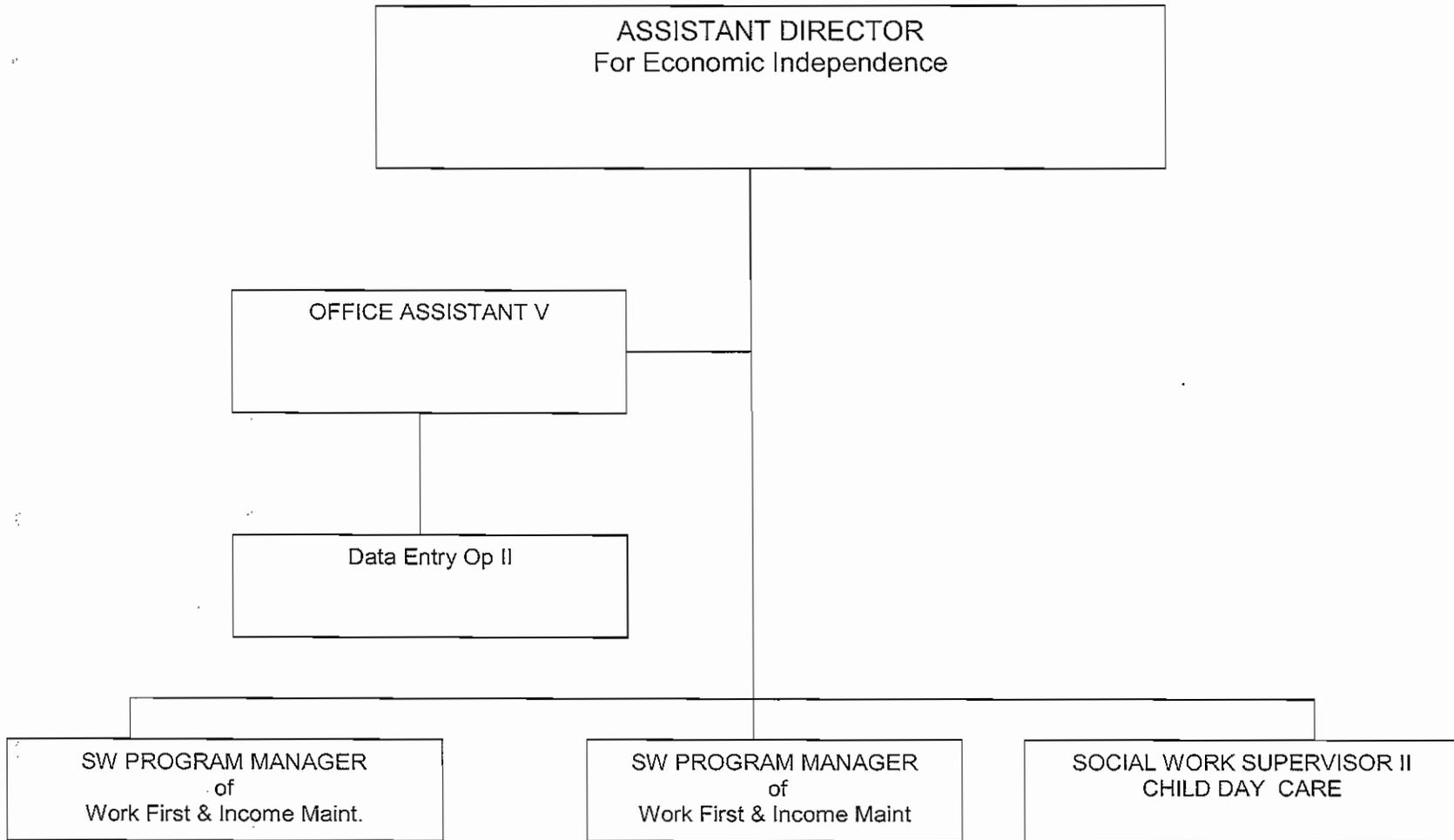
CCDSS has contracted with several agencies. A First Stop and Employment Interviewer from the Employment Security Commission (ESC) are assigned part time to the Spring Lake Family Resource Center. This ESC representative provides additional and expanded services that enhance the range of resources available to meet the special and individualized needs of Work First participants. The representative works closely with staff in the benefit and social work teams. The Consumer Credit Counseling Center has contracted to provide Money Management classes and manage payee cases for CCDSS. The agency has a contract with the Cumberland County Area Mental Health, Developmental Disabilities and Substance Abuse Authority (hereinafter, "Local Management Entity" or "LME") to provide two Qualified Professionals in Substance Abuse (QPSA). The QPSAs provide comprehensive substance abuse assessments for Work First applicants and recipients

who are at risk for substance abuse. They also conduct voluntary mental health assessments of Work First applicants and recipients. These specialized workers provide assessments and referrals for services to Work First and Food Stamp applicants convicted of Class H or I substance abuse felony offenses.

CCDSS has contracted with two part-time interpreters to provide services to Spanish speaking clientele. *There is also a contract with a temporary employment agency for interpreter services on an as needed basis.* Translations are available through the internet. Additionally, CCDSS arranges telephonic interviews on an as needed basis for non-English speaking clients. Services are available in 130 different languages.

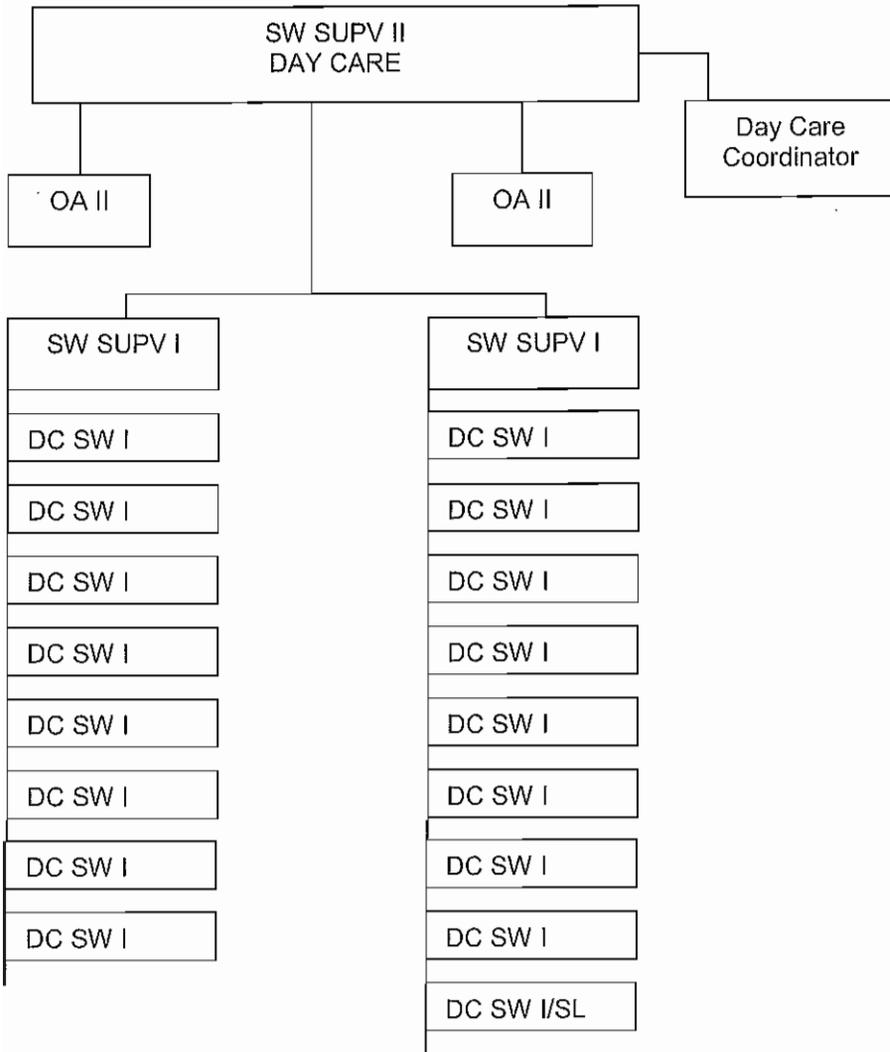
The third branch of the Economic Independence Section is the Child Care Branch. This branch offers subsidized child care services to eligible children and their families. One Child Care Coordinator is responsible for training new providers, both licensed and non-licensed, and enrolling them in the Subsidized Child Care Program of Cumberland County. This person is also responsible for updating the enrollment for all child care providers. The Child Care Branch is comprised of social work staff with caseloads alphabetically assigned. All child care social workers are responsible for determining initial eligibility and maintaining cases. There are five specialized caseloads. Three are assigned to Work First, Child Protective Services, and Foster Care cases. There is one social worker assigned to serve military families receiving subsidized child care services. A child care social worker at the Spring Lake Family Resource Center *manages all child care cases for families living in that area.*











### **C. First Stop-Employment Security Commission**

Cumberland County has executed a contract for the provision of agency based Employment Security Commission (ESC) services in Spring Lake, N.C. The primary purpose of this contract is to provide additional and expanded services in a geographical location that will enhance the range of resources available to meet the special individualized needs of Work First participants. This service includes First Stop registration, job search, job placement, job information, Employment and Training assessments and referrals. This position is located at the Spring Lake Family Resource Center. The working relationship established between Cumberland County Department of Social Services and the local Employment Security Commission provides an excellent basis for formulating plans and effective service delivery. Residents of Cumberland County who do not live in Spring Lake go to the DSS main building to register for First Stop during the application process.

The Department of Social Services has partnered with the ESC at the Job Link Career Center to provide outreach services to the citizens of Cumberland County. This service is staffed by Employment Services Social Workers from CCDSS who provide information, referrals and advocacy to families. The outreach staff informs visitors about services available to them through the Cumberland County Department of Social Services and other community organizations. Resources offered to assist families include transportation, child care, job retention services and health care needs.

### **D. Child Care**

Cumberland County will follow all mandated standard state policy when providing child care services.

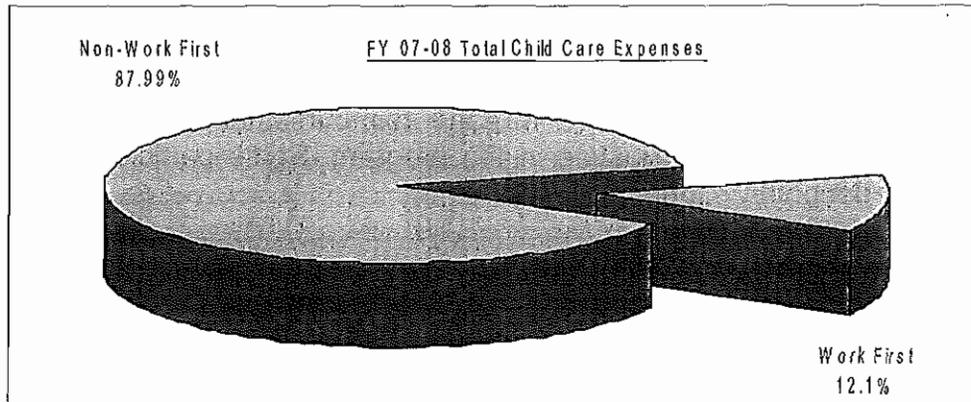
Child care provides supportive services which enable families to become self-supporting, prevent the neglect/abuse of children, reduce the risk of full-time separation of children from their own families and provide an environment to help the developmentally delayed child to expand and develop his/her physical, social, emotional and intellectual abilities. Child care funds are provided through this agency to assist with the cost of child care services provided by non-licensed homes or licensed child care facilities. This support is available to eligible families who meet established needs and income criteria. Parents are allowed to choose a licensed or non-licensed provider. Helpful information on locating suitable child care is available for families through CCDSS and Child Care Solutions. Child care record keeping and transactions are automated. This system is used to assist in the management of cases by improving

efficiency and reducing repetition. Client information is merged into form letters (i.e. annual reviews and quarterly reports). Smart Start plays a vital role in child care services in Cumberland County. The Smart Start subsidy allows our county to provide additional child care assistance for children 0-5 years of age. Smart Start funding is also used to assist in providing the social work staff needed for child care case management duties. The following priorities have been established by Cumberland County Department of Social Services for child care funds.

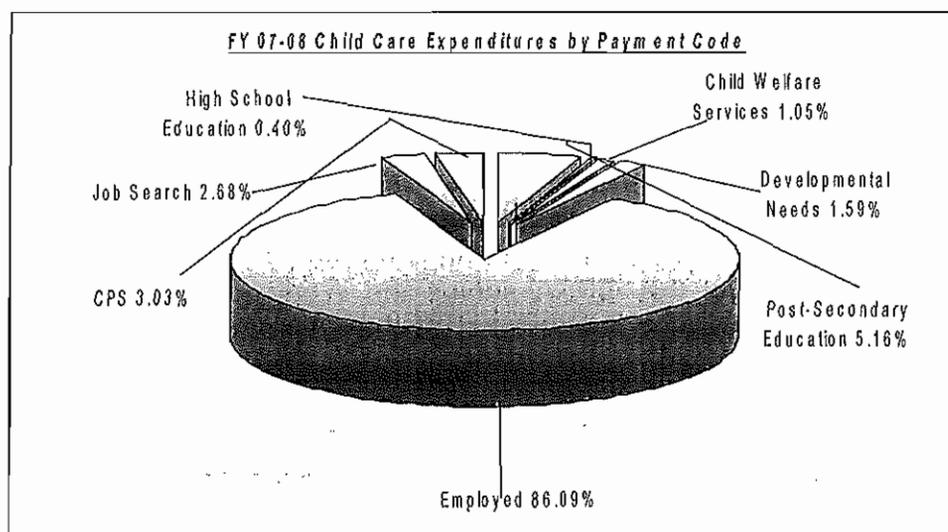
### **CUMBERLAND COUNTY SUBSIDIZED CHILD CARE PRIORITIES**

1. **PROTECTIVE SERVICES:** Children who need child care to support protective services will be prioritized over families who need child care for other reasons.
2. **WORK FIRST:** Families needing child care to support Work First employment or training will be given priority over other families needing *child care to support employment or training*.
3. **CHILDREN IN CCDSS LEGAL CUSTODY:** Children in legal custody of the Cumberland County Department of Social Services will be provided child care to support employment, education, and developmental needs.
4. **CHILD WELFARE SERVICES:** For families who need child care assistance to prevent or remedy problems that may result in the neglect or *abuse of children*, to support family reunification, to prevent foster care placement and to help families in crisis.
5. **MILITARY:** Active military or reserve families who need child care to support full-time employment (30 +hrs/wk).
6. **BENEFIT DIVERSION:** Families receiving Benefit Diversion who need child care to support employment (30+hrs/wk).
7. **CHILD CARE TO SUPPORT EMPLOYMENT:** Families who need child care to support full-time employment (30+ hrs/wk).
8. **CHILD CARE TO SUPPORT PART-TIME EMPLOYMENT:** Families who need child care to support part-time employment (less than 30 hrs/wk).
9. **DEVELOPMENTAL:** To meet the needs of children whose emotional, cognitive, social or physical development is delayed or at risk of delay.

10. **CHILD CARE TO SUPPORT FULL-TIME EDUCATION:** Families who need child care to support full-time participation in education or training (12 or more credit hours).
11. **TEEN PARENT:** Teen parents who need child care to remain in high school or middle school will be given priority over other families needing child care to support part-time education.
12. **CHILD CARE TO SUPPORT PART-TIME EDUCATION:** Families who need child care to support part-time education (less than 12 credit hours).
13. **APPLICANTS:** Families who need child care that have applied for TANF or Benefit Diversion when their income is below 200% of the Federal Poverty Level.



Source: FY 07-08 Client Services Data Warehouse



Source: FY 07-08 Client Services Data Warehouse

## **E. Transportation**

Cumberland County has taken great strides in identifying ways to provide transportation services to the Work First population. The Work First Advisory Committee assists in providing recommendations for addressing transportation issues. Transportation expenses will be paid from \$252,600 allocated from the Work First Grant.

- The county receives a Department of Transportation (DOT) grant that permits the payment of transportation expenses for employed qualified former TANF recipients and families below the 150% of poverty guidelines. This helps clients through the difficulty of transitioning from welfare to employment.
- The Cumberland County Department of Social Services purchases bus tickets from the Fayetteville Area System of Transit (FAST). These are distributed to Work First clients who are participating in employment activities.
- The Cumberland County Department of Social Services has established contracts with several taxi services. Taxi service is used as a temporary resource for clients with no current means of transportation.
- Work First participants may receive mileage reimbursement for travel expenses incurred while participating in the program. Some participants may qualify for a monthly stipend.

## **F. Substance Abuse Services**

Cumberland County Department of Social Services has historically worked closely with the Cumberland County Area Mental Health, Developmental Disabilities, and Substance Abuse Authority (hereinafter, Local Management Entity ("LME")) in the planning, development, delivery and coordination of human services. CCDSS has a contract with the LME to provide assignment of two Qualified Professionals in Substance Abuse (QPSA). The QPSA(s) provide substance abuse and voluntary mental health screenings for Work First and Child Welfare. The QPSA(s) make referrals as needed for substance treatment. The QPSA(s) also assess applicants of the Food and Nutrition Services who have been convicted of Class H or I substance abuse felony offenses. An additional QPSA position was made possible through funding by the Work First Demonstration Grant and this QPSA serves the Work First population exclusively. All three QPSA(s) are located at the Department of Social Services and receive clinical supervision by the LME. The QPSA(s) participate in SUCCESS staffings, Child and Family Team (CFT) Meetings, and in hearings that involve TANF families. Ongoing staff development on substance abuse and treatment options is facilitated by the QPSA(s).

### **G. Family Violence Option**

Family violence has been identified as a barrier to self-sufficiency for some Work First participants. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 offered all states the opportunity to adopt the Family Violence Option. This option provides the necessary opportunities and services needed to address the issues related to domestic violence. Work First participants can request a waiver of Work First requirements if participation jeopardizes their safety.

The Cumberland County Department of Social Services and the CARE Center Family Violence Program have contracted to provide Family Violence Option services to the Work First population. This center is located on the ground floor of the CCDSS building. TANF funds are utilized to provide safe housing for families with income at/or below 200% of poverty and considered victims of domestic violence. The Care Center Safe house/shelter staff will provide for essential needs of the eligible families. The shelter provides a safe place to reside, meals and various services for the victim and their family. The daily shelter rate will be specified in the final contract between Cumberland County Department of Social Services and the Care Center.

### **H. Maintenance of Effort (MOE)**

Cumberland County has been designated an electing county by the Cumberland County Commissioners and will maintain the same MOE spending level for Temporary Assistance for Needy Families (TANF) clients as in FY 1996-1997 (\$5,012,412). The MOE consists of \$4,550,412 in administrative expenses (including the cost of maintaining the CCDSS building, supplies, and staffing expenses) and \$462,000 in client expenses (\$66,900 TANF EA, \$252,600 client transportation expenses, and \$142,500 in other client expenses). Other client expenses include the purchase of client uniforms for work, client work-related supplies, tools, educational expenses (tuition, fees, or books), child care (registration and child care transportation), and other similar expenses.

## I. Child Welfare Services

Cumberland County expects to spend \$5,664,498 on Child Welfare Services

All supportive and benefit programs provided by the Economic Independence Section are designed to help stabilize families and prevent neglect or abuse of children. Cumberland County DSS continues to develop and refine strategies needed to enhance collaboration between Child Welfare and Work First services. In an effort to ensure continuity of services the following strategies have been identified:

- Work First and Child Welfare teams are located in the main office.
- A Child Welfare representative participates on the Work First Advisory Committee and in Work First hardship extension hearings.
- A Child Protective Service inquiry is conducted by Work First Employment Services to verify any Child Protective Services (CPS) involvement which could impact program participation.
- Work First and Child Welfare staff share relevant information and develop and implement joint service plans for mutual clients.
- The Child Welfare workers and supervisors are included in Work First Employment staffing when situations necessitate.
- Employment Services and TANF staff participate in Team Decision Making (TDM) meetings and Child and Family Team Meetings.
- The Assistant Directors from Child Welfare, Economic Independence and Adult Services meet routinely with the Director to exchange program information.
- Qualified Professionals in Substance Abuse (QPSA) and other social work staff provide direct support to Child Welfare services staff by participating in joint home/field visits as needed.
- Child Welfare and Work First Staff have embarked on utilizing the principles of the Multiple Response System (MRS). This approach embraces enhanced collaboration between Child Welfare and Work First in providing family centered services.

## VI. EMERGENCY ASSISTANCE

Cumberland County will follow standard state policy for emergency assistance.

Cumberland County will utilize a variety of agency and community resources in addressing the emergency needs of county residents. One method for addressing these needs will be through coordination with and referral to other local human service agencies and faith based organizations. Contractual agreements may be entered into for the provision of Emergency Assistance. A contractual agreement involving Salvation Army and Cumberland County Department of Social Services demonstrates how this coordinated approach can

help meet some of the emergency energy assistance needs of individuals and families. This agreement affords Cumberland County residents who meet income criteria and other program eligibility requirements, the opportunity to apply for the Crisis Intervention Program (CIP) through the Salvation Army.

In all requests for emergency assistance, prudent judgment will be applied when assessing the emergency. Prudent judgment may be the basis for denial of an emergency assistance request, for example if the household intentionally created the emergency or in situations when assistance will not alleviate the emergency, etc.

Cumberland County Department of Social Services may provide either directly or through contractual agreement, emergency assistance to Temporary Assistance for Needy Families (TANF) applicants, recipients or previous recipients meeting the following eligibility requirements:

- The family must have a child who lives with a relative as defined for Work First Family Assistance and meets the age limit for Work First Family Assistance.
- Emergency assistance recipients must meet the same citizenship requirements as for Work First Family Assistance.
- If medical care is paid using emergency assistance, the funds must be state/county maintenance of effort funds, not commingled with TANF funds. TANF funds can not be used to provide medical care.
- Only short-term benefits may be provided. Short-term benefits are described as nonrecurring, short-term benefits designed to deal with a specific episode of need, not intended to meet recurring or ongoing needs and not extend beyond four months.
- The family must be experiencing an emergency.
- The family must first utilize available resources and/or assistance available from other agencies/organizations prior to receipt of emergency assistance.

All TANF applicants or families actively receiving Work First services and who comply with the program expectations may receive a variety of emergency assistance. The emergency assistance is directly or indirectly related to establishing employment goals and/or emphasizing our efforts to provide early intervention and crisis prevention. Work First Family Assistance applicants, recipients, and families actively receiving Work First Services must meet TANF income limits to qualify for emergency assistance.

Types of emergency and short-term assistance provided to the residents of Cumberland County are listed below:

- Benefit Diversion is an option for eligible families in need of emergency assistance. This resource enables families, meeting program eligibility requirements, access to short-term emergency assistance needed to respond

to a wide range of critical needs. In addition, Benefit Diversion assistance does not activate the federal or state TANF time limits, thus preserving this resource. Individuals receiving Benefit Diversion will be afforded services designed to promote and/or encourage self-sufficiency. If the client remains employed at the end of their benefit diversion assistance period, the entire assistance unit is evaluated for transitional Medicaid, which would allow medical coverage for a one year period.

- Retention Services provide, either directly or through contractual agreement, emergency assistance to former TANF recipients meeting the following eligibility requirements:
  - Total gross family income must be at/or below 200% of the federal poverty level.
  - The family must have transitioned from TANF within twelve (12) months of applying for emergency assistance.
  - Emergency cash assistance will always be made in conjunction with other services to promote and/or maintain self-sufficiency. (Example: financial counseling, money management classes, etc.)
  - Failure to comply with service plans made in conjunction with authorization of emergency cash assistance may disqualify the recipient from eligibility for further emergency cash assistance for a period of one year.
  - Former TANF recipients who have been disqualified from the program for failure to comply with a substance treatment program may be disqualified from receiving emergency assistance.
  - The expenditure of Work First Emergency Assistance funds will follow the same guidelines as the agency's General Assistance Policy.
  
- Cumberland County Department of Social Services may provide, either directly or through contractual agreement, emergency assistance to households receiving or applying for TANF Child-Only assistance. This assistance will be provided to eligible households meeting the following requirements:
  - Total gross family income at/or below 200% of the federal poverty level.
  - Emergency assistance may be used to stabilize the family or to avoid out-of-home placement of the child (ren).
  - Coordination will occur with Child Protective Services and other community resources when appropriate to insure that household needs are met. Cumberland County expects to spend \$66,900 on TANF EA.

**VII. SERVICES TO LOW INCOME FAMILIES (UNDER 200% OF POVERTY)**

Cumberland County will follow standard state policy for low income families under 200% of poverty.

Cumberland County expects to spend \$22,000 on clients whose income is below 200% of poverty and who meet all other policy requirements.

**Retention Services:** Former Work First families need support to help them transition into a working lifestyle and maintain their self-sufficiency. Cumberland County provides retention services to former Work First Family Assistance clients. Retention services offer employment counseling and referrals to community resources to help clients succeed in the work environment. These services are available to former TANF recipients who are employed, have transitioned from TANF within twelve (12) months of applying for emergency assistance, and whose income is at or below 200% of poverty.

**Emergency Assistance:** Limited emergency financial assistance from Work First Block Grant funds will be provided either directly or through contractual agreement to families meeting eligibility requirements. (See Emergency Assistance Section VI. for eligibility requirements)

**Family Violence Services:** Cumberland County Department of Social Services and the CARE Center Family Violence Program entered into a contract to implement family violence services for families whose income is at or below 200% of the poverty level. TANF funds are utilized to provide domestic violence services to these families. The CARE center is located on the ground floor of the CCDSS building.

**Services to Families Receiving Food & Nutrition:** Cumberland County DSS is committed to helping stabilize families and preventing the abuse and neglect of children. Providing services to reduce risks to children and to allow families to obtain and maintain employment is essential to meeting this goal. Cumberland County will provide limited emergency food assistance and employment-related supportive services to Food & Nutrition only families whose income is at or below 200% of the poverty level. The employment-related services may include providing funding for criminal background checks, drug testing, uniforms, training required by the employer as a condition for continued employment and limited transportation assistance. Referrals may be offered for ESC counseling or for other employment-related services such as the free Fayetteville Technical Community College CAPES class or the Career-Start Program. The provision of services is dependent upon the availability of sufficient funding.

**Services to families receiving Child-Only TANF:** Cumberland County DSS believes that children are best served and protected when the needs of the entire family are assessed and addressed. Five Preventive Intervention Social Workers provide services to TANF Child-Only families. The purpose of these workers is to provide intensive short/long-term services to assist families who may be experiencing difficulties that are disrupting or could possibly disrupt the stability of the family's functioning. The goal of the services is to reduce risk to children. Services offered may include assessments and referrals to and coordination of services with community agencies and/or treatment providers. Intensive in-home mentoring, coordination of services with Child Welfare Services and local legal systems, and other supportive services may be offered as appropriate.

### **VIII. SERVICES TO NON-CUSTODIAL PARENTS**

The Cumberland County Department of Social Services does not provide direct employment related services to non-custodial parents of Work First children. However, the agency does screen and assess all individuals who present themselves for assistance. Appropriate referrals are made to the Department of Social Services Employment Coordinators and Retention Social Workers for counseling and to the Employment Security Commission, Workforce Development Center, NC Vocational Rehabilitation Services and other community resources for all other work-related services.

### **IX. EXEMPTION FROM THE WORK REQUIREMENT**

Depending on the availability of sufficient funding (especially subsidized childcare funding), a single custodial parent of a child less than 3 months old is not required to comply with work requirements for 3 months. This exemption cannot exceed 3 months per lifetime of benefits received. Provision of services to families with a child older than 3 months and younger than 12 months will. If sufficient funding for child care is not available, Cumberland County will follow the standard 12 month period of exemption. CCDSS reserves the right to return the 'S' code exemption status to eligible clients who voluntarily relinquish it and subsequently become unable and/or unwilling to meet program participation requirements.

### **X. INNOVATIVE COUNTY STRATEGIES**

Cumberland County has initiated numerous innovative strategies in meeting the Work First Program goals. These strategies are both agency and community based and are referenced earlier in this plan. The following is a listing of some of these innovative strategies:

- A representative of the Social Security Administration serves as a liaison to assist with information and policy interpretation.

- A representative of the Employment Security Commission is located at the Spring Lake Family Resource Center. They provide job placement, job readiness, job development, and First Stop registration services.
- A representative of Army Community Services serves as a liaison to assist with information of services and referrals.
- A representative of the Fayetteville Metropolitan Housing Authority serves as a liaison to assist with identification of available and appropriate housing.
- Three Qualified Professionals of Substance Abuse (QPSAs) are on site at Cumberland County Department of Social Services (CCDSS). Services provided include mental health and substance abuse screenings and assessments, substance abuse education to CCDSS staff and case consultation at clients' staffing
- The Educational Opportunity Center at Fayetteville State University offers services on site at CCDSS.
- Fayetteville Technical Community College provides an instructor to staff a Human Resource Development Lab on site at CCDSS. The lab is available for clients to participate in job readiness activities.
- Various community agencies provide services to the homeless and other families experiencing crisis situations. An agency representative serves on the Coalition for Services to the Homeless.
- The Low Income Energy Assistance Program (LIEAP) is administered by CCDSS.
- The Crisis Intervention Program (CIP) and Progress Energy (Project Warmth) provide emergency heating/cooling assistance through a contractual agreement with the Salvation Army.
- Four retention social workers provide counseling and referrals to former Work First clients who are employed. These services may be provided at the client's place of employment with the cooperation of the employer.
- Two Employment Resource Coordinators provide liaison employment services for CCDSS staff and the business community.
- Three Human Resource Placement Specialists are available to help clients by offering services and helping them enter the workforce.
- The Spring Lake Family Resource Center (satellite office) provides a one-stop center for clients receiving TANF, Family and Children's Medicaid, Adult Medicaid, Subsidized Child Care, Food and Nutrition Services, Work First Employment, Child Welfare Services and an array of services through other county agencies for residents of Spring Lake, NC.
- A Domestic Violence Program is available on site at CCDSS. Services are provided to both victims and perpetrators.
- CCDSS hosts two job fairs on site annually through a partnership with the Fayetteville Observer, Beasley Broadcasting, Fayetteville Technical Community College, City of Fayetteville and the Fayetteville-Cumberland County Chamber of Commerce. As many as 1,800 individuals seeking employment have attended.
- CCDSS implemented the daily Information Sessions beginning June 2003 to enhance the knowledge of families seeking financial assistance. These

sessions identify potential resources that may be available to meet the needs of families. Resource information is available regarding Child Support, Unemployment Benefits, Social Security, Veteran's Assistance, and others.

- Consumer Credit Counseling is contracted to provide payee services and money management classes for WFFA recipients.
- Success staffings and Child and Family Team Meetings (CFTs) that include other community/agency representatives are conducted to further assess, identify strategies and develop plans for the self sufficiency of families.
- A representative from Child Support is on site part-time at the main CCDSS building to provide clarification of policy and procedures in the establishment and collection of court orders.
- The organizational structure of CCDSS facilitates successful communication between TANF and Work First Employment staff by co-locating staff, assigning caseloads by alpha and providing joint training.
- The Work First Advisory Committee is crucial to the synchronization of efforts on behalf of clients and provides valuable input from the community. Program status is reported to the committee at quarterly meetings.
- CCDSS continues to promote neighborhood based supportive services (i.e., Interfaith Hospitality Network, Nurturing Umbrella Program, (etc) that empowers families by encouraging healthy, stable family units to include responsible fatherhood.
- Enhancement of transportation resources will continue to be developed to include vanpools and other methodology to address this need.
- Customer Service training continues to be provided by CCDSS Staff Development and other agencies for employees to enhance customer service.
- A Faith Community Coordinator will continue to promote the "Faith-in-Action" program to develop partnerships with the faith community to provide services to identified families.
- Continue to provide services by Preventive Intervention Social Workers, whose primary purpose is the stabilization of TANF families, including Child-Only and exempt cases to prevent child abuse and neglect.
- A Grandparent/Other Relative Support Group was developed to empower caretakers to identify services and resources available to meet the needs of dependent children in their care.
- A Family Advisory Board has been identified and meets quarterly to be a voice for families to collectively express their concerns.
- Enhance outreach services and heighten awareness to the community via pamphlets, public service announcements, neighborhood resource centers and the news media.
- Child and Family Team Meetings provide assistance in coordinating services to open Child Welfare cases. These teams consist of staff from Child Welfare Services, the Economic Independence Section, Qualified Professionals of Substance Abuse (QPSAs), community agency representatives and others i.e. family members, foster parents, etc.

- The Economic Independence Section continues to promote community-based resources through the Families Helping Families philosophy.
- Fayetteville Technical Community College and CCDSS have created a pre-employment class at FTCC to assist individuals interested in employment.
- The Cumberland County Staff Development Team provides professional training opportunities on site.
- Work First coordinates/collaborates with local military installations to provide optimum services to military families. Geographical assignments have been developed to address needs of families. (See map which shows concentrations of Work First clients.)
- Provide limited emergency food assistance, infant/child car seat rental assistance, limited transportation and other employment related supportive services to Food and Nutrition Services only families whose income is below 200% of the poverty level.
- Explore the potential of a fatherhood initiative program.

## **XI. SPECIAL ISSUES**

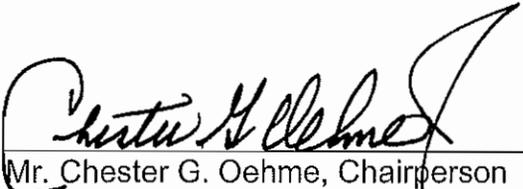
The continuation of community support for the Cumberland County Work First Program is critical to its ongoing success. It is recognized that new challenges will be faced in meeting higher performance standards and providing the intensive services needed by participants with the greatest barriers to employment. Cumberland County has identified a number of special issues that would impact on Work First Program operations. These include:

- Lack of accessibility to public transportation to the rural areas of the county.
- Cumberland County's labor market is primarily military and service oriented. The median income for a household in the county is \$39,035. The per capita income for the county is \$17,376. Approximately 16.2% of the population is below the poverty level.
- Cumberland County's economy is significantly impacted by Fort Bragg and Pope Air Force Base. The deployment of troops severely impacts the economic viability of the county by causing a loss of jobs. The Base Realignment And Closure (BRAC) will provide both opportunities and challenges to Cumberland County's economy.
- Insufficient childcare funding increases the number of people applying for assistance in order to obtain help with childcare costs.
- *Economic issues such as plant closings and shortage of state and county funds, as well as the county's unemployment rate increase the need for Work First assistance. NC has an unemployment rate of 6.8% in June 2008. The current unemployment rate in Cumberland County is 7.2% in June 2008 \*. Natural disasters such as hurricanes, floods, tornadoes, snow and ice storms also have an impact on the delivery of services.*
- Cumberland County has not had enough subsidized child care funds to provide all eligible low income working parents with affordable child care.

**XII. CERTIFICATION**

Cumberland County  
Work First Program Plan  
Certification

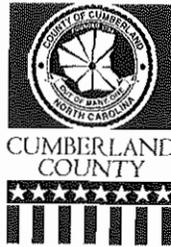
The following signatures certify the Cumberland County Work First Plan for 2009-2011 was approved by the Cumberland County Social Services Board and the Cumberland County Board of Commissioners.

  
\_\_\_\_\_  
Mr. Chester G. Oehme, Chairperson  
Cumberland County Social Services Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Jeannette M. Council, Chair  
Cumberland County Board of Commissioners

\_\_\_\_\_  
Date



ITEM NO. 1 J

**OFFICE OF THE COUNTY ATTORNEY**

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762 • Fax: (910) 678-7758

February 24, 2009

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF MARCH 2, 2009**

**TO: BOARD OF COMMISSIONERS**

**FROM: GRAINGER BARRETT, COUNTY ATTORNEY** *GB*

**SUBJECT: APPROVAL OF ORDINANCE RESTRICTING AND RESERVING PARKING SPACES IN THE PARKING LOT ON THE NORTH SIDE OF THE COURTHOUSE BOUNDED BY PERSON AND FRANKLIN STREETS.**

**BACKGROUND:** G.S. 153A-170 authorizes the Board of Commissioners by ordinance to regulate parking in county-owned property. The enclosed ordinance would amend Article II, Chapter 9 of the Cumberland County Code to reserve parking in the gated parking lot on the north side of the County Courthouse for the Commissioners' Office, and appropriate spaces for the Register of Deeds, the District Attorney's Office, the Magistrate's Office, the County Manager's Office, the County Attorney's Office, the Tax Administrator, the County Information Services Director, the Criminal Justice Support Unit Director, the County Human Resources Director, the Courthouse Deli franchisee, County department couriers, and County Building Facilities maintenance, as designated by the County Manager. The enclosed ordinance also makes technical amendments deleting references to Cape Fear Medical Center.

**RECOMMENDATION:** Approve ordinance amending Article II of Chapter 9 of the Cumberland County Code to restrict and reserve parking in the gated parking lot on the north side of the County Courthouse for the Commissioners' Office, and appropriate spaces for the Register of Deeds, the District Attorney's Office, the Magistrate's Office, the County Manager's Office, the County Attorney's Office, the Tax Administrator, the County Information Services Director, the Criminal Justice Support Unit Director, the County Human Resources Director, the Courthouse Deli franchisee, County department couriers, and County Building Facilities maintenance, and to make technical amendments deleting references to Cape Fear Valley Medical Center.

*Celebrating Our Past... Embracing Our Future*

**AN ORDINANCE OF THE CUMBERLAND COUNTY BOARD OF  
COMMISSIONERS AMENDING ARTICLE II OF CHAPTER 9 OF THE  
CUMBERLAND COUNTY CODE TO RESTRICT AND PROVIDE RESERVED  
PARKING IN THE PARKING LOT OF THE COUNTY COURTHOUSE ON THE  
NORTH SIDE OF THE COUNTY COURTHOUSE BOUNDED BY PERSON AND  
FRANKLIN STREETS, AND TO MAKE TECHNICAL AMENDMENTS**

The Board of Commissioners of Cumberland County, North Carolina ordains that Chapter 9 of the Cumberland County Code of Ordinances is amended as follows:

1. Section 9-22 is amended by designating the current sentence subsection (a) and adding a new subsection (b) to read as follows:

(b) All of the parking spaces in the area of the County Courthouse parking lot on the north side of the County Courthouse bounded by Person and Franklin Streets shall be reserved parking for key personnel and critical functions, and restricted for use by those persons or organizations for whom the parking is designated. Said reserved spaces shall include sufficient spaces as determined by the County Manager for the Commissioners' Office, and appropriate spaces for the Register of Deeds, the District Attorney's Office, the Magistrate's Office, the County Manager's Office, the County Attorney's Office, the Tax Administrator, the County Information Services Director, the Criminal Justice Support Unit Director, the County Human Resources Director, the Courthouse Deli franchisee, County department couriers, and County Building Facilities maintenance.

2. Section 9-21 is amended by the word "Auditorium" and inserting in lieu thereof the words "Civic Center".

3. (a) Section 9-28 is amended by deleting all of subsection (a) up to and except for the two sentences of subsection (2) thereof, which shall become the body of subsection (a) as amended.

(b) Subsection 9-28(a) as amended immediately above is further amended by inserting a terminal period after the word "described" in the last sentence and deleting in its entirety the phrase "at locations other than the Cape Fear Valley Medical Center."

4. (a) Section 9-30 is amended by deleting the word "other" immediately preceding the word "violations" in the fourth sentence thereof and deleting in the same sentence the phrase "occurring at locations other than Cape Fear Valley Medical Center".

(b) Section 9-30 is further amended by deleting the third sentence thereof.

5. Section 9-31(a) is amended by deleting the last sentence thereof.

This ordinance shall be effective upon its final adoption pursuant to law.

This the \_\_\_ day of March, 2009.

JEANNETTE M. COUNCIL  
Chairman

BILLY R. KING  
Vice Chairman

J. BREEDEN BLACKWELL  
KENNETH S. EDGE  
MARSHALL FAIRCLOTH  
JIMMY KEEFE  
EDWARD G. MELVIN



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

5th Floor, New Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7771 • Fax: (910) 678-7770

February 4, 2009

ITEM NO. 1K

**AGENDA ITEM FOR MARCH 2, 2009**

To: Board of Commissioners

From: Marsha Fogle, Clerk

RE: Adoption of a Proclamation proclaiming April 19-25, 2009 "Volunteer Week"  
in Cumberland County

BACKGROUND: The Retired Senior Volunteer Program has requested that the Board adopt the above noted proclamation (attached). The Chairman of the Board has been invited to read the Proclamation at the Volunteer Luncheon on April 24, 2009.

ACTION: Adopt Proclamation.

*Celebrating Our Past...Embracing Our Future*

COUNTY OF CUMBERLAND

NORTH CAROLINA

PROCLAMATION

WHEREAS, Volunteer Week, a tradition in our County, designates a special time to recognize and celebrate the awesome hard work of volunteers; and

WHEREAS, numerous agencies use Volunteer Week to highlight the many contributions of its volunteers and the thousands of service projects in our community; and

WHEREAS, volunteers are among our "most valuable resources" and donate thousands of hours to our community; and

WHEREAS, the Retired Senior Volunteer Program (RSVP) provides coordination for retired citizens 55 and over who want to contribute their time, talent and skills to others by volunteering in hospitals, government offices, non-profit and other agencies throughout the community.

NOW, THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Commissioners PROCLAIMS April 19-25, 2009 "VOLUNTEER WEEK" in Cumberland County and calls upon its citizens to answer the call of service by volunteering to ensure a better quality of life for everyone in the community.

Adopted this 2<sup>nd</sup> day of March, 2009.

---

Jeannette Council  
Chairman

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>BO9-284</u>
Date Received	<u>2/9/2009</u>
Date Completed	

Fund No. 101 Agency No. 440 Organ. No. 4412

Organization Name: Smart Start-MotherRead

ITEM NO. 1L(1)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4414	NC Motherread	77,273	(5,162)	72,111
		77,273	(5,162)	72,111

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1265	314	Salaries-P/T County	44,670	(5,472)	39,198
3474	315	Employee Training	800	150	950
299A	315	Computer Hardware	1,000	160	1,160
		Total	46,470	(5,162)	41,308

**Justification:**

The Library would like to revert \$5,162.00 back to PFCCC. Due to a vacancy in personnel we have accumulated lapsed salary. They also want to add some money to the Computer Hardware so they can purchase a computer.

**Funding Source:**

State: (5,162) Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: <u>Jody Bisacher</u> Department Head	Date: <u>2/9/09</u>	Approved By:  County Manager  Board of County Commissioners
Reviewed By: <u>Kelly Curtis</u> Finance Department	Date: <u>2/11/09</u>	
Reviewed By: <u>Anna Cannon</u> Deputy Assistant County Mgr	Date: <u>2/25/09</u>	

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B09-286
Date Received	2/18/2009
Date Completed	

Fund No. 101 Agency No. 470 Organ. No. 4702  
 Organization Name: Education

ITEM NO. 1L(2)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance		31,049	
Total			31,049	

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3869	378	FTCC PEG Channel Support	0	31,049	31,049
			0	31,049	31,049

**Justification:**

Revision to appropriate fund balance of \$31,049 to budget Supplemental PEG Channel Support funds received in FY2007, FY2008 and current year. Funds are to be used by FTCC to offset their expenses for the local community TV channel.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department Head  
 Reviewed By: Howard C. Bar Date: 2/18/09  
 Finance Department  
 Reviewed By: Amyd Cannon Date: 2/25/09  
 Deputy/Assistant County Mgr

<b>Approved By:</b>	
_____	Date: _____
<b>County Manager</b>	
<b>Board of County Commissioners</b>	
_____	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B09-288
Date Received	2/20/2009
Date Completed	

Fund No. 101 Agency No. 426 Organ. No. 4214  
 Organization Name: Day Reporting

ITEM NO. 1 L(3)a

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4514	NC Criminal Justice	213,557	500	213,557
		213,557	500	214,057

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3470	136	Travel	1,900	500	2,400
		Total	1,900	500	2,400

**Justification:**

Revision in the amount of \$500 to budget reallocation funds for travel.

Funding Source: State: 500 Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department Head  
 Reviewed By: Kelley Outrey Date: 2/20/09  
 Finance  
 Reviewed By: Amy H. Cannon Date: 2/25/09  
 Deputy Assistant County Mgr

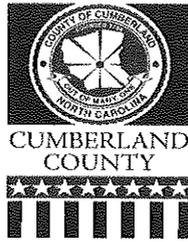
Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____



Donovan McLaurin,  
Chair  
Wade, Falcon & Godwin

Lori Epler,  
Vice-Chair  
Cumberland County

Garland C. Hostetter,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman  
Patricia Hall,  
Town of Hope Mills  
Charles C. Morris,  
Town of Linden



## COUNTY of CUMBERLAND

*Planning & Inspections Department*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Walter Clark,  
Roy Turner,  
Sara E. Piland,  
Cumberland County

Benny Pearce,  
Town of Eastover

ITEM NO. 2

February 18, 2009

### MEMORANDUM – BOARD OF COMMISSIONERS MEETING

TO: BOARD OF COUNTY COMMISSIONERS

FROM: THOMAS LLOYD, DIRECTOR OF PLANNING AND INSPECTIONS *TJL*

THRU: JAMES MARTIN, COUNTY MANAGER  
JUANITA PILGRIM, DEPUTY COUNTY MANAGER

SUBJECT: PUBLIC HEARING FOR THE ANNUAL COMMUNITY  
TRANSPORTATION PROGRAM GRANT

**BACKGROUND:**

According to the attached memo from our Transportation Program Coordinator, the NCDOT deadline for our yearly application for Community Transportation Program Grant funds is March 31, 2009. The required Public Hearing has been advertised for the Board's March 2, 2009 9:00 A.M. meeting. This Grant incorporates the administrative funds for the Cumberland County Community Transportation Program as described in the memo and attached application.

**RECOMMENDATION:**

Review the attached application and conduct a Public Hearing on March 2, 2009.

**PROPOSED ACTION:**

Conduct the Public Hearing and approve the FY 2010 Application for Community Transportation Program Grant funds.

**ATTACHMENTS**

FY 2010 Community Transportation Program Grant Application

Joel Strickland  
Chairman



Kristine Wagner  
Transportation Coordinator

William H. Robinson  
Vice Chairman

130 Gillespie Street  
Fayetteville, NC 28301  
910-678-7624  
[kwagner@co.cumberland.nc.us](mailto:kwagner@co.cumberland.nc.us)

CUMBERLAND COUNTY  
TRANSPORTATION ADVISORY BOARD

---

February 18, 2009

**MEMORANDUM**

TO: Thomas Lloyd, Director of Planning and Inspections  
FROM: Kristine Wagner, Transportation Program Coordinator   
SUBJECT: FY 2010 Community Transportation Grant Application

Enclosed please find the FY 2010 Community Transportation Program Grant Application and all supporting documentation. It is requested that the Public Hearing be held on March 2, 2009 at the Cumberland County Board of Commissioners meeting. In addition to holding the Public Hearing on that date, it is requested that the Board of Commissioners approve the application as presented. The application must be submitted to NCDOT – Public Transportation Division by March 31, 2009.

This is the annual request that funds the administration portion of the Cumberland County Community Transportation Program. The funding period is July 1, 2009 to June 30, 2010.

The opportunity to attend a public hearing has been advertised on February 13, 2009 in the Fayetteville Observer, and on February 3, 2009 in Acento Latino.

The Community Transportation Program is requesting the following funding amounts from NCDOT – Public Transportation Division:

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$79,535	\$11,930(15%)

If you should have any questions or need additional information, please feel free to contact me.

**NORTH CAROLINA  
DEPARTMENT OF  
TRANSPORTATION**



**FY 2009 – 2010  
COMMUNITY TRANSPORTATION  
PROGRAM APPLICATION**

**COUNTY OF CUMBERLAND**

# COMMUNITY TRANSPORTATION PROGRAM RESOLUTION

## Section 5311

### FY 2009 - FY 2010 RESOLUTION

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation and to provide the necessary assurances.

A motion was made by *(Board Member's Name)* \_\_\_\_\_ and seconded by *(Board Member's Name or N/A, if not required)* \_\_\_\_\_ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis);

WHEREAS, *(Legal Name of Applicant)* the County of Cumberland hereby assures and certifies that it will comply with the federal and state Statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements which relates to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)\** County Manager of *(Name of Applicant's Governing Body)* the County of Cumberland is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)\** Marsha Fogle *(Certifying Official's Title)* Clerk to the Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* Board of Commissioners of the County of Cumberland duly held on the 2nd day of March, 2009.

\_\_\_\_\_  
*Signature of Certifying Official*

**\*Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) \_\_\_\_\_

\_\_\_\_\_  
*Notary Public \**

\_\_\_\_\_  
*Address*

My commission expires (date) \_\_\_\_\_



**FEDERAL (FTA) AND STATE (NCDOT) CERTIFICATIONS AND ASSURANCES FOR  
COMMUNITY TRANSPORTATION PROGRAMS  
STATE FISCAL YEAR 2010**

*In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for North Carolina Community Transportation programs. North Carolina Department of Transportation (NCDOT) requires each Subrecipient of State Assistance and Federal Transit Administration (FTA) Federal assistance awarded to NCDOT to provide as many certifications and assurances as needed for all programs for which the Subrecipient intends to seek FTA and NCDOT assistance during Federal Fiscal Year 2009.*

*Eighteen (18) Categories of certifications and assurances are listed by numbers 01 through 18 in this document. NCDOT recommends that Subrecipients certify to all categories. Eastern Band of Cherokee Indians must certify to Category (19).*

*NCDOT and the Subrecipient understand and agree that not every provision of these certifications and assurances will apply to every Subrecipient or every project for which NCDOT provides (FTA) Federal and (NCDOT) State financial assistance through a Grant Agreement. The type of project and the section of the statute authorizing (FTA) Federal financial assistance and/or (NCDOT) State financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of FTA's enabling legislation currently in effect.*

*The Subrecipient also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Subrecipient or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(15) for Federal Fiscal Year 2009 at the FTA Web site <http://www.fta.dot.gov/documents/15-Master.pdf>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.*

*Note that by an opinion of the North Carolina Attorney General's office, all Federal requirements have been passed down to State funded assistance.*

*The Applicant must submit its certifications and assurances by completing and submitting the selection and signature pages at the end of this document: 1) Certifications and Assurances selection page; 2) Affirmation of Applicant; and 3) Affirmation of Applicant's Attorney.*

**01. ASSURANCES REQUIRED FOR EACH APPLICANT**

*Each Subrecipient of FTA assistance awarded to NCDOT and each Subrecipient of State assistance must provide all assurances in this Category "01." NCDOT may not award any State or Federal assistance until the Applicant provides the following assurances by selecting Category "01."*

**A. Assurance of Authority of the Applicant and Its Representative**

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with NCDOT on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA/NCDOT grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement with NCDOT issued for its approved project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

C. Intergovernmental Review Assurance

Except if the Applicant is an Indian tribal government seeking assistance authorized by 49 U.S.C. 5311(c)(1), the Applicant assures that each application for Federal assistance it submits to FTA has been submitted or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Applicants for Federal assistance under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for

State Fiscal Year 2010 Community Transportation Program  
Federal Assistance 5311 Certifications and Assurance

purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.

- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. U.S. Office of Management and Budget (OMB) Assurances

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
- (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, 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 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit 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 disability;
  - (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse;
  - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

State Fiscal Year 2010 Community Transportation Program  
Federal Assistance 5311 Certifications and Assurance

- (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 *et seq.*, relating to confidentiality of alcohol and drug abuse patient records;
  - (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and
  - (i) Any other nondiscrimination statute(s) that may apply to the project;
- (6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable State and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:
- (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
  - (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;
  - (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;
  - (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);
  - (e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
  - (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
  - (g) The Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;
  - (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and
  - (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted projects;
- (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;

State Fiscal Year 2010 Community Transportation Program  
Federal Assistance 5311 Certifications and Assurance

- (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
- (11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
- (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
- (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the State;
- (14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:
  - (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
  - (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
  - (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
  - (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
  - (e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
  - (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
  - (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
  - (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
  - (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
  - (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and
  - (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c ; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;
- (15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;
- (16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;
- (17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4,

- regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;
- (18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and
  - (19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

## 02. LOBBYING CERTIFICATION

*An Applicant that submits an application to NCDOT for State or (FTA) Federal assistance exceeding \$100,000 is required to provide the following certification. NCDOT may not award State or Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."*

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
  - (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
  - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
  - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 03. PROCUREMENT COMPLIANCE

*In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian tribal government that submits an application to NCDOT for State or (FTA) Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." NCDOT also requests other Applicants to provide the following certification. NCDOT may not provide State or Federal assistance to an applicant for State or Federal assistance, property or services in support of its project until the Applicant provides this certification by selecting Category "03."*

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives.

#### **04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS**

*Each Applicant that submits an application to NCDOT for State or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. NCDOT may not award State or Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."*

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under State or local law to the company for any franchise or property acquired.

#### **05. PUBLIC HEARING**

*An Applicant seeking State or Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. NCDOT may not award State or Federal assistance for a capital project of that type until the Applicant provides this certification by selecting Category "05."*

As required by 49 U.S.C. 5323(b), for a proposed capital project that will substantially affect a community, or the public transportation service of a community, the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for public review and comment on the proposed project;
- B. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the community.

#### **06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE**

*An Applicant seeking State or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification. NCDOT may not award any State or Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."*

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

### 07. ACQUISITION OF CAPITAL ASSETS BY LEASE

*An Applicant that intends to request the use of State or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire capital assets by lease is required to provide the following certifications. NCDOT may not provide Federal assistance to support those costs until the Applicant provides this certification by selecting Category "07."*

As required by FTA regulations, "Capital Leases," 49 CFR part 639, at 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

- (1) It will not use Federal assistance authorized 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (2) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

### 08. BUS TESTING

*An Applicant for State or Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. NCDOT may not provide State or Federal assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category "08."*

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. The bus model will have been tested at FTA's bus testing facility; and
- B. The Applicant will have received a copy of the test report prepared on the bus model.

### 09. CHARTER SERVICE AGREEMENT

*An Applicant seeking State or Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. NCDOT may not provide State or Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."*

- A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.4, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands and agrees that:
  - (1) The requirements of FTA regulations, "Charter Service," 49 CFR part 604, will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
  - (2) The definitions of FTA regulations, "Charter Service," 49 CFR part 604, will apply to this Charter Service Agreement, and
  - (3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving State or FTA

financial assistance, or withholding an amount of State and/or Federal assistance as set forth in FTA regulations, "Charter Service," 49 CFR part 604, Appendix D.

## 10. SCHOOL TRANSPORTATION AGREEMENT

*An Applicant that is seeking State or Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. NCDOT may not provide State or Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this School Transportation Agreement by selecting Category "10."*

- A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands and agrees that:
- (1) The requirements of FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
  - (2) The definitions of FTA regulations, "School Bus Operations," 49 CFR part 605 will apply to this School Transportation Agreement, and
  - (3) If there is a violation of this School Transportation Agreement, NCDOT will bar the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving State and/or Federal transit assistance in an amount NCDOT considers appropriate.

## 11. DEMAND RESPONSIVE SERVICE

*An Applicant that operates demand responsive service and applies for State or Federal assistance authorized for 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. NCDOT may not award State or Federal assistance authorized for 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11."*

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

## 12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

*An Applicant is required to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations. NCDOT may not provide State or Federal assistance to the Applicant until it provides this certification by selecting Category "12"*

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and

anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

### 13. INTELLIGENT TRANSPORTATION SYSTEMS

*An Applicant for State or (FTA) Federal assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," is requested to provide the following assurance. NCDOT strongly encourages any Applicant for State or (FTA) Federal financial assistance to support an ITS project to provide this assurance by selecting Category "13." An Applicant for NCDOT or FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant's commitment to comply with applicable State and/or Federal ITS standards and protocols, may be determined ineligible for award of State/Federal assistance for the ITS project.*

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

- A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, apart from certain exceptions, "intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under [SAFETEA-LU, section 5307] subsection (a)." To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.
- B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

### 14. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

*The North Carolina Department of Transportation administers the Elderly Individuals and Individuals with Disabilities Formula Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program on behalf of itself and its Subrecipients and is required to provide the following certifications on behalf of itself and each Subrecipient. NCDOT may not award assistance for the Elderly Individuals and Individuals with Disabilities Formula Program or the Elderly Individuals and Individuals with Disabilities Pilot Program until the Applicant provides these certifications by selecting Category "14."*

- A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Grant Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:
  - (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
  - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
  - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
  - (5) The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by section 3012(b)(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
  - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.
- C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.
- D. In compliance with 49 U.S.C. 5310(d)(2)(A) and section 3012(b)(2), the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;
- E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and
- F. In compliance with 49 U.S.C. 5310(d)(2)(B) and Subsection 3012(b)(2) of SAFETEA-LU, the State certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

#### 15. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

*Each Applicant for Nonurbanized Area Formula Grant Program assistance authorized under 49 U.S.C. 5311 and State Assistance is required to provide the following certifications. NCDOT may not award Federal assistance for the Nonurbanized Area Formula Grant Program or State assistance until the Applicant provides these certifications by selecting Category "15."*

*The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program for States do not impose, as a pre-condition of award, any explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established in Category 19 for an Indian tribe that is an Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1).*

*Before FTA may award Nonurbanized Area Formula Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications and assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances*

State Fiscal Year 2010 Community Transportation Program  
Federal Assistance 5311 Certifications and Assurance

*even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The State and Subrecipient must select Category "(15)."*

The State or State organization serving as the Applicant and that administers, on behalf of the State (State) the Nonurbanized Area Formula Program for States authorized by 49 U.S.C. 5311, assures on behalf of itself and its Subrecipients as follows:

- A. The State has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- B. The State has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. The State assures that the project equipment and facilities will be adequately maintained;
- D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the State's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State;
- E. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the State's program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;
- F. The projects in the State's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;
- G. The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- H. In compliance with 49 U.S.C. 5311(f), the State will expend not less than fifteen (15) percent of its Federal assistance authorized under 49 U.S.C. 5311 to develop and support intercity bus transportation within the State, unless the chief executive officer of the State, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the State are being adequately met.

## **16. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM**

*Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications. NCDOT may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category "16."*

- A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:
  - (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
  - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
  - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself

pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;

- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
  - (6) In compliance with 49 U.S.C. 5316(f)(1) and 49 U.S.C. 5307(d)(1)(F), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct a statewide solicitation for applications, and make awards on a competitive basis; and that these activities will be carried out in a manner that complies with or will comply with 49 U.S.C. 5307(c);
  - (7) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(h) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
  - (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); and (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).
- B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;
- D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services;
- E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public; and
- F. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

## 17. NEW FREEDOM PROGRAM

*Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications. NCDOT may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "17."*

- A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her

designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
  - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
  - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
  - (5) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
  - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;
- D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and
- E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

#### **18. NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION DIVISION VEHICLE USE**

*The Applicant agrees that all vehicles purchased with State and/or Federal funds, including existing vehicles and any vehicles purchased in the future, shall only be used for the provision of public transportation services (Revenue). Staff members shall not use any vehicles purchased with State and/or Federal funds for other purposes including administrative.*

#### **19. TRIBAL TRANSIT PROGRAM**

*Each Applicant for Tribal Transit Program assistance must provide all certifications and assurances set forth below. Except to the extent that FTA determines otherwise in writing, FTA may not award any Federal assistance under the Tribal Transit Program until the Applicant provides these certifications and assurances by selecting Category "19."*

State Fiscal Year 2010 Community Transportation Program  
Federal Assistance 5311 Certifications and Assurance

In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to Indian tribal governments, the Applicant certifies and assures as follows:

- A. The Applicant assures that:
  - (1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
  - (2) It has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) The project equipment and facilities will be adequately maintained; and
  - (4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources.
- B. In accordance with 49 CFR 18.36(g)(3)(ii), the Applicant certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform FTA promptly that its procurement system does not comply with 49 CFR 18.36.
- C. To the extent applicable to the Applicant or its Project, the Applicant certifies that it will comply with the certifications, assurances, and agreements in Category 08 (Bus Testing), Category 09 (Charter Bus Agreement), Category 10 (School Transportation Agreement), Category 11 (Demand Responsive Service), Category 12 (Alcohol Misuse and Prohibited Drug Use), and Category 14 (National Intelligent Transportation Systems Architecture and Standards) of this document.
- D. If its application exceeds \$100,000, the Applicant agrees to comply with the certification in Category 02 (Lobbying) of this document.

##

*Selection and Signature Page(s) follow*

**FEDERAL (FTA) AND STATE (NCDOT) CERTIFICATIONS AND ASSURANCES FOR  
 COMMUNITY TRANSPORTATION PROGRAMS  
 STATE FISCAL YEAR 2010**

**Legal Name of Applicant:** County of Cumberland

The Applicant agrees to comply with applicable provisions of Categories 01 – 18.  Accept

**OR**

The Applicant agrees to comply with the applicable provisions of the following Categories it has selected:

Category	Description	Accept
01.	For Each Applicant.	<input type="checkbox"/>
02.	Lobbying.	<input type="checkbox"/>
03.	Procurement Compliance.	<input type="checkbox"/>
04.	Private Providers of Public Transportation.	<input type="checkbox"/>
05.	Public Hearing.	<input type="checkbox"/>
06.	Acquisition of Rolling Stock.	<input type="checkbox"/>
07.	Acquisition of Capital Assets by Lease.	<input type="checkbox"/>
08.	Bus Testing.	<input type="checkbox"/>
09.	Charter Service Agreement.	<input type="checkbox"/>
10.	School Transportation Agreement.	<input type="checkbox"/>
11.	Demand Responsive Service.	<input type="checkbox"/>
12.	Alcohol Misuse and Prohibited Drug Use.	<input type="checkbox"/>
13.	Intelligent Transportation Systems.	<input type="checkbox"/>
14.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	<input type="checkbox"/>
15.	Nonurbanized Area Formula Program.	<input type="checkbox"/>
16.	Job Access and Reverse Commute Program.	<input type="checkbox"/>
17.	New Freedom Program.	<input type="checkbox"/>
18.	Prohibited Use of Federal/State Funded Vehicles.	<input type="checkbox"/>
19.	Tribal Transit Program *Eastern Band of Cherokee Indians only*	<input type="checkbox"/>

**FEDERAL/STATE CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

*(Required of all Applicants)*

AFFIRMATION OF APPLICANT

Legal Name of Applicant:

**County of Cumberland**

---

Name and Relationship of Authorized Representative:

**Mr. James Martin, County Manager**

---

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and directives applicable to each application it makes to the Federal Transit Administration (FTA) and for State assistance in State Fiscal Year 2010.

The State of North Carolina and FTA intend that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek State or FTA assistance during State Fiscal Year 2010.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to the State and FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to the State and FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

**Mr. James Martin, County Manager**

Name/Title of Authorized Official

---

Signature of Authorized Official

---

Date Signed

---

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Legal Name of Applicant):  
**County of Cumberland**

---

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

---

Signature of Attorney for Applicant

**Grainger Barrett, County Attorney**

---

Name of Attorney for Applicant

---

Date Signed

Each Applicant for State or FTA financial assistance [except 49 U.S.C. 5312(b) assistance] and each State or FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity.

**Special Section 5333(b) Warranty  
For Application to the Rural and Small Urban Program**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under the Community Transportation Program (CTP):

**A. General Application**

The Public Body (The North Carolina Department of Transportation) agrees that the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the project,

County of Cumberland

(Legal Name of Applicant) and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the U. S. Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the U. S. Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of CTP funding in the absence of a finding of noncompliance by the Department of Labor.

**B. Standard Terms and Conditions**

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

**SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a

**SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. *If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement.* For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless

**SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in

**SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of Service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

**SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

**SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses,

**SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be

**SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

**SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final

SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty

and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

**SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the

**SFY 2010 Community Transportation Program (CTP) Grant Application  
Special Section 5333(b) Warranty**

basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union



**Surface Transportation Providers**  
(operating in your service area)

**County of Cumberland**  
**Legal Name of Applicant**  
(Not the System Name)

Private Transportation Providers		Union Representation		Union Information
1	Name : A Checker Cab of Fayetteville Address: 4437 Murchison Road Fayetteville, NC 28311	1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<ul style="list-style-type: none"> <li>▪ Union Name:</li> <li>▪ Local # :</li> <li>▪ Contact Person:</li> <li>▪ Contact's Address:</li> <li>▪ Contact's Phone # area code _____ - _____</li> </ul>
2	Name : Airport Taxi Address: 400 Airport Road Fayetteville, NC 28306	2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<ul style="list-style-type: none"> <li>▪ Union Name:</li> <li>▪ Local # :</li> <li>▪ Contact Person:</li> <li>▪ Contact's Address:</li> <li>▪ Contact's Phone # area code _____ - _____</li> </ul>
3	Name : Army Brats Taxi Service Address: 3214 Doc Bennett Road Fayetteville, NC 28306	3	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<ul style="list-style-type: none"> <li>▪ Union Name:</li> <li>▪ Local # :</li> <li>▪ Contact Person:</li> <li>▪ Contact's Address:</li> <li>▪ Contact's Phone # area code _____ - _____</li> </ul>
4	Name : B & W Transportation Address: PO Box 40404 Fayetteville, NC 28309	4	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<ul style="list-style-type: none"> <li>▪ Union Name:</li> <li>▪ Local # :</li> <li>▪ Contact Person:</li> <li>▪ Contact's Address:</li> <li>▪ Contact's Phone # area code _____ - _____</li> </ul>
5	Name : Bless a Rider Transportation Address: 1011 Xavier Street Fayetteville, NC 28311	5	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<ul style="list-style-type: none"> <li>▪ Union Name:</li> <li>▪ Local # :</li> <li>▪ Contact Person:</li> <li>▪ Contact's Address:</li> <li>▪ Contact's Phone # area code _____ - _____</li> </ul>

**County of Cumberland**

**Legal Name of Applicant**  
(Not the System Name)

Private Transportation Providers	Union Representation	Union Information
6 Name : Bhatti Transportation Address: 5159 US Hwy 301 S Hope Mills, NC 28348	6 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
7 Name : Blue Cab Address: 576 N Reilly Road Fayetteville, NC 28303	7 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
8 Name : C & D Taxi Address: 323 Person Street Fayetteville, NC 28301	8 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
9 Name : Estes Robinson Transportation Address: 9340 Alexis Road Fayetteville, NC 28312	9 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
10 Name : Fast Service Taxi Cab Address: 1906 Saint Paul Avenue Fayetteville, NC 28304	10 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
11 Name : Fort Bragg Taxi Address: 506 Wilson Avenue Fayetteville, NC 28311	11 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____

**County of Cumberland**

**Legal Name of Applicant**

(Not the System Name)

Private Transportation Providers	Union Representation	Union Information
12 Name : In-Route Taxi Address: 3583 Shumont Drive Fayetteville, NC 28314	12 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
13 Name : Just Right Cab Co. Address: 6121 Dandy Loop Road Fayetteville, NC 28314	13 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
14 Name : Majestic Luxury Tours Address: 2028 Womble Drive Fayetteville, NC 28306	14 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
15 Name : Old Army Taxi Address: 214 Cedar Creek Road Fayetteville, NC 28312	15 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
16 Name : Skysoldier Cab Company Address: 505 Law Road Fayetteville, NC 28311	16 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____

**County of Cumberland**

**Legal Name of Applicant**

(Not the System Name)

Private Transportation Providers	Union Representation	Union Information
17 Name : Spring Lake Cab Company Address: 307 N Main Street Spring Lake, NC 28390	17 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
18 Name : Sunu Taxi Service Address: 1906 Saint Paul Avenue Fayetteville, NC 28304	18 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
19 Name : Up All Nite Taxi Address: 6233 Stoney Point Loop Fayetteville, NC 28306	19 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
20 Name : A-Class Taxi Address: Fayetteville, NC 28303	20 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
21 Name : Ace Flyer Taxi Address: Fayetteville, NC 28303	21 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
22 Name : The Airporter Address: Fayetteville, NC 28314	22 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____

**County of Cumberland**

**Legal Name of Applicant**  
(Not the System Name)

Private Transportation Providers	Union Representation	Union Information
23 Name : Checker Yellow Cab Address: Fayetteville, NC	23 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
24 Name : Fayetteville's Finest Taxi Address: Fayetteville, NC	24 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
25 Name : JB Taxi Address: 708 Winslow Street Fayetteville, NC 28306	25 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
26 Name : Light Force Taxi Address: Fayetteville, NC	26 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
27 Name : Marshall Cab Address: Fayetteville, NC	27 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
28 Name : On Time Taxi Address: Fayetteville, NC	28 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____

**County of Cumberland**

**Legal Name of Applicant**  
(Not the System Name)

<b>Private Transportation Providers</b>	<b>Union Representation</b>	<b>Union Information</b>
29 Name : Personal Taxi Address: Fayetteville, NC	29 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____
30 Name : Proclaim Taxi Co. Address: Fayetteville, NC	30 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	▪ Union Name: ▪ Local # : ▪ Contact Person: ▪ Contact's Address: ▪ Contact's Phone # area code _____ - _____

### Third Party Operations Contractors List

(If you have a contract with a Third Party Provider, a copy of the contract must be included with the application)

<b>Applicant: <u>County of Cumberland</u></b>		<b>System Name: <u>Cumberland County Community Transportation Program</u></b>		
<b>Contractor and Contact Name</b>	<b>Street Address City/State/Zip</b>	<b>Phone</b>	<b>E-mail Address</b>	<b>Contract Period</b>
Majestic Luxury Tours, Inc. Rudolph McMillan Jr.	2028 Womble Drive Fayetteville, NC 28306	910-424-4276	mjesic1@aol.com	July 1, 2008 thru June 30, 2009
Employment Source Betsy Torsell	600 Ames Street Fayetteville, NC 28301	910-826-4699	etorsell@ourpeoplework.org	July 1, 2008 thru June 30, 2009
Hope Mills Sunshine Center Pat Edwards	3226 Davis Street Hope Mills, NC 28348	910-425-6707	patticak@embarqmail.com	July 1, 2008 thru June 30, 2009
Cape Fear Adult Day Health Care Center Marion Wall	920 Stamper Road Fayetteville, NC 28303	910-323-4424	capefearadult@aol.com	July 1, 2008 thru June 30, 2009
B & W Transportation Barbara Canady	PO Box 40404 Fayetteville, NC 28309	910-425-5573	bjc@bandwtranspo.com	July 1, 2008 thru June 30, 2009



## SECTION 5311 TITLE VI PROGRAM REPORT

Legal Name of Applicant: County of Cumberland

I certify that to the best of my knowledge, No complaints or lawsuits alleging discrimination have been filed against  
(Legal Name of Applicant) the County of Cumberland during the period **July 1, 2007 – June 30, 2008**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. James Martin, County Manager

Type Name and Title of Authorized Official

---

The following Title VI complaints or lawsuits alleging discrimination  
have been filed with the applicant during the period July 1, 2007 through June 30, 2008

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination have been filed against (Legal Name of Applicant) the County of Cumberland during the period July 1, 2007 – June 30, 2008.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. James Martin, County Manager

Type Name and Title of Authorized Official

## DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Applicant*) **the County of Cumberland** is committed to and shall make good faith efforts to purchase from and award contracts to Disadvantaged Business Enterprises (DBEs).

**DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:**

- Write a letter to Certified DBEs in the service area to inform them of purchase or contract opportunities;
- Document telephone calls, emails and correspondence with or on behalf of DBEs;*
- Advertise purchase and contract opportunities on local TV Community Cable Network;
- Request purchase/contract price quotes/bids from DBEs;
- Monitor newspapers for new businesses that are DBE eligible;
- Encourage interested eligible firms to become NCDOT certified. Interested firms should contact Odessa McGlown of the office of contractual services at (919) 733-5316 ext 330 for more information;*
- Encourage interested firms to contact Bridgett Wall of the Office of Historically Underutilized Businesses at (919)807-2330 for more information.*
- Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at <https://apps.dot.state.nc.us/vendor/directory/>*
- Other efforts: Describe: \_\_\_\_\_

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl>

**Reminder:** Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Mr. James Martin, County Manager  
\_\_\_\_\_  
Type Name and Title of Authorized Official

Note: PTD expects minimum efforts to include all the actions above stressed in *Italic*



# AFFIDAVIT OF PUBLICATION

NORTH CAROLINA  
Cumberland County

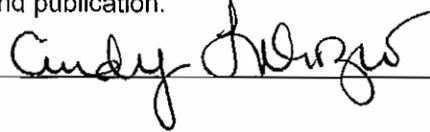
Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY L. OROZCO  
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is LEGAL SECRETARY  
of THE FAYETTEVILLE PUBLISHING COMPANY, a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of RT Display  
364651 PUBLIC HEARING 3/2/09  
of CUMB CO JOINT PLANNING  
was inserted in the aforesaid newspaper in space, and on dates as follows:

2/13/2009

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

*see  
attached*



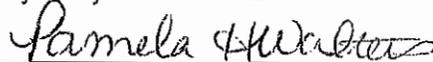
LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 17 day  
of February, A.D., 2009.

In Testimony Whereof, I have hereunto set my hand and affixed my  
official seal, the day and year aforesaid.



Pamela H. Walters, Notary Public

My commission expires 05th day of December, 2010.

MAIL TO: CUMB CO JOINT PLANNING  
130 GILLESPIE ST  
FAYETTEVILLE, NC 28301

0001131451

...one  
...ing convictions  
...ern Europe and Central  
Asia.

The report was based largely on human trafficking convictions reported to the U.N. between September 2007 and July 2008. About 22,500 victims were rescued during that time. About four of every five reported cases involved sexual exploitation; most of the rest involved forced labor.

## MARTINIQUE Riot police try to restore peace

**FORT-DE-FRANCE** — French riot police have landed in the Caribbean territory of Martinique to keep the peace as protests escalated Thursday over the high cost of living. Strikes against the rising price of goods have shuttered schools and shops, provoked fuel shortages, and caused garbage to pile up in the streets. Supermarkets were closed for

## Navy ship catches suspected pirates

**ABOARD THE USNS LEWIS AND CLARK** — The U.S. Navy apprehended suspected pirates Thursday for a second consecutive day in the Gulf of Aden, a treacherous waterway between Somalia and Yemen where international forces have been battling pirates preying on commercial vessels.

The high-seas action came as a Ukrainian cargo ship laden with tanks and heavy weapons, which Somali pirates released last week after holding it for more than four months, docked at a Kenyan port.

The Navy said it responded Thursday to a distress signal from the Indian-flagged vessel *Premdivya* which said it was fired upon by men in a skiff who were trying to board their vessel.

The Associated Press

## Attack was hatched here

The Washington Post

**NEW DELHI, India** — Pakistan admitted for the first time Thursday that part of the conspiracy in November's Mumbai attack was hatched on its soil and also announced criminal charges against nine men, including the lone surviving gunman in Indian custody.

In Islamabad, Pakistani Interior Minister Rehman Malik said that many of the suspected conspirators have been arrested. "Some part of the conspiracy has taken place in Pakistan," Malik said at a news conference.

He read out the names of nine accused, including the gunman in Indian custody, Ajmal Amir Kasab. Six have been arrested in Pakistan, he said. Malik pinned

the blame for the attack on "non-state actors," refuting India's claim that officials in Pakistan's security services had some involvement in the attacks. He said Pakistan's probe confirmed the involvement of the outlawed Pakistan-based Islamist militant group Lashkar-i-Taiba, that India had blamed for the attack.

One of the group's leaders, Zaki-ur-Rehman Lakhvi, is among those who have been arrested.

"Pakistan's response on the Mumbai attacks demonstrates its commitment to bringing those responsible to justice," he said. Malik confirmed that Kasab was a Pakistani national, but he could not confirm the identities of the nine others who were killed by Indian police.

## PUBLIC HEARING NOTICE

This is to inform the public that a public hearing will be held on the proposed FY 2009-2010 Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than March 31, 2009. The public hearing will be held on **March 2, 2009** before the Cumberland County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids and services under the American with Disabilities Act (ADA) or a language translator should contact Ms. Kristine Wagner on or before February 23, 2009.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Cumberland County as well as provides transportation options and services for the communities within this service area. These services are currently provided using demand response and subscription services. Services are rendered by a local transportation provider.

The total estimated amount requested for the period July 1, 2009 through June 30, 2010:

Project	Total Amount	Local Shares
Administrative	\$73,629	\$11,044 (15%)
Capital (Vehicles & Other)	\$	\$ (10%)
Operating (Small urban & regional systems)	\$	\$ (50%)
<b>TOTAL</b>	<b>\$73,629</b>	<b>\$11,044</b>
	Total Funding Requests	Total Local Share

This application may be inspected at the Cumberland County Historic Courthouse, 130 Gillespie Street, Fayetteville, NC from 8 am to 5 pm, Monday through Friday. Written comments should be directed to Kristine Wagner, Transportation Program Coordinator, 130 Gillespie Street, Fayetteville, NC before February 23, 2009.

11314511

Valentine's Weekend  
at



Appearing Live  
This Weekend:

Friday  
**Morris Cardenas & Cliff Bender with Bradley Muffette**

Saturday  
**Mike Edwards & Friends**

## Mixed Grill Platters

Friday & Saturday Nights

Choice of: Beef Tenderloin, Shrimp & Chicken, Salmon, Crab Cake & Scallops

Served with Salad, Bog Rice and Grilled Vegetables

Now Only \$16.99

## Sunday Lunch

Our New Sunday Menu Features Over 12 Meats, 20 Side Dishes and Scrumptious Desserts, All Served Delicious and Fast with Satisfaction Guaranteed!

Now Only \$6.99

3138 Racford Road | 910.867.8200  
Make Reservations Now!

www.georgia-browns.com



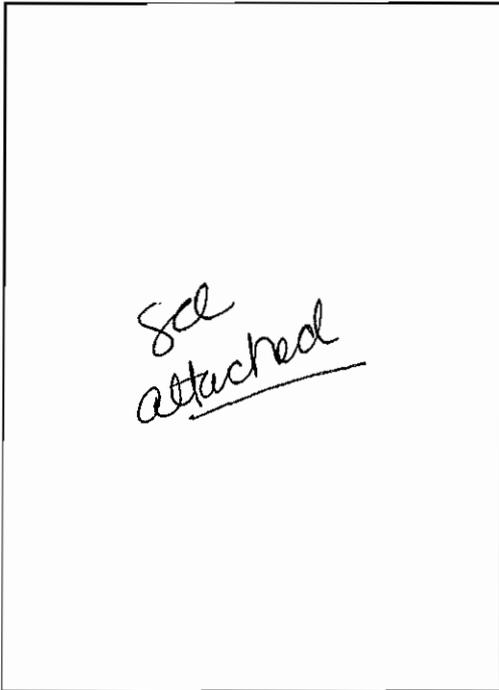
What goes around  
comes around

11-1-1504R

The B  
no ltr  
mim  
pub  
you de  
0504  
910.0

# AFFIDAVIT OF PUBLICATION

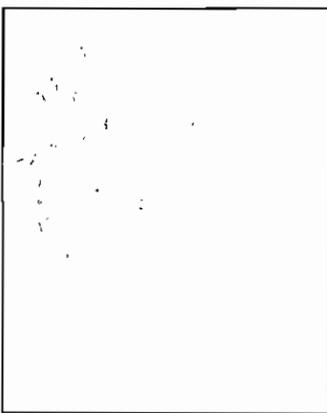
**NORTH CAROLINA,**  
Cumberland County. }



Before the undersigned, a Notary Public of said County and State, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared Cindy L. Orozco who, being duly sworn or affirmed, according to law, doth depose and say that he is Legal Secretary of FAYETTEVILLE PUBLISHING COMPANY, a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as ACENTO LATINO, in the City of Fayetteville, County and State aforesaid, and that as such he makes this affidavit; that he is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of RT AL DISPLAY of CUMB CO JOINT PLANNING was inserted in the aforesaid newspaper in space, and on date as follows:

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Feb 2009			X																												

and at the time of such publication ACENTO LATINO was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1 - 597 G. S. of N.C.  
The above is correctly copied from the books and files of the aforesaid corporation and publication.



Cindy L. Orozco  
Legal Secretary  
Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 17<sup>th</sup> day of February, A.D., 2009.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Pamela H. Walters  
Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2010.

## Zacarías "La Voz de la Ternura" Ferreira realizará un show exclusivo

La bachata regresa al Club Tenampa el Día de los Enamorados

### Redacción

El romántico sonido de la bachata invadirá los corazones enamorados en el popular Club Tenampa el sábado, 14 de febrero cuando Zacarías "La Voz de la Ternura" Ferreira realizará un show exclusivo.

Zacarías nació en el epicentro musical de la República Dominicana, "El Cibao", y proviene de una familia de amantes a la música y aficionados al canto.

Motivado por un deseo ardiente a la superación personal, Zacarías recogió sus maletas y se trasladó a la capital, Santo Domingo, donde ingresó al Conservatorio Nacional y, al mismo tiempo, cantaba con un grupo de bachata local para ganarse la vida.

Su grabación debutante fue -Me Liberé- (Discomanía, 1997), la cual ganó el más prestigioso premio de la farándula Dominicana, el Cassandra. No obstante, fue con el lanzamiento de -El Triste- (Discomanía 2000) que realmente despegó la carrera de Zacarías. Esta bella producción también fue recipiente de la Cassandra por segunda vez y Zacarías tuvo el honor de ser el único bachatero en la historia del país que lograra participar en el Festival del Presidente en Santo Domingo y Santiago durante el verano de 2001. Actuó frente a estadios llenos de aficionados, y compartió la tarima con Marc Anthony, Marco Antonio Solís, Los Hermanos Rosario y otros.

Durante el invierno del 2001, Zacarías viajó por primera vez a los Estados Unidos donde realizó 77 bailes en sólo 45 días. En la ciudad de Nueva York, a la espera de Zacarías,



Ferreira

los aficionados fieles formaron filas que doblaron la esquina como grandes culebras, esperando con paciencia entrar a pesar

de las noches heladas del invierno en la Gran Manzana.

En 2003 lanzo su tercera producción titulada "Adios", una producción diferente por que incursionó en este CD instrumentos distintos a la bachata. En el 2004 lanza su cuarta producción titulada "Novia Mía". Dicha producción musical tuvo grandes éxitos como "No me entendió", "Aquellos días" y "Amiga veneno" entre otros.

Ferreira lanzo su quinta producción musical titulada "El Amor vencerá" bajo el sello discográfico J&N Records en el año 2005. En el 2006 lanzo su sexta producción titulada "Quiereme", donde el intérprete despertó su público con canciones como "Mañana en tu olvido", "La avispa", "Prieta linda" y "Eva María" entre otras.

En el 2007 lanzo "Dime que faltó" bajo el mismo sello. Esta producción lo colocó como el bachatero mas pegado con 2 temas que se colocaron en todos los "rankings" en primera y segunda posición en los sondeos radiales.

Para el 2008 lanza su mas reciente producción musical titulada "Los duros de la Bachata". En esta producción colaboró con Anthony Santos y fue un éxito total.

Otros grupos que participaran durante el espectáculo serán La Banda jerez de Marco Flores y El Bravo Norteño. Para boletos y más información debe contactarse al (910) 618-9005.

## Aviso de Junta Pública

Este aviso es para informarle al público sobre la junta que se llevará a cabo, acerca de la aplicación del Programa de Transporte para la Comunidad que será sometida al Departamento de Transportación de Carolina del Norte de Carolina no más tarde del 31 de marzo de 2009. La junta tendrá lugar el 2 de marzo de 2009, ante la Comisión del grupo gobernador del Condado de Cumberland.

Personas interesadas en atender la junta que necesiten ayuda auxiliaria o servicios bajo el Acto de Americanos con Incapacidades o un intérprete, favor de contactar a la Sra. Kristine Wagner en ó antes del 23 de febrero de 2009.

El Programa de Transportación para la Comunidad proporciona asistencia para coordinar programas de transporte ya en existencia que operan en el Condado de Cumberland. El programa también proporciona opciones de transporte y servicios para las comunidades en el área de servicio. Estos servicios actualmente son proporcionados usando los resultados de sus usos y servicios de suscripción. Los servicios son dados por un proveedor local de transporte.

La cantidad aproximada que será pedida para el período **del 1 de julio de 2009 al 30 de junio de 2010:**

Proyecto	Cantidad Total	Porción local
Administrativo	\$73,629	\$11,044 (15%)
Capital (vehículos y otros)	\$ _____	\$ _____ (10%)
Operativo (pequeños sistemas regionales y urbanos)	\$ _____	\$ _____ (50%)
<b>Total</b>	<b>\$73,629</b>	<b>\$11,044</b>
<b>Cantidad Total pedida</b>		<b>Total de Porción local</b>

Esta aplicación puede ser inspeccionada en el Histórico Tribunal de Justicia del Condado de Cumberland, 130 Calle Gillespie, Fayetteville, N.C., de 8 a.m. a 5 p.m., lunes a viernes. Comentarios escritos deben ser enviados a la Sra. Kristine Wagner, Coordinadora del Programa de Transportación, 130 Calle Gillespie, Fayetteville, N.C. antes del 23 de febrero de 2009.

11300086

## K. Robert Davis Attorney at Law

¡Ofrecemos servicios legales con satisfaccion garantizada!



Nos especializamos en:

- Tiquetes de Tráfico y Manejar Bajo la Influencia de Alcohol (DWI)
- Accidentes de Auto
- Defensa Criminal

Robert Davis - Abogado  
Mirna Morfin - Asistente legal  
Jeanette Packer - Asistente legal

301 E Broad St.  
Elizabethtown, NC 28337  
910-862-2428

112391071

**¡Consulta Gratis!**

Condados de Bladen, Robeson y Columbus

---

Important – A public hearing MUST be conducted whether or not requested by the Public.

---

## **PUBLIC HEARING MINUTES**

**APPLICANT:**            County of Cumberland

**DATE:**                March 2, 2009

**PLACE:**              Cumberland County Courthouse Room 118

**TIME:**                9:00 AM

**How many BOARD MEMBERS attended the public hearing?**    \_\_\_\_\_

**How many members of the PUBLIC attended the public hearing?**    \_\_\_\_\_

---

**During the Public Hearing**

*(NO public comments)*

*(Public Comments)*

**Minutes are attached.** The public hearing minutes are proof that public hearing was held. A copy of the minutes must be included with the application even if no comments were made during the public hearing.

**Public Attendance Surveys are attached.**

## **PUBLIC HEARING OUTREACH**

### **APPLICANT: County of Cumberland**

Provide a detailed description of public hearing outreach efforts by the applicant to inform the public **ESPECIALLY MINORITY, WOMEN, ELDERLY, DISABLED, LIMITED ENGLISH PROFICIENCY-(LEP) AND LOW INCOME INDIVIDUALS** about the scheduled public hearing and the opportunity to comment on the proposed Community Transportation grant application. Outreach may include efforts such as distribution of information on vehicles, at human service agencies, at local community events, at public events, local organization, etc.

---

Click on gray box and begin typing the *detailed* description.

In order to notify the public (especially the minority, elderly, disabled, women, limited english proficiency, and low income individuals), our public hearing advertisement (in both English and Spanish) was posted on our website at <http://www.fampo.org/ctp>. In addition, the public hearing advertisements were distributed to the following agencies:

- Cumberland County Department of Social Services, Medicaid Transportation
- Cumberland County Schools, Transportation Department
- Vocational Rehab - Independent Living Center
- Cumberland County Workforce Development Center
- Cumberland County Health Department
- Cumberland County Mental Health Department
- Mid-Carolina Council of Governments
- City of Fayetteville, Community Development
- Employment Source
- Mid-Carolina Area Agency on Aging
- Cumberland County Coordinating Council on Older Adults
- Mr. Charles Luther, advocate for the disabled and visually impaired
- Cumberland County Department of Social Services, Work First Program

**LOCAL SHARE CERTIFICATION FOR FUNDING**

**County of Cumberland**  
**(Legal Name of Applicant)**

**Requested Funding Amounts**

<b>Project</b>	<b>Total Amount</b>	<b>Local Share</b>
Administrative	\$ <u>79,535</u>	\$ <u>11,930</u> (15%)
Capital (Vehicles & Other)	\$ _____	\$ _____ (10%)
Operating (Small urban & regional systems)	\$ _____	\$ _____ (50%)
<hr/>		
<b>TOTAL</b>	<b>\$ <u>79,535</u></b>	<b>\$ <u>11,930</u></b>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

**The Local Share is available from the following sources:**

<b>Source of Funds</b>	<b>Amount</b>
<b>General Fund</b>	\$ <u>11,930</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL</b>	<b>\$ <u>11,930</u></b>

I, the undersigned representing (*Legal Name of Applicant*) **the County of Cumberland** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2010 Community Transportation Program will be available as of **July 1, 2009**, which has a period of performance of July 1, 2009 – June 30, 2010.

\_\_\_\_\_  
Signature of Authorized Official

Mr. James Martin, County Manager  
\_\_\_\_\_  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date

**FY2010 COMMUNITY TRANSPORTATION PROGRAM GRANT APPLICATION  
 NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 FEDERAL SECTION 5311 & STATE FUNDING  
 SYSTEM DESIGN**

**1. GENERAL INFORMATION**

APPLICANT'S LEGAL NAME:

MAILING ADDRESS:   
PO Box or Street Address  
  
City, State Zip

PHYSICAL ADDRESS:   
Street Address  
  
City, State

TAXPAYER IDENTIFICATION NUMBER:

CONTACT PERSON:

PHONE NUMBER:   
Area Code & Phone Number

EMAIL ADDRESS:

**2. TYPE OF APPLICANT**

Public County Government

**3. TYPE OF TRANSIT SYSTEM**

Single-County

**4. TYPE OF SERVICE – (check "all" that apply)**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Demand Response | <input checked="" type="checkbox"/> Fixed Route  |
| <input checked="" type="checkbox"/> Subscription    | <input checked="" type="checkbox"/> Other: (specify below)<br><u>Only RGP Service is offered Saturdays</u> |
| <input type="checkbox"/> Deviated Fixed Route       |  |

**5. SERVICE OPTIONS – (check "all" that apply)**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> General Public | <input checked="" type="checkbox"/> Brokerage (Contractual service not a referral) |
| <input checked="" type="checkbox"/> Human Service  | <input type="checkbox"/> Other: (describe below)<br>_____                          |

**6. PURCHASE SERVICE - List agencies that purchase service from the transit system.**

Note: List agency ONCE

Agency 1  
 Name: Bethel Adult Day Health Care Center  
 Check if agency purchased service last year  
 List Programs Served:  
 1) EDTAP (transportation to center)  
 2) \_\_\_\_\_  
 3) \_\_\_\_\_  
 4) \_\_\_\_\_  
 5) \_\_\_\_\_

Agency 2  
 Name: Cape Fear Adult Day Health Care Center  
 Check if agency purchased service last year  
 List Programs Served:  
 1) EDTAP (transportation to center)  
 2) \_\_\_\_\_  
 3) \_\_\_\_\_  
 4) \_\_\_\_\_  
 5) \_\_\_\_\_

Agency 3  
 Name: Employment Source  
 Check if agency purchased service last year  
 List Programs Served:  
 1) EDTAP (employment service transportation)  
 2) \_\_\_\_\_  
 3) \_\_\_\_\_  
 4) \_\_\_\_\_  
 5) \_\_\_\_\_

Agency 4  
 Name: Retired Senior Volunteer Program  
 Check if agency purchased service last year  
 List Programs Served:  
 1) EDTAP (transportation to center)  
 2) \_\_\_\_\_  
 3) \_\_\_\_\_  
 4) \_\_\_\_\_  
 5) \_\_\_\_\_

Agency 5  
 Name: Hope Mills Sunshine Center  
 Check if agency purchased service last year  
 List Programs Served:  
 1) EDTAP (transportation to center)  
 2) \_\_\_\_\_  
 3) \_\_\_\_\_  
 4) \_\_\_\_\_  
 5) \_\_\_\_\_

Agency 6  
 Name: Vocational Rehab - Independent Living  
 Check if agency purchased service last year  
 List Programs Served:  
 1) EDTAP (medical transportation)  
 2) \_\_\_\_\_  
 3) \_\_\_\_\_  
 4) \_\_\_\_\_  
 5) \_\_\_\_\_

Agency 7  
Name: \_\_\_\_\_  
 Check if agency purchased service last year  
 List Programs Served:  
 1) \_\_\_\_\_  
 2) \_\_\_\_\_  
 3) \_\_\_\_\_  
 4) \_\_\_\_\_  
 5) \_\_\_\_\_

Agency 8  
Name: \_\_\_\_\_  
 Check if agency purchased service last year  
 List Programs Served:  
 1) \_\_\_\_\_  
 2) \_\_\_\_\_  
 3) \_\_\_\_\_  
 4) \_\_\_\_\_  
 5) \_\_\_\_\_

Agency 9  
Name: \_\_\_\_\_  
 Check if agency purchased service last year  
 List Programs Served:  
 1) \_\_\_\_\_  
 2) \_\_\_\_\_  
 3) \_\_\_\_\_  
 4) \_\_\_\_\_  
 5) \_\_\_\_\_

Agency 10  
Name: \_\_\_\_\_  
 Check if agency purchased service last year  
 List Programs Served:  
 1) \_\_\_\_\_  
 2) \_\_\_\_\_  
 3) \_\_\_\_\_  
 4) \_\_\_\_\_  
 5) \_\_\_\_\_

**7. REVENUE VEHICLE INVENTORY BY CATEGORY**

→ Important - (If a vehicle has been replaced and the transit system has received the title from PTD, the vehicle should not be included in this inventory.)

<u>  n/a  </u> Center Aisle	<u>  n/a  </u> 22-Ft LTV (Cutaway) (no lift)
<u>  n/a  </u> Conversion Van	<u>  n/a  </u> 22-Ft LTV (Cutaway) (w/lift)
<u>  n/a  </u> Lift-Equipped Van	<u>  n/a  </u> 25-Ft LTV (Cutaway) (no lift)
<u>  n/a  </u> Minivan	<u>  n/a  </u> 25-Ft LTV (Cutaway) (w/lift)
<u>  n/a  </u> Transit Bus	<u>  n/a  </u> Other: (describe below) _____

**8. FLEET SIZE**

<u>  n/a  </u> Total Revenue Vehicles in Fleet
<u>  n/a  </u> Backup Revenue Vehicles
<u>  n/a  </u> Total Lift-Equipped Vehicles

**9. DAYS AND HOURS OF SERVICE** (Check all that apply and enter corresponding service hours):

DAYS	Beginning Time	SERVICE HOURS	Ending Time
<input type="checkbox"/> Seven (7) days per week <i>Or</i>	_____		_____
<input checked="" type="checkbox"/> Monday - Friday	<u>  8:00 AM  </u>		<u>  5:00 PM  </u>
<input type="checkbox"/> Saturday	_____		_____
<input type="checkbox"/> Sunday	_____		_____
<input type="checkbox"/> Holiday	_____		_____

**10. SYSTEM MANAGEMENT & OPERATION**

A. Is the Management/Administration of the transit system currently subcontracted? No ▼  
 If **yes**, provide the name of the Management provider: \_\_\_\_\_  
 If **yes**, when will the new RFP process begin? \_\_\_\_\_

B. Is the Operation of the transit system currently subcontracted? Yes ▼  
 If **yes**, provide the name of the Operations provider:   Majestic Luxury Tours, Inc.    
 If **yes**, when will the new RFP process begin?   05/01/09

11. PUBLIC INVOLVEMENT – Please complete the chart below to document outreach efforts.

Organizations / Events	Date / Time	Location	Number of Attendees	Primary Audience	Number Title VI Forms Completed
1) Senior Health Fair (Booth)	5/21/2008	Cumberland County Department of Social Services from 8:30 am to 12:30 pm	Unknown	Elderly	0
2) Cumberland County Fair (Booth)	9/18-9/24, 2008	Crown Coliseum (daily hours of fair, weekday evenings and all day weekends)	Unknown	General Public	0
3) Cumberland County Senior Fair (Booth)	9/26/2008	Crown Coliseum from 10:00 am to 2:00 pm	Unknown	Elderly	0
4)					
5)					
6)					
7)					
8)					
9)					
10)					

A. Is a governing board approved formalized public involvement plan in use?

No

If **yes** (complete questions below)

Is that plan evaluated and updated at least annually?

Does that plan have defined objectives?

Are those objectives being met?

If **no** – Describe below how the effectiveness of the public involvement efforts are evaluated and/or improved.

Each potential client is asked how they have heard about our services. This assists us in determining which marketing and public outreach efforts are effective. For example, we have found that personal outreach by taking information to doctor's offices can be more effective than advertising in certain publications.

B. Describe Public Outreach Methods:

Select the ONE word that most accurately completes the sentence



Information dissemination is  Always  written.

Public meeting times are  Usually  between 8 AM and 5 PM.

Information is  Usually  available in an audible format.

Information is  Always  available in a language other than English.

Reasonable access is  Always  available for those with a disability.

**12. ADMINISTRATIVE CHANGES** - Describe administrative changes to be incorporated during FY2010 in the space below. A new job description must be attached for (1) any new administrative positions or (2) any increase in the percentage of a position dedicated to transportation.

If **NONE** check here:

Check here if job description(s) attached:

**13. SERVICE CHANGES** - Describe service changes anticipated to be incorporated during FY2010 in the space below.

If **NONE** check here:

(Note: include in your description the rationale for the anticipated change in service. For example, the anticipated change is due to customer feedback, marketing or other efforts.)

How will the public be notified of the changes described above?

How much lead-time is given before changes take effect?

14. CAPITAL - In the chart below, list and provide narrative justification for any of the following FY2010 capital requests:

- \* Baseline Technology
- \* Expansion Vehicle
- \* Radio Equipment
- \* Telephone Equipment

If NONE check here:

List in order of priority. See Capital Replacement Schedule for documentation requirements

	Capital Category	Narrative Justification	Supporting Documentation
1)	<input type="text"/>	<input type="text"/>	<input type="text"/>
2)	<input type="text"/>	<input type="text"/>	<input type="text"/>
3)	<input type="text"/>	<input type="text"/>	<input type="text"/>
4)	<input type="text"/>	<input type="text"/>	<input type="text"/>
5)	<input type="text"/>	<input type="text"/>	<input type="text"/>
6)	<input type="text"/>	<input type="text"/>	<input type="text"/>
7)	<input type="text"/>	<input type="text"/>	<input type="text"/>
8)	<input type="text"/>	<input type="text"/>	<input type="text"/>
9)	<input type="text"/>	<input type="text"/>	<input type="text"/>
10)	<input type="text"/>	<input type="text"/>	<input type="text"/>

AMY H. CANNON  
Assistant County Manager



TERRY A. GAGNON  
Assistant Finance Director

HOWARD C. ABNER  
Assistant Finance Director

FINANCE OFFICE

4<sup>th</sup> Floor, New Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7753 • Fax (910) 323-6120

February 16, 2009

Ms. Tamra Shaw  
NCDOT Transportation Consultant  
1 South Wilmington Street  
Raleigh, NC 27611

Ms. Shaw:

The following information is current as of February 16, 2009 and is subject to annual adjustment during the budget adoption process:

Salaries: The FY 2009 CTP grant award for salaries is \$36,225 for the Transportation Coordinator and \$11,385 for a part-time assistant. For FY 2010, the County requests that the grant award for the Transportation Coordinator be increased to \$37,500 and that the grant award for the part-time assistant remain at the FY 2009 amount of \$11,385.

Health Insurance: For FY 2009, all County departments are being charged \$5,300 per employee for health insurance. For FY 2010, the County anticipates an increase in health insurance costs of 8.5%. Therefore, the County requests that the FY 2010 CTP grant award for health insurance be approved in the amount of \$5,750.

County Contribution to the Local Government Employees Retirement System: The County currently contributes 4.90% of each employee's salary. No change is anticipated for FY 2010.

County Contribution to the NC 401(k) Plan: The County currently contributes 1% of each employee's salary. No change is anticipated for FY 2010.

Sincerely,

Amy H. Cannon, CPA  
Assistant County Manager  
P. O. Box 1829  
Fayetteville, NC 28302-1829  
Phone: (910) 678-7740

*Celebrating Our Past... Embracing Our Future*

# FY2010 Community Transportation Program (CTP) Grant Application

Project Nbr: 10-US-044

## ADMINISTRATIVE BUDGET SUMMARY July 2009 - June 2010

Legal Name of Applicant: Cumberland County ▼

Applicant's Federal Taxpayer Identification Number: 56-6000291

Period of Performance: July 1, 2009 - June 30, 2010

	<u>Requested</u>	<u>NCDOT Approved</u>
<b>I. Total Project Expenditures</b> (NCDOT Maximum Participation Amounts)		
Administrative Expenses	\$79,535	\$0
<b>Total</b>	\$79,535	\$0

<b>II. Funding (Do not complete this section - NCDOT only)</b>				
	<u>Total</u>	<u>Federal</u>	<u>NCDOT</u>	<u>Local</u>
	100%	80%	5%	15%
<b>TOTAL ADMINISTRATION</b>	\$0	\$0	\$0	\$0
(Rural Systems ) (federal & state funding)				
	100%	0%	85%	15%
<b>TOTAL ADMINISTRATION</b>	\$0	\$0	\$0	\$0
(Urban County and Human Service Systems) (state funding)				

**PROPOSED PROJECT BUDGET  
SALARY AND WAGE DETAIL - ADMINISTRATION**

Applicant		Cumberland County						
Object Code	Position Title	No.	Total Annual Salary	Pct. (%) Rural Transp. Prog.	Pct. (%) Admin Transp. Tasks	Budgeted Amount	NCDOT Maximum Participation	
<b>FULL TIME EMPLOYEES</b>								
G121	DIRECTOR	1	\$35,000	100%	100%	\$35,000	example	
G121	Transportation Program Coordinator	1	\$37,500	100%	100%	\$37,500		
G121		1		100%		\$0		
G121		1		100%		\$0		
G121		1		100%		\$0		
G121		1		100%		\$0		
G121		1		100%		\$0		
G121		1		100%		\$0		
G121		1		100%		\$0		
<b>TOTAL STAFF POSITIONS (HOSP. / DISAB. INS.) &amp; G121 SALARIES</b>					<b>1.00</b>	<b>\$37,500</b>	<b>\$0</b>	
<b>PART-TIME EMPLOYEES - RECEIVING BENEFITS</b>								
G125	RECEPTIONIST	1	\$25,000	100%	100%	\$25,000	example	
G125	Transportation Program Assistant	1	\$11,385	100%	100%	\$11,385		
G125		1		100%		\$0		
G125		1		100%		\$0		
G125		1		100%		\$0		
<b>TOTAL STAFF POSITIONS (HOSP. / DISAB. INS.) &amp; G125 SALARIES</b>					<b>1.00</b>	<b>\$11,385</b>	<b>\$0</b>	
<b>PART-TIME EMPLOYEES - RECEIVING NO BENEFITS</b>								
G126	OFFICE TEMP.	1	\$10,000	100%	100%	\$10,000	example	
G126		1		100%		\$0		
G126		1		100%		\$0		
G126		1		100%		\$0		
G126		1		100%		\$0		
<b>TOTAL G126 SALARIES</b>						<b>\$0</b>	<b>\$0</b>	
<b>TOTAL STAFF POSITIONS (HOSP. / DISAB. INS.) &amp; TOTAL SALARIES</b>					<b>2.00</b>	<b>\$48,885</b>	<b>\$0</b>	

**PROPOSED PROJECT BUDGET**  
**ADMINISTRATIVE EXPENSES (Dept. 4521)**

Applicant	<b>Cumberland County</b>			
Object Code	Title		Total Cost	NCDOT Maximum Participation
<b>G120</b>	<b>- Salaries and Wages</b>			
G121	Full-time employees		\$37,500	\$0
G122	Overtime			
G125	Part-time (receives benefits)		\$11,385	\$0
G126	Temporary and part-time (receives no benefits)		\$0	\$0
G127	Longevity		\$375	
	<b>Subtotal Salaries:</b>		<b>\$49,260</b>	<b>\$0</b>
<b>G180</b>	<b>- Fringe Benefits</b>			
G181	Social security contribution (7.65% of total salaries)		\$3,768	\$0
G182	Retirement contribution; total salaries X participating percentage			
	→ <span style="border: 1px solid black; padding: 2px;">49,260</span> X <span style="border: 1px solid black; padding: 2px;">5.900%</span>		\$2,906	
G183	Hospitalization insurance; ins. cost/month X the no. of employees.			
	→ <span style="border: 1px solid black; padding: 2px;">479.17</span> X <span style="border: 1px solid black; padding: 2px;">1.00</span>		\$5,750	
G184	Disability insurance; cost/month X the no. of employees.			
	→ <span style="border: 1px solid black; padding: 2px;"></span> X <span style="border: 1px solid black; padding: 2px;"></span>		\$0	
G185	Unemployment compensation			
G186	Workers compensation		\$115	
G189	Other:			
	<b>Subtotal Fringe:</b>		<b>\$12,539</b>	<b>\$0</b>
	<b>TOTAL SALARY &amp; FRINGE:</b>		<b>\$61,799</b>	<b>\$0</b>
<b>G190</b>	<b>- Professional Services</b>			
G191	Accounting			
G192	Legal			
G195	Management consultant contract (Admin only)			
G196	Drug & Alcohol Testing Contract			
G197	Drug & Alcohol Tests		\$700	
	Provide # of employees in test pool: <u>approximately 20</u>			
G198	Medical Review Officer			
G199	Other:			
<b>G200</b>	<b>- Supplies and Materials</b>			
G211	Janitorial supplies			
G212	Uniforms			
G261	Office supplies and materials		\$1,000	
G281	Air conditioner / Furnace filters			
G291	Computer supplies		\$500	
<b>G300</b>	<b>- Travel and Transportation (other than employee development)</b>			
G311	Travel: Anticipated trips: <u>Regional PTD meetings, PTD Conferences</u>		\$500	
	<u>Other training as it pertains</u>			
G312	Travel subsistence		\$1,000	
G314	Vehicle rental (does not include vehicles for providing contracted services)			

**PROPOSED PROJECT BUDGET  
ADMINISTRATIVE EXPENSES (Dept. 4521)**

Applicant		Cumberland County	
Object Code	Title	Total Cost	NCDOT Maximum Participation
<b>G320</b>	<b>- Communications</b>		
G321	Telephone service (includes mo. phone, modem, fax and cellular service)		
G322	Internet Service Provider Fee-Name: _____		
G323	Combined Service Fee		
G325	Postage		
G329	Other: _____		
<b>G330</b>	<b>- Utilities</b>		
G331	Electricity		
G332	Fuel oil		
G333	Natural Gas		
G334	Water		
G335	Sewer		
G336	Trash collection		
G337	Single/combined utility bill		
G339	Other: _____		
<b>G340</b>	<b>- Printing and Binding</b>		
G341	Printing and reproduction	\$300	
G349	Other: _____		
<b>G350</b>	<b>- Repairs and Maintenance</b>		
G355	Office and computer equipment		
G357	Communications equipment		
G359	Other: _____		
<b>G380</b>	<b>- Computer Support Services (contracted)</b>		
G381	Computer programming services		
G382	Computer support/technical assistance		
<b>G390</b>	<b>- Other Services</b>		
G391	Legal advertising	\$2,200	
G393	Temporary Help		
G394	Cleaning services		
G395	<b>Training - Employee Education Expense</b>	\$700	
G396	Management services (contracted transit system mgmt/admin services)		
G398	Security services		
G399	Other: _____		
<b>G410</b>	<b>- Rental of Real Property (include copy of current lease agreement)</b>		
G412	Rent of building X number of payments annually		
→	<input type="text"/> X <input type="text"/>	\$0	
G413	Rent of offices X number of payments annually		
→	<input type="text"/> X <input type="text"/>	\$0	
G419	Other: _____		

**PROPOSED PROJECT BUDGET  
ADMINISTRATIVE EXPENSES (Dept. 4521)**

Applicant		Cumberland County	
Object Code	Title	Total Cost	NCDOT Maximum Participation
<b>G420</b>	<b>- Service and Maintenance Contracts</b>		
G422	Lease of Computer Software		
<b>G430</b>	<b>- Lease of Equipment</b>		
G431	Lease of Reproduction equipment		
G432	Lease of Postage Meter		
G433	Lease of Communications equipment (includes radio, cable lines and antennae)		
G439	Other: _____		
<b>G440</b>	<b>- Service and Maintenance Contracts</b>		
G441	Communications equipment		
G442	Office equipment		
G443	Reproduction equipment		
G445	Computer equipment		
G449	Other: _____		
<b>G450</b>	<b>- Insurance and Bonding</b> (Vehicle Insurance moved to bottom of form)		
G451	Property and general liability (does not include vehicle insurance)		
G454	Professional liabilities		
G455	Special liabilities		
<b>G480</b>	<b>- Indirect Costs</b>		
G481	Central services: (CTP2010 budget direct cost base) X (percentage rate)		
	<input type="text" value="\$61,799"/> X <input type="text" value="13.91%"/> <b>Maximum Eligible \$8,596</b>	\$8,596	
<div style="border: 1px solid black; padding: 5px;">                     Prior approval of Indirect Cost Percentage Rate required.                      Questions should be directed to Financial Management                 </div>			
<b>G490</b>	<b>- Other Fixed Charges</b>		
G491	Dues and subscriptions	\$300	
	Describe: <u>NCPTA Membership</u>		
<b>SUBTOTAL ADMINISTRATIVE EXPENSES:</b>		\$77,595	\$0
Complete budget request for above line items before continuing			
<b>G370</b>	<b>- Advertising/Promotion</b>		
	Marketing (paid ads, marketing firm, etc.)		
G371	→ Requested	<input type="text" value="\$1,552"/>	
	Describe: <u>Paid ads in local publications</u>	\$1,552	
	Marketing (paid ads, marketing firm, etc.)		
G371	→ Approved	<input type="text"/>	

**PROPOSED PROJECT BUDGET  
ADMINISTRATIVE EXPENSES (Dept. 4521)**

Applicant		Cumberland County	
Object Code	Title	Total Cost	NCDOT Maximum Participation
G372	Promotional items → Requested	[ ] \$388	
	Describe: Marketing materials such as magnets, keychains, pens	\$388	
G372	Promotional items → Approved	[ ]	
<hr/>			
G450	- Insurance and Bonding		
G452	Vehicle Ins → Requested	[ ]	
		Maximum Amount \$0	
G452	Vehicle Ins → Approved	[ ]	
		Maximum Amount \$0	
<b>TOTAL SALARIES &amp; FRINGES:</b>		\$61,799	\$0
<b>TOTAL OTHER ADMINISTRATIVE EXPENSES:</b>		\$17,736	\$0
<b>TOTAL ALL ADMINISTRATIVE EXPENSES:</b>		<b>\$79,535</b>	<b>\$0</b>



ITEM NO. 3

**OFFICE OF THE COUNTY ATTORNEY**

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762 • Fax: (910) 678-7758

February 24, 2009

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF MARCH 2, 2009**

**TO: BOARD OF COMMISSIONERS**

**FROM: GRAINGER R. BARRETT, COUNTY ATTORNEY** *GRB*

**SUBJECT: PUBLIC HEARING TO CONSIDER REFUNDING UP TO \$33,306,000  
INSTALLMENT PAYMENT REVENUE REFUNDING BONDS, SERIES 2000  
AND AUTHORIZING MANAGEMENT TO FILE AN APPLICATION WITH  
THE LOCAL GOVERNMENT COMMISSION, AND APPROVAL OF  
ISSUANCE OF CERTIFICATES OF PARTICIPATION AS PREVIOUSLY  
AUTHORIZED BY THE BOARD OF COMMISSIONERS**

**BACKGROUND:** The Board of Commissioners has approved issuing installment financing under G.S. 160A-20 to finance costs of the Western Elementary School and Western Branch Library, and, if market conditions are favorable, to refund certain of the County's 1998 COPs and 1998 Installment Revenue Payment Bonds. The Local Government Commission approved such financing up to a maximum amount of \$90,000,000. Market conditions presently appear favorable and preparations are being made to proceed to sale in late March.

The County's underwriter and financial advisor now suggest that market conditions may be sufficiently favorable that it would be beneficial to the County also to refund some or all of its Installment Payment Revenue Refunding Bonds, Series 2000, up to a total bond certificate value of \$33,306,000. G.S. 160A-20(g) requires a public hearing on a contract to refund such bonds before entering into it.

The amount of the additional refunding would exceed the LGC's currently approved maximum amount and therefore if the Board of Commissioners wished to consider opportunity for the additional refunding, the County would need to apply to the LGC for approval. The LGC is scheduled to consider approval of the County's additional refunding on March 3, 2009.

**RECOMMENDATION:** Consider whether to approve resolution authorizing an installment financing contract under G.S. 160A-20 to refund all or a portion of the County's Installment Payment Revenue Refunding Bonds, Series 2000, up to a total bond certificate value of \$33,306,000, as well as refunding certain of the 1998 COPs and bonds, and financing the school and library, in an amount not to exceed \$120,000,000.00. Authorize management to file an application with the LGC for approval of the additional refinancing and to take all other actions and execute all other documents necessary or appropriate to effect the issuance of certificates of participation as previously authorized and authorized herein.

*Celebrating Our Past... Embracing Our Future*

BOARD OF COMMISSIONERS  
OF  
COUNTY OF CUMBERLAND, NORTH CAROLINA

Excerpt of Minutes  
of Meeting of  
March 2, 2009

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

---

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

\* \* \* \* \*

The following resolution was introduced and its title was read:

RESOLUTION CONCERNING FINAL APPROVAL OF  
INSTALLMENT FINANCING TO (A) REFUND THE  
CUMBERLAND COUNTY FINANCE CORPORATION'S  
(1) REFUNDING CERTIFICATES OF PARTICIPATION  
(CUMBERLAND COUNTY CIVIC CENTER PROJECT),  
SERIES 1998, (2) INSTALLMENT PAYMENT REVENUE  
BONDS (PUBLIC BUILDING AND EQUIPMENT PROJECTS),  
SERIES 1998, AND (3) INSTALLMENT PAYMENT REVENUE  
REFUNDING BONDS (DETENTION CENTER AND MENTAL  
HEALTH FACILITY PROJECTS) SERIES 2000, AND (B) TO  
FINANCE THE ACQUISITION AND CONSTRUCTION OF AN  
ELEMENTARY SCHOOL AND A BRANCH LIBRARY AND  
AUTHORIZING THE EXECUTION AND DELIVERY OF  
DOCUMENTS IN CONNECTION THEREWITH

**WHEREAS**, the Board of Commissioners (the "Board") of the County of Cumberland, North Carolina (the "County") has resolved to undertake the refunding of some or all of the Cumberland County Finance Corporation (the "Corporation") Refunding Certificates of Participation (Cumberland County Civic Center Project), Series 1998, its Installment Payment Revenue Bonds (Public Building and Equipment Projects), Series 1998 and Installment Payment Revenue Refunding Bonds (Detention Center and Mental Health Facility Projects) Series 2000 (together, the "Prior Obligations"), and the financing of the an elementary school and a branch public library (the "Projects"); and

**WHEREAS**, financings and refinancings pursuant to Section 160A-20 must be approved by the North Carolina Local Government Commission (the "LGC"); and

**WHEREAS**, for such financing the Corporation has proposed to execute and deliver its Certificates of Participation (Cumberland County Improvement Projects), Series 2009A (the

"2009A Certificates) and its Refunding Certificates of Participation (Cumberland County Improvement Projects), Series 2009B (the "2009B Certificates" and, with the 2009A Certificates, the "2009 Certificates") pursuant to an Indenture of Trust dated as of March 1, 2009 (the "Indenture"), between the Corporation and U.S. Bank National Association, as Trustee (the "Trustee"), with the 2009 Certificates payable from Installment Payments made by the County under the Installment Financing Agreement dated as of March 1, 2009 (the "Agreement") between the Corporation and the County, and secured by the lien and security interest created by a Deed of Trust and Security Agreement dated as of March 1, 2009 (the "Deed of Trust"), from the County to a trustee named therein; and

**WHEREAS**, the 2009 Certificates are expected to be sold to the public by Banc of America Securities LLC and Wachovia Securities, LLC (the "Underwriters") pursuant to a Certificate Purchase Agreement between the Underwriters, the Corporation and the LGC and approved by the County (the "Certificate Purchase Agreement"); and

**WHEREAS**, there have been presented to the Board forms of the following documents which the Corporation, the Underwriters and the County propose to use in connection with the Agreement, the 2009 Certificates, the refunding of the Prior Obligations and the financing of the Projects:

1. a draft dated March 1, 2009, of the form of the Agreement;
2. a draft dated March 1, 2009, of the form of the Deed of Trust (together with all other documents, if any, required by the Underwriters as security for the Agreement, the "Security Documents");
3. a draft dated March 1, 2009, of the form of the Indenture; and
4. a draft dated March 1, 2009, of the Certificate Purchase Agreement; and
5. a draft dated February 18, 2009, of the Preliminary Official Statement relating to the 2009 Certificates, which contains certain information about the County and the plan of finance (the "Preliminary Official Statement"); and

**WHEREAS**, the Board desires to approve the Agreement, the Security Documents, the Indenture and the sale of the 2009 Certificates and to authorize other actions in connection therewith; and

**WHEREAS**, the County has held public hearings regarding the refinancing of the Prior Obligations and financing of the Projects; and

**WHEREAS**, the LGC will consider the County's application for approval of the Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CUMBERLAND, NORTH CAROLINA:**

1. The refunding of some or all of the Prior Obligations and the financing of the Projects pursuant to the Agreement and in accordance with the terms and conditions of the

Indenture and the Preliminary Official Statement is hereby approved, based, in part, on the following findings:

(a) The proposed Agreement is necessary and expedient for the refinancing of projects financed by the Prior Obligations and financing of the acquisition, construction and equipping of the Projects, the component parts of which are needed by the County for the performance of its school, public library and other responsibilities.

(b) Because of the nature of the Projects, the proposed Agreement is preferable to a bond issue for the same purpose. The cost of financing under the proposed Agreement is not substantially greater, if at all, than the cost of issuing general obligation bonds.

(c) The anticipated sums to fall due under the Agreement are adequate and not excessive for the stated purposes of refinancing the projects financed by the Prior Obligations and financing the acquisition, construction and equipping the Projects. The cost of the proposed undertaking exceeds the amount of funds that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted bonds that could be issued by the County in the fiscal year pursuant to Article V, Section 4, of the North Carolina Constitution.

(d) The County's debt management procedures and policies are good and have been carried out in strict compliance with law and will henceforth be so carried out.

(e) It is not anticipated that a tax increase will be required to meet the sums due under the proposed Agreement.

(f) The County is not in default in any of its debt service obligations.

(g) Counsel has rendered an opinion that the proposed Projects continue to be authorized by law and are purposes for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

2. The Chairman or Vice Chairman of the Board and the County Manager, or any of them, are hereby authorized and directed to execute and deliver the Agreement, the Indenture, the Security Documents, the Certificate Purchase Agreement, the Preliminary Official Statement and a form thereof updated with pricing information and other details of the 2009 Certificates (the "Final Official Statement" and, together with the Preliminary Official Statement, the "Official Statement"), which shall be in substantially the forms previously submitted, which are hereby approved, with such completions, omissions, insertions, and changes as may be approved by the Chairman, Vice Chairman or the County Manager, including such changes as may be required by the LGC, their execution to constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes. The Clerk of the Board shall attest and seal such documents as require the Clerk's attestation and the County seal.

3. The Board hereby approves the execution and delivery by the Corporation of the Agreement, the Indenture, the Certificate Purchase Agreement and the 2009 Certificates and any other documents or certificates that may be required in connection with the execution and delivery of the 2009 Certificates.

4. The Chairman, Vice Chairman, County Manager, County Finance Officer, County Attorney and Clerk of the Board are hereby authorized to take any and all such further action and to execute and deliver such other documents as may be necessary or advisable to carry out the intent of this resolution and to effect the installment financing pursuant to the Agreement, including, without limitation, procuring a municipal bond insurance policy or other credit or liquidity facility and entering into rebate compliance agreements. Without limiting the generality of the foregoing, the Chairman, Vice Chairman or County Manager are authorized to approve all details of the financing, including without limitation, the amount advanced under the Agreement (which shall not exceed \$120,000,000.00), the annual payments due under the Agreement, the issuance of the 2009 Certificates in one or more series, the interest rates with respect to such payments (which shall not exceed an all-in interest cost of 6.0% per annum) and the term of the Agreement (which shall not extend past December 1, 2028). Execution of the Agreement by the Chairman, Vice Chairman or County Manager, as the case may be, shall conclusively evidence approval of all such details of the financing.

5. To the extent permitted by law, the County Manager, or such other officer or employee of the County as may be responsible from time to time for the preparation of the County's annual budget, is hereby authorized and directed to carry out the obligations imposed by the Agreement on such officer or employee.

6. The Board hereby approves and consents to the use of the Preliminary Official Statement and the Final Official Statement, in substantially the form of the Preliminary Official Statement, with such changes as are necessary to reflect the maturities and interest rates of the 2009 Certificates and other information required by Rule 15c2-12 of the Securities and Exchange Commission, and the Chairman, Vice Chairman or the County Manager is hereby authorized to execute the Official Statement in substantially such form, with such completions, omissions, insertions, and changes as may be approved by them, their execution to constitute conclusive evidence of approval of any such completions, omissions, insertions and changes.

7. All other actions of the officers of the County which are in conformity with the purposes or intent of this resolution and in furtherance of the execution and delivery of the Agreement, including the execution of the Security Documents, the Certificate Purchase Agreement and the Official Statement, are hereby ratified, approved and confirmed. The representations of the County made in the Agreement, the Security Documents and the Certificate Purchase Agreement are hereby confirmed. Such documents shall be in substantially the forms previously submitted, which are hereby approved, with such completions, omissions, insertions, and changes as may be approved by the Chairman, Vice Chairman or the County Manager, including such changes as may be required by the LGC, their execution to constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes. The Clerk of the Board shall attest and seal such documents as require the Clerk's attestation and the County Seal.

8. The Board hereby approves the execution and delivery by the Corporation of the documents relating to the 2009 Certificates and any other documents or certificates that may be required to be executed by the Corporation in connection with the execution and delivery thereof.

9. The Chairman, Vice Chairman, County Manager, County Finance Officer, County Attorney and Clerk of the Board are hereby authorized to take any and all such further action and execute and deliver such other documents as may be necessary or advisable to carry out the intent of this resolution with respect to the 2009 Certificates.

10. All other actions of the officers of the County which are in conformity with the purposes and intent of this resolution with respect to the execution and delivery of the 2009 Certificates are hereby ratified, approved and confirmed.

11. The following financing team members shall serve for the issuance of the 2009 Certificates:

Co- Special Counsel: Hunton & Williams LLP and The Charleston Group

Underwriters: Banc of America Securities LLC  
Wachovia Securities, LLC

Co-Underwriters' Counsel Womble Carlyle Sandridge & Rice, PLLC and  
Rand & Gregory, P.A.

Trustee: U.S. Bank National Association

12. All resolutions or parts thereof in conflict herewith are hereby repealed.

13. This resolution shall take effect immediately.

\* \* \* \* \*

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

Ayes: Commissioners \_\_\_\_\_

Nays: Commissioners \_\_\_\_\_

Not Voting: \_\_\_\_\_

\* \* \* \* \*

I, \_\_\_\_\_, Clerk of the Board of Commissioners of Cumberland County, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and complete copy of so much of the proceedings of the Board of Commissioners for the County at a regular meeting held on March 2, 2009, as it relates in any way to the resolution hereinabove referenced and set forth, respectively, and that the proceedings are recorded in Minute Book \_\_\_\_ of the minutes of the Board. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board of Commissioners for the County is on file in my office.

**WITNESS** my hand and the common seal of said County, this 2nd day of March, 2009.

(SEAL)

\_\_\_\_\_  
Clerk of the Board of Commissioners  
of Cumberland County

JEANNETTE M. COUNCIL  
Chairman

BILLY R. KING  
Vice Chairman

J. BREEDEN BLACKWELL  
KENNETH S. EDGE  
MARSHALL FAIRCLOTH  
JIMMY KEEFE  
EDWARD G. MELVIN



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

5th Floor, New Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7771 • Fax: (910) 678-7770

ITEM NO. 4A

February 23, 2009

**March 2, 2009 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Library Board of Trustees

The Library Board of Trustees has the following vacancy:

Nellie McCoy – resigned. The Library Board of Trustees recommends the appointment of **Mary E. Thomas** to fill this vacancy (see attached).

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

**PROPOSED ACTION:** Make nomination to fill the vacancy.

Attachments

pc: Jody Risacher, Library Director

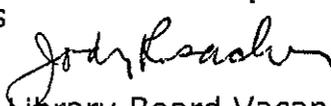
*Celebrating Our Past... Embracing Our Future*



300 Maiden Lane  
Fayetteville, NC 28301-5000  
910-483-1580 x 102  
910-483-6867 (FAX)  
[jrisacher@cumberland.lib.nc.us](mailto:jrisacher@cumberland.lib.nc.us)

## MEMORANDUM

**TO:** Dr. Jeannette Council, Chairman  
Board of County Commissioners

**FR:** Jody Risacher, Library Director 

**RE:** Trustee Nomination for Current Library Board Vacancy

**DATE:** February 19, 2009

---

At today's library board meeting, the Trustees heard the report of the Trustee Nominating Committee and approved its recommendation of a nominee to fill the vacancy on the board, which had been created when Nellie McCoy had to resign in December 2008 before her term had expired. The Board's report, as well as other background material, is attached.

The Trustees are respectfully requesting the Commissioners consider the nomination of their recommended candidate, Spring Lake resident Mary E. Thomas, to fill the vacancy.

We are sending the nomination packet over today in the hope that Library Trustee appointments could be an agenda topic at the earliest possible meeting of the Cumberland County Board of Commissioners, as we are looking forward to have our vacancy filled as soon as possible.

We appreciate yours and your fellow Commissioners' consideration.

*"The Very Best Place to Start @ CCPL&IC - your public library"*

LIBRARY BOARD OF TRUSTEES  
3 Year Term

10/08

<u>Name/Address</u>	<u>Date</u> <u>Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For</u> <u>Reappointment</u>
Dr. Polly Davis (W/F) 2542 South Edgewater Drive Fayetteville, NC 28303-5202 484-5887/678-8322 (W)	09/06	1 <sup>st</sup>	Dec/09 12/31/09	Yes
Nellie L. McCoy (B/F) P.O. Box 514 Spring Lake, NC 28390-0514 497-2890 (H)	11/06	1st full	Dec/09 12/31/09	Yes
Ole M. Sorensen (W/M) 2817 Briarcreek Place Fayetteville, NC 28304-3879 867-9403/309-0000 (C)	10/08	1 <sup>st</sup>	Dec/11 12/31/11	Yes
Maxine McCoy (W/F) 112 Hillside Avenue Fayetteville, NC 28301-4828 485-1944 (H)	11/06	2nd	Dec/09 12/31/09	No
Willie Wright (B/M) 196 Darrock Court Fayetteville, NC 28311-2914 822-6415/672-1499 (W)	10/07	1 <sup>st</sup>	Dec/10 12/31/10	Yes
Susan Walters (W/F) 4100 Yarborough Road Hope Mills, NC 28348-8924 483-1252 (H)	10/08	2 <sup>nd</sup>	Dec/11 12/31/11	No
Robbin MacGregor (W/F) 2309 Crosshill Drive Fayetteville, NC 28312-9313 339-7552/678-2402(W)	10/07	2 <sup>nd</sup>	Dec/10 12/31/10	No

(Dr. Davis was appointed 9/06; however, her first term will not begin until January 2007 after Richard Higgins' board appointment expires.)

Library Liaison: Commissioner J. Breeden Blackwell

Contact: Jody Risacher, Library Director (or Wendy Fraser – 483-1580 x102)

Meeting Date: 3rd Thursday of each month (with the exception of 2<sup>nd</sup> Thursday in December) at 9:05 AM  
- Different Libraries within the County

APPLICANTS FOR  
LIBRARY BOARD

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
CEZAIR, DR. JOAN (B/F) 737 MAXINE STREET FAYETTEVILLE, NC 28303 822-0759/672-1009 (W)	ASSISTANT PROFESSOR FSU	BBA; MBA; DOCTORATE
COGDELL, EDNA A. (B/F) 734 ASHBURTON DR FAYETTEVILLE, NC 28301 488-4582 <b>**SERVES ON THE JOINT APPEARANCE COMMISSION**</b>	RETIRED EDUCATOR	MASTERS – LIBRARY SCIENCE, BS – ENGLISH
COLEY, TIAWANNIA A. (B/F) 6115 LAKE TRAIL DRIVE FAYETTEVILLE, NC 28304 860-4872/321-6794 (W)	SUBSTANCE ABUSE COUNSELOR MENTAL HEALTH/TASC	BS – COMPUTER SCIENCE AA – MATHEMATICS WORKING ON MASTERS - MH COUNSELING
COLLINS, RICKEY (W/M) 4876 US HWY 3015 HOPE MILLS, NC 28348 425-9990	RETIRED ELECTRICIAN NC	SOME COLLEGE ELEC. LICENSE
EBRON, SANDRA (B/F) PO BOX 65306 FAYETTEVILLE, NC 28306 424-3932/(919) 922-9446 (C) <b>**SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**</b>	UTILIZATION MGT SPECIALIST MENTAL HEALTH – LUMBERTON	MASTERS – SOCIAL WORK
HACKETT, MARIAN J. (B/F) 4184 FERNCREEK DRIVE FAYETTEVILLE, NC 28314 323-3060/672-2129 <b>**SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**</b>	RN – LECTURER FSU	MASTER – NURSING
LAVOIE, MARY ELLEN (W/F) PO BOX 53295 FAYETTEVILLE, NC 28305 257-5529	SOCIAL WORKER BIBLICAL COUNSELING	MSW – SOCIAL WORK
MARSHALL, BARBARA SUMMEY (B/F) 7640 WILKINS DRIVE FAYETTEVILLE, NC 28311 488-2615/977-2303 (W) <b>**SERVES ON BOARD OF HEALTH**</b>	VOLUNTEER/ADVOCATE RETIRED MILITARY	MASTERS - RELIGIOUS EDUCATION
McCOLLUM, DEMETRIUS (-/M) 1222 NORTH STREET FAYETTEVILLE, NC 28301 568-3209/978-0237	DISABLED	HS; SOME COLLEGE
NEWSOME, RANDY A. (W/M) 232 CROYDON AVENUE FAYETTEVILLE, NC 28311 717-5754/436-0414 (W)	GENERAL MANAGER BEACON AUTOMOTIVE	BBA

## LIBRARY BOARD OF TRUSTEES, PAGE 2

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
O'DONNELL, DAWN (W/F) 2072 BIRCHCREFT DRIVE FAYETTEVILLE, NC 28304 425-3619/916-1207 (W)	RETIRED ARMY/TAX PREPARER H&R BLOCK	AA – ACCOUNTING
SHELTON SR., MICHAEL TORAIN (-/M) 3529 THAMESFORD RD FAYETTEVILLE, NC 28311 482-4495/630-3830	TRAVEL AGENT SELF EMPLOYED	AS – BANKING/FINANCE
SIMPSON, PATRICIA G. (B/F) 3760 HUCKLEBERRY ROAD FAYETTEVILLE, NC 28312 323-4558/386-7030 (C)	RETIRED JACKSON-HEWITT	HS
STEWART, JAMESON C. (W/M) 3533 GODWIN CIRCLE FAYETTEVILLE, NC 28312 874-5930/678-9897 (W)	SENIOR AUDIO VISUAL TECH – FTCC	AAA – ELECTRONICS ENG.
THOMAS, MARY E. (AA/F) 217 CECIL AVENUE SPRING LAKE, NC 28390 497-7574/436-0000 (W)	REAL ESTATE BROKER RETIRED – POSTAL SERVICE PLANT MANAGER	BA-EDUCATION/PHSCH.
TYSON-AUTRY, CARRIER (_/_) 5951 NC HWY 87 SOUTH FAYETTEVILLE, NC 28306-7379 483-0087	RETIRED TEACHER  <b>**SERVES ON THE BOARD OF ADJUSTMENT</b>	PhD, MA, BA & BS 1 YEAR LAW SCHOOL

JEANNETTE M. COUNCIL  
Chairman

BILLY R. KING  
Vice Chairman

J. BREEDEN BLACKWELL  
KENNETH S. EDGE  
MARSHALL FAIRCLOTH  
JIMMY KEEFE  
EDWARD G. MELVIN



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

5th Floor, New Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7771 • Fax: (910) 678-7770

ITEM NO. 4B

February 23, 2009

**March 2, 2009 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *mc*  
SUBJECT: Senior Citizens Advisory Board

The Senior Citizens Advisory Board has the following vacancy:

Annette Renteria – resigned due to family health issues. The Senior Citizens Advisory Board has requested that **Mary Rizer** fill this vacancy.

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

**PROPOSED ACTION:** Make nomination to fill the vacancy

pc: James McMillan, Special Projects Coordinator  
City of Fayetteville

Attachments

*Celebrating Our Past... Embracing Our Future*

SENIOR CITIZENS ADVISORY COMMISSION  
(Joint Fayetteville/Cumberland County)  
2 Year Term  
(County Appointees)

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
Eleanora Ashby (B/F) 6529 Senator Drive Fayetteville, NC 28304 860-1017	2/07	1 <sup>st</sup>	Feb/09 2/28/09	Yes
Eleanor Ayers Hairr P.O. Box 220 Stedman, NC 28391 323-1892	11/08	2 <sup>nd</sup>	Nov/10 11/30/10	No
Rebecca Campbell (W/F) 7027 Darnell Street Fayetteville, NC 28314 487-1555/432-6393	10/08	1 <sup>st</sup>	Sept/10 9/30/10	Yes
Sara Jean Hicks(W/F) 2303 Morganton Rd. #2 Fayetteville, NC 28305 417-9072/483-8309 (W)	10/08	1st	Sept/10 9/30/10	Yes
George Hatcher, Sr.(C/M) 3534 A.B. Carter Road Fayetteville, NC 28312 483-5896/818-8263(Cell)	11/08	2 <sup>nd</sup>	Nov/10 11/30/10	No
E. C. (Chip) Modlin (W/M) 2811 Millbrook Road Fayetteville, NC 28303 485-5262(H)	9/07	2 <sup>nd</sup>	Sept/09 9/30/09	No
Dineen Morton 5835 Pettigrew Drive Fayetteville, NC 28314 635-9287(W)	9/07	2 <sup>nd</sup>	Sept/09 9/30/09	No
Annette Renteria (_/F) 7130 Ashwood Circle Fayetteville, NC 28303 964-5352 (C)/907-9705 (W)	9/08	1st	Sept/10 9/30/10	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Carolyn Tracy (W/F) 718 Southview Circle Fayetteville, NC 28311 323-4191, x26 (W)	9/08	2 <sup>nd</sup>	Sept/10 9/30/10	No
Kristine Wagner (W/F) 130 Gillespie Street Fayetteville, NC 28301 436-0340/678-7624(W)	11/08	2 <sup>nd</sup>	Nov/10 11/30/10	No

Contact: James McMillan, Special Programs Supervisor, City of Fayetteville.  
Phone: 433-1560 - Fax: 433-1560 – Email: [jmcmillan@ci.fay.nc.us](mailto:jmcmillan@ci.fay.nc.us)  
Mary Brymer – Senior Citizens Center Director – Phone: 433-1574

Commissioner Liaison: Commissioner Marshall Faircloth

Regular Meetings: 2nd Tuesday of each month at 2:30 PM  
LaFayette Room – City Hall

\*NOTE: This Board was expanded in 2006. The City & County agreed to expand from 10 to 20 members. The BOC had responsibility to appoint 2 new members to a 1 yr. term & 3 new members to a 2 yr. term.

APPLICANTS FOR  
SENIOR CITIZENS ADVISORY BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ATKINSON, DEBORAH J. (B/F) 217 ANDOVER ROAD FAYETTEVILLE, NC 28311 822-5441/494-1288 (C)	RETIRED (STATE GOV'T)	BA – SOCIOLOGY MSW; MRC
BRIGGS, DR. JOHN G. (W/M) 2910 HYBART STREET FAYETTEVILLE, NC 28303 867-1493 <b>**SERVES ON THE NURSING HOME ADVISORY BOARD**</b>	RETIRED PLASTIC SURGEON	DR OF MEDICINE BS – BIOLOGY
BURGESS, PAUL F. (??) 5620-C CHASON RIDGE DRIVE FAYETTEVILLE, NC 28314 864-2186	RETIRED MILITARY	AS – BUSINESS MGT AS – CRIMINAL JUSTICE
COGDELL, EDNA A. (B/F) 734 ASHBURTON DR FAYETTEVILLE, NC 28301 488-4582 <b>**SERVES ON THE JOINT APPEARANCE COMMISSION**</b>	RETIRED EDUCATOR	MASTERS – LIBRARY SCIENCE, BS – ENGLISH
DOUGLAS, BRENDA (B/F) 6109 GARDEN COURT FAYETTEVILLE, NC 28311 717-0123/677-2965 (W) <b>**SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**</b>	SOCIAL WORKER III DEPT. OF SOCIAL SERVICES	BA – PSYCHOLOGY
EBRON, SANDRA (B/F) PO BOX 65306 FAYETTEVILLE, NC 28306 424-3932/(919) 922-9446 (C) <b>**SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**</b>	UTILIZATION MGT SPECIALIST MENTAL HEALTH – LUMBERTON	MASTERS – SOCIAL WORK
HAIRE, CASSANDRA W. (B/F) 515 ALBANY STREET FAYETTEVILLE, NC 28301 <b>**SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**</b> 728-0175	SELF EMPLOYED	PURSUING MBA
LAVOIE, MARY ELLEN (W/F) PO BOX 53295 FAYETTEVILLE, NC 28305 257-5529	SOCIAL WORKER BIBLICAL COUNSELING	MSW – SOCIAL WORK
MORALES, OCTOBER R. (W/F) 1917 DAPHNE CIRCLE FAYETTEVILLE, NC 28304 (831) 601-7217/689-0150	ACTIVITIES DIRECTORS HAYMOUNT REHAB & NURSING CENTER	BA – MIDDLE EASTERN STUDIES
RIZOR, MARY W. (W/F) 734 BAYWOOD ROAD FAYETTEVILLE, NC 28312 609-1743	RETIRED NURSE	RN

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
TOMLINSON-KNOELL, REV. NANETTE 609 TALLSTONE DRIVE FAYETTEVILLE, NC 28311 339-2201/489-2198 <b>**SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**</b>	PASTOR	BA – ELEMENTARY EDUC. MASTER OF DIVINITY
WATSON, WILLIAM J. (B/M) 1881 GOLA DRIVE FAYETTEVILLE, NC 28301 488-6600	RETIRED TEACHER	BS & MASTERS – SCIENCE
WOLFE, JACQUELINE B. (W/F) 1812 MANCHESTER STREET FAYETTEVILLE, NC 28303 484-8588	RETIRED - FAYETTEVILLE POSTAL CU	HS; SOME TECH COURSES

JEANNETTE M. COUNCIL  
Chairman

BILLY R. KING  
Vice Chairman

J. BREEDEN BLACKWELL  
KENNETH S. EDGE  
MARSHALL FAIRCLOTH  
JIMMY KEEFE  
EDWARD G. MELVIN



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

5th Floor, New Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7771 • Fax: (910) 678-7770

February 20, 2009

ITEM NO. 5A

**ITEM FOR THE MARCH 2, 2009 AGENDA**

**TO:** Board of Commissioners  
**FROM:** Marsha Fogle, Clerk  
**RE:** Adult Care Home Community Advisory Committee appointment (1)

**BACKGROUND:** On February 17, 2009, the Board nominated Jacqueline Wolfe to fill a vacancy on this Board.

The current membership list is attached.

**ACTION: Appoint Jacqueline Wolfe**

pc: Andrea Wright-Valdez, Mid Carolina Council of Government

*Celebrating Our Past...Embracing Our Future*

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

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Marian J. Hackett (B /F) 4184 Ferncreek Drive Fayetteville, NC 28314 323-3060/672-2129	4/08	Initial	Apr/09 4/30/09	Yes
Toney Edwards (B/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/864-6262	04/08	Initial	Apr/09 4/30/09	Yes
Mary Ann Brown-Jackson 1959B James Hamner Way Fayetteville, NC 28311 822-1311/893-8151 x330 (W)	1/09	2 <sup>nd</sup>	Jan/12 1/31/12	No
Sandra Ebron (B/F) PO Box 65306 Fayetteville, NC 28306 424-3932/922-9446(C)	12/08	Initial	Dec/09 12/31/09	Yes
Herma Jean Bradley ( /F) 714 Topeka Street Fayetteville, NC 28301 822-3689	6/06	1 <sup>st</sup>	June/09 6/30/09	Yes
Mexie Fields ( /F) 1815 Primrose Drive Fayetteville, NC 28301 488-8432	1/06	1 <sup>st</sup>	Jan/10 1/31/10	Yes
Yvonne Booth (B/F) 4568 Turquoise Road Fayetteville, NC 28311 488-7260	8/08	Initial	Aug/09 8/31/09	Yes
Brenda Douglas (B/F) 6109 Garden Court Fayetteville, NC 28311 717/0123/677-2965 (W)	5/08	Initial	May/09 5/31/09	Yes

Adult Care Home Community Advisory Committee, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Dell Caramanno (W/F) 5578 Quietwood Place Fayetteville, NC 28304 423-2622	4/08	Initial	Apr/09 4/30/09	Yes
Stephanie Hodges (W/F) 3424 Harrisburg Road Fayetteville, NC 28306 429-9300/584-0358 (C)	10/06	1 <sup>st</sup>	Nov/09 11/30/09	Yes
Wynella A. Myers (B/F) 706 Sarazan Drive Fayetteville, NC 28303 822-5526/273-8483 (C)	8/07	1 <sup>st</sup>	Aug/10 8/31/10	Yes
Janet Pelley 18 Adams Street Ft. Bragg, NC 28307 497-4947	4/06	2 <sup>nd</sup>	April/09 4/30/09	No
John Poulos (W/M) 3025 Brechin Road Fayetteville, NC 28303 867-2622/424-4242(W)	6/06	2 <sup>nd</sup>	June/09 6/30/09	No
Sonya M. Edmonds (B/F) PO Box 58394 Fayetteville, NC 28305 485-1394/(919) 566-4676 (W)	2/09	Initial	Feb/10 2/28/10	Yes
Cassandra W. Haire (B/F) 515 Albany Street Fayetteville, NC 28301 728-0175	12/08	Initial	Dec/09 12/31/09	Yes
Kim Howard (W/F) 6018 Lakaway Drive Fayetteville, NC 28306 308-5974	4/08	1 <sup>st</sup>	Apr/11 4/30/11	Yes

CONTACT: Andrea Wright-Valdez, Regional Ombudsman, Mid-Carolina Area Agency on Aging,  
P. O. Box 1510, Fayetteville, NC 28302. Phone: 323-4191, x 25, fax # 323-9330  
MEETINGS: Quarterly: 3<sup>rd</sup> Monday (starting March) 10 am - various adult care homes

JEANNETTE M. COUNCIL  
Chairman

BILLY R. KING  
Vice Chairman

J. BREEDEN BLACKWELL  
KENNETH S. EDGE  
MARSHALL FAIRCLOTH  
JIMMY KEEFE  
EDWARD G. MELVIN



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

5th Floor, New Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7771 • Fax: (910) 678-7770

February 20, 2009

ITEM NO. 5B

**AGENDA ITEM FOR MARCH 2, 2009 MEETING**

**TO:** Board of Commissioners  
**FROM:** Marsha Fogle, Clerk  
**RE:** Equalization & Review Board Appointments (5)

**BACKGROUND:** The Board of Commissioners, at its meeting on February 17, 2009, nominated the following people to fill vacancies on this committee:

<b>Businessman:</b>	<b>George Turner</b>
<b>Farmer:</b>	<b>Sherrill Jernigan (moved from at-large position)</b>
<b>At-large (2):</b>	<b>David Mack and Curt Alexander</b>
<b>Homebuilder:</b>	<b>Rodney Sherrill</b>

The current membership list is attached.

**ACTION:** **Appoint the above nominees**

pc: Aaron Donaldson, Tax Administrator

*Celebrating Our Past... Embracing Our Future*

## EQUALIZATION AND REVIEW BOARD

## 3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Appraiser</u>				
Steven A. Parsons (W/M) 3701 Clearwater Drive Fayetteville, NC 28311 822-4155/822-2000(W)	3/07	1 <sup>st</sup>	Mar/10 3/31/10	Yes
<u>At Large</u>				
David J. Mack (B/M) 5479 Lynbrook Court Fayetteville, NC 28314 867-1214	3/06	1st	Mar/09 3/31/09	Yes
Sherrill Jernigan (W/M) 6717 Sisk Culbreth Road Godwin, NC 28344 (filling an unexpired term) 980-1698/237-5065	3/08	1 <sup>st</sup>	Mar/09 3/31/09	Yes
W. Carroll Beard, Jr. (W/M) 2524 Fordham Drive Fayetteville, NC 28304 (filling an unexpired term) 485-7050/818/9797	3/08	1 <sup>st</sup>	Mar/10 3/31/10	Yes
<u>Businessman</u>				
David Dauria (W/M) 6437 Pericat Drive Fayetteville, NC 28306 (filling an unexpired term) 425-5771/797-9688	6/08	1 <sup>st</sup>	Mar/09 3/31/09	Yes
<u>Farmer</u>				
David Miller Gillis (W/M) 2701 Gillis Hill Road Fayetteville, NC 28306 487-0684/867-2350(W)	3/06	1 <sup>st</sup>	Mar/09 3/31/09	Yes
<u>Home Builder</u>				
Rodney W. Sherrill (W/M) P.O. Box 53329 Fayetteville, NC 28305 263-0922/829-1010 (W)	3/06	1 <sup>st</sup>	Mar/09 3/31/09	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Industrialist</u>				
William E Holland (W/M) 1998 Dawnview Place Fayetteville, NC 28304 867-3284/678-1390 (W) (only eligible to serve one term as he served in the At-Large position)	3/07	1 <sup>st</sup>	Mar/10 3/31/10	No
<u>Real Estate Agent</u>				
Kathy Olsen (W/F) 854 S. Reilly Road Fayetteville, NC 28314-1820 867-4659/864-1459 (W)	3/08	1 <sup>st</sup>	Mar/11 3/31/11	Yes

Chairman: David Mack  
1st Vice Chairman: William "Bill" Holland  
2nd Vice Chairman: Carroll Beard, Jr.

Meetings: 2nd Wednesday of every month – 3:30 PM (except July)  
Courthouse – Room 15  
(No meetings in July)

JEANNETTE M. COUNCIL  
Chairman

BILLY R. KING  
Vice Chairman

J. BREEDEN BLACKWELL  
KENNETH S. EDGE  
MARSHALL FAIRCLOTH  
JIMMY KEEFE  
EDWARD G. MELVIN



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

5th Floor, New Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7771 • Fax: (910) 678-7770

ITEM NO. 50

February 23, 2009

**March 2, 2009 Agenda Item**

TO: Board of Commissioners  
FROM: Marie Colgan, Deputy Clerk *MC*  
SUBJECT: Equalization and Review Board

**BACKGROUND:** The Board of Commissioners is responsible for appointment of the Chairman, First Vice Chairman and Second Vice Chairman for the above Board. Currently, David Mack is the Chairman, William Holland is the First Vice Chairman and Carroll Beard, Jr., is the Second Vice Chairman. Recommendations have been made for the year as follows:

<b>William "Bill" Holland</b>	<b>Chairman</b>
<b>Carroll Beard, Jr.</b>	<b>First Vice Chairman</b>
<b>George Turner</b>	<b>Second Vice Chairman</b>

I have attached the current membership list for this Board.

**PROPOSED ACTION:** **Appoint a Chairman, First Vice Chairman and Second Vice-Chairman.**

Attachment

Cc: Aaron Donaldson, Tax Administrator

*Celebrating Our Past... Embracing Our Future*

## EQUALIZATION AND REVIEW BOARD

## 3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Appraiser</u>				
Steven A. Parsons (W/M) 3701 Clearwater Drive Fayetteville, NC 28311 822-4155/822-2000(W)	3/07	1 <sup>st</sup>	Mar/10 3/31/10	Yes
<u>At Large</u>				
David J. Mack (B/M) 5479 Lynbrook Court Fayetteville, NC 28314 867-1214	3/06	1 <sup>st</sup>	Mar/09 3/31/09	Yes
Sherrill Jernigan (W/M) 6717 Sisk Culbreth Road Godwin, NC 28344 (filling an unexpired term) 980-1698/237-5065	3/08	1 <sup>st</sup>	Mar/09 3/31/09	Yes
W. Carroll Beard, Jr. (W/M) 2524 Fordham Drive Fayetteville, NC 28304 (filling an unexpired term) 485-7050/818/9797	3/08	1 <sup>st</sup>	Mar/10 3/31/10	Yes
<u>Businessman</u>				
David Dauria (W/M) 6437 Pericat Drive Fayetteville, NC 28306 (filling an unexpired term) 425-5771/797-9688	6/08	1 <sup>st</sup>	Mar/09 3/31/09	Yes
<u>Farmer</u>				
David Miller Gillis (W/M) 2701 Gillis Hill Road Fayetteville, NC 28306 487-0684/867-2350(W)	3/06	1 <sup>st</sup>	Mar/09 3/31/09	Yes
<u>Home Builder</u>				
Rodney W. Sherrill (W/M) P.O. Box 53329 Fayetteville, NC 28305 263-0922/829-1010 (W)	3/06	1 <sup>st</sup>	Mar/09 3/31/09	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Industrialist</u>				
William E Holland (W/M) 1998 Dawnview Place Fayetteville, NC 28304 867-3284/678-1390 (W) (only eligible to serve one term as he served in the At-Large position)	3/07	1 <sup>st</sup>	Mar/10 3/31/10	No
<u>Real Estate Agent</u>				
Kathy Olsen (W/F) 854 S. Reilly Road Fayetteville, NC 28314-1820 867-4659/864-1459 (W)	3/08	1 <sup>st</sup>	Mar/11 3/31/11	Yes

Chairman: David Mack  
 1st Vice Chairman: William "Bill" Holland  
 2nd Vice Chairman: Carroll Beard, Jr.

Meetings: 2nd Wednesday of every month – 3:30 PM (except July)  
 Courthouse – Room 15  
 (No meetings in July)

JEANNETTE M. COUNCIL  
Chairman

BILLY R. KING  
Vice Chairman

J. BREEDEN BLACKWELL  
KENNETH S. EDGE  
MARSHALL FAIRCLOTH  
JIMMY KEEFE  
EDWARD G. MELVIN



MARSHA S. FOGLE  
Clerk to the Board

MARIE COLGAN  
Deputy Clerk

**BOARD OF COMMISSIONERS**

5th Floor, New Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7771 • Fax: (910) 678-7770

February 20, 2009

ITEM NO. 5D

**AGENDA ITEM FOR THE MARCH 2, 2009 MEETING**

TO: Board of Commissioners  
FROM: Marsha Fogle, Clerk  
RE: Nursing Home Advisory Board Appointment (1)

**BACKGROUND:** The Board of Commissioners, at its meeting on February 17, 2009, nominated October Morales to fill a vacancy on this Board.

The current membership list is attached.

**ACTION:** Appoint October Morales.

pc: Andrea Wright-Valdez, Mid Carolina Council of Government

*Celebrating Our Past... Embracing Our Future*

NURSING HOME ADVISORY BOARD  
3 Year Term  
(Initial Appointment One Year)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Mandella Edwards ( /F) 7076 Candlewood Drive Fayetteville, NC 28314 429-0790(H)	4/07	1 <sup>st</sup>	April/10 4/30/10	Yes
Tom Lloyd (W/M) 1306 Berkshire Road Fayetteville, NC 28305 574-3177/678-7618(W)	8/08	1 <sup>st</sup>	Aug/11 8/31/11	Yes
Martha McKoy P.O. Box 42152 Fayetteville, NC 28309 423-0771	9/08	2 <sup>nd</sup>	Sept/11 9/30/11	No
Dr. John Briggs (W/M) 2910 Hybart Street Fayetteville, NC 28303 867-1493	2/08	Initial	Feb/09 2/28/09	Yes
Terri Thomas (B/F) 508 Spaulding Street Fayetteville, NC 28301 988-7672/485-4765(W)	1/09	Initial	Jan/10 1/31/10	Yes
Hervenna Pannell (B/F) 1821 Eichelberger Drive Fayetteville, NC 28303 822-8516/907-9355(W)	2/06	1 <sup>st</sup>	Feb/09 2/28/09	Yes
Clyde E. Hammond (W/M) 1802 Flintshire Road Fayetteville, NC 28304 425-2774	08/08	1 <sup>st</sup>	Aug/11 8/31/11	Yes
Teresa Rena McNeill (B/F) 3518 Pickerel Street Fayetteville, NC 28306 480-0313/483-3648 x2226 (W)	8/08	1 <sup>st</sup>	Aug/11 8/31/11	Yes
Toney Edwards (B/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/864-6262	1/09	1 <sup>st</sup>	Jan /12 1/31/12	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Stephanie Hodges (W/F) 3424 Harrisburg Road Fayetteville, NC 28306 429-9300/292-5651 (C)	6/08	1 <sup>st</sup>	June/11 6/30/11	Yes
Marilynn H. Montenegro 701 Emeline Avenue Fayetteville, NC 28303 678-8020/609-0639 (W)	12/08	Initial	Dec/09 12/31/09	Yes

CONTACT: Andrea Wright -Valdez, Mid-Carolina Area Agency on Aging  
P. O. Box 1510, Fayetteville, NC 28302, (Phone: 323-4191, ext. 25)

Quarterly, 3<sup>rd</sup> Monday (March, June, September & December) at 1:00 PM - at various nursing homes in the county.