

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
MONDAY, NOVEMBER 20, 2017 – 6:45 PM
117 DICK STREET, 1ST FLOOR, ROOM 118
REGULAR/REZONING MEETING
MINUTES

PRESENT: Commissioner Glenn Adams, Chairman
Commissioner Charles Evans, Vice Chairman
Commissioner Michael Boose
Commissioner Jeannette Council
Commissioner Marshall Faircloth
Commissioner Larry Lancaster
Amy Cannon, County Manager
Melissa Cardinali, Assistant County Manager
Tracy Jackson, Assistant County Manager
Sally Shutt, Assistant County Manager
Duane Holder, Assistant County Manager
Rick Moorefield, County Attorney
Vicki Evans, Finance Director
Heather Harris, Budget Analyst
Deborah Shaw, Budget Analyst
Jeffrey Brown, Engineering and Infrastructure Director
Tom Lloyd, Planning and Inspections Director
Brenda Jackson, Social Services Director
Joel Strickland, FAMPO Executive Director
Candice White, Clerk to the Board
Kellie Beam, Deputy Clerk
Press

ABSENT: Commissioner Jimmy Keefe

Chairman Adams called the meeting to order.

INVOCATION / PLEDGE OF ALLEGIANCE

Commissioner Lancaster provided the invocation followed by the Pledge of Allegiance to the American flag.

Recognition of the Fayetteville Academy Boys Soccer Team - State 2-A
Champions of the North Carolina Independent Schools Athletic Association

Chairman Adams recognized the Fayetteville Academy Boys Soccer Team stating they became the state 2-A champions after the Eagles won the North Carolina Independent Schools Athletic Association championship just over a week ago. Chairman Adams extended congratulations to Coach Andrew McCarthy, the players and managers who make up the Eagles Soccer Team. Chairman Adams stated athletes like the Fayetteville Academy Eagles make us all proud. Coach McCarthy stated the boys' soccer team were conference champions, state champions, number three in public and private schools throughout the state and ranked fourteenth in the nation. Coach McCarthy spoke to community and volunteer events in which the team has been involved in addition to the high academic standards they must meet. Coach McCarthy expressed appreciation for the recognition. Chairman Adams also recognized parents of the players.

Introduction of Fayetteville-Cumberland Youth Council Members:

Jordan Clayborn
Camrionna "Cammie" Corbett

Chairman Adams introduced Fayetteville Cumberland Youth Council members Jordan Clayborn, student at Cross Creek Early College, and Camrionna "Cammie" Corbett, student at Jack Britt High School. Mr. Clayborn shared information about a military social conducted by the Fayetteville Cumberland Youth Council and presented a token of appreciation to Commissioner Evans and Commissioner Keefe for their service in the United States Armed Forces.

PUBLIC COMMENT PERIOD

Amy Cannon, County Manager, read the public comment policy. Chairman Adams recognized the clerk to the board who called the following speakers:

Tom Clark – Mr. Clark asked that officials keep pressure on the Atlantic Coast Pipeline to be sure it is honest and forthcoming about what is happening. Mr. Clark expressed concern for the blast zone, oil leaks and safety issues associated with gas pipelines.

Marshall B. Pitts, Jr. – Mr. Pitts appeared as the attorney representing a high school student who was detained by deputies at a high school football game and explained the circumstances of the incident in which the student sustained injuries. Mr. Pitts stated the deputies were just doing their job; however, his client was just an innocent bystander who was injured. Mr. Pitts stated he was presenting this to the Board of Commissioners because he had submitted a claim to the Sheriff and the county attorney and had not received a response.

Sharon Hirsch – Ms. Hirsch appeared as the President and CEO of Prevent Child Abuse North Carolina and spoke about child abuse and neglect in North Carolina. Ms. Hirsch stated a broad array of agencies in the Cumberland County community have come together to implement the Community Child Abuse and Neglect Prevention Plan that will represent the entire community, strengthen families, keep children safe and help all children thrive.

Chief District Court Judge Robert Steihl – Judge Steihl underscored the comments of Ms. Hirsch and stated there is no greater concentration of dysfunctional lines of society than those that intersect with district courts. Judge Steihl spoke to issues dealt with by district courts and stated there is no more important issue than the abuse and neglect of children in the community. Judge Steihl stated the Community Child Abuse and Neglect Prevention Plan is critically important to this community.

1. APPROVAL OF AGENDA

MOTION: Commissioner Evans moved to approve the agenda.
SECOND: Commissioner Boose
VOTE: UNANIMOUS (6-0)

2. PRESENTATIONS

Presentation on Fayetteville State University's Comprehensive Integrated HIV Prevention Program

BACKGROUND:

Dr. Maurice Mongkuo, PI/Project Director for Fayetteville State University's Comprehensive Integrated HIV Prevention Program, will be making a short presentation on the Comprehensive Integrated HIV Prevention Program at the November 20, 2017 Board of Commissioners meeting.

RECOMMENDATION/PROPOSED ACTION:

Accept the report as presented.

Chairman Adams recognized Dr. Mongkuo who introduced Kelisha Graves, Program Operations Manager; Sigrid Crow, Research Data and Social Marketing Manager; and Tamri Graves, Outreach Marketing Coordinator. Dr. Mongkuo stated the CIHPP program is sponsored by a \$900,000 grant from the Substance Abuse Mental Health Services Administration and is aimed at reducing substance abuse and HIV infection in Cumberland County. Dr. Mongkuo stated CIHPP's goal is to take preventative measures to decrease the transmission of HIV through education, prompt diagnosis and adequate counseling and treatment while ensuring access to high quality culturally appropriate services. Program members reviewed program activities, program

outcomes and next steps which included leveraging social media to continue to address campus risky behaviors and community awareness, expanding follow-up tracking outcomes and addressing sustainability through partnerships with local agencies, access to services and message inoculation.

Presentation on the Cumberland County Child Abuse and Neglect Prevention Plan and Consideration of Resolution of Support

BACKGROUND:

The SOAR (Strengthening Families Provide Optimal Child Development and Reduce Child Abuse and Neglect) Committee will be making a presentation at the November 20, 2017 Board of Commissioners Meeting.

Ms. Mary Sonnenberg, President of Partnership for Children of Cumberland County, Inc., Faith Boehmer, Child Advocacy Center Volunteer Coordinator/Prevention Coordinator, Melea Rose-Waters, Parent and Community Engagement Manager for Prevent Child Abuse NC, and Judge Robert Stiehl, Chief District Court Judge / SOAR Member will be presenting the Cumberland County Child Abuse and Neglect Prevention Plan.

The SOAR Committee is requesting consideration of a Resolution of Support to endorse the Community Child Abuse Prevention Plan.

RECOMMENDATION/PROPOSED ACTION:

Accept the plan as presented and consider the Resolution of Support to endorse the Community Child Abuse Prevention Plan.

Chairman Adams recognized Mary Sonnenberg, President of Partnership for Children of Cumberland County, Inc. who introduced Faith Boehmer, Child Advocacy Center Volunteer Coordinator/Prevention Coordinator; Melea Rose-Waters, Parent and Community Engagement Manager for Prevent Child Abuse NC; and Judge Robert Stiehl, Chief District Court Judge and SOAR Member. Ms. Sonnenberg stated the SOAR plan was developed over a period of four years through community collaboration and is a countywide plan that will make Cumberland County a safe and stable community where children are nurtured and families thrive.

Ms. Sonnenberg stated the SOAR Plan goals include:

- Optimal Child Development
- Increased Family Strengths
- A Responsive Service System
- A Decrease in Child Abuse and Neglect

Ms. Sonnenberg stated development of the actionable plan included the County, the City, Action Pathways, the school system, the Sheriff's Office, the Child Advocacy Center and the Partnership for Children. Ms. Sonnenberg stated working together and support will make a difference. Ms. Sonnenberg provided highlights of the strategic areas of the Community Child Abuse Prevention Plan outlined below.

STRATEGIC AREAS

Building a Nurturing Community

1. Collective Action Yields Collective Impact
2. A Mutually Reinforcing Plan of Action
3. Strengthening Families Protective Factors Framework

Cultivate and expand partnerships

Focus on Protective Factors

- Parental resilience
- Knowledge of parenting and child development
- Concrete support in times of need
- Social connections
- Social and emotional competence of children

Influence Our Community

- Society – bringing protective factors to life in your work
- Community – resilience: the biology of stress and the science of hope
- Family – parent cafes
- Individual – evidence-based/informed practices

Network with Prevention Partners

- Public awareness campaign
- Skills-based curricula
- Parent education programs
- Home visiting programs
- Parent mentor or leaderships programs
- Parent support groups and respite care

Act Collective Leading to....

- Optimal child development
- Increased family strengths
- A responsive service system
- A decrease in child abuse and neglect
 - Data team
 - Community trainings team
 - Family engagement team
 - Steering team

Ms. Waters provided a brief description of the strategic area of protective factors and stated when these factors are present in families, there is a decrease in the likelihood of abuse and neglect occurring. Ms. Boehmer explained the prevention plan's influence on the community and work conducted by the prevention partners to create a culture oriented solution that will look at change from a system-wide fresh perspective. J. C. Basknight stated the SOAR Plan is the first in North Carolina, will certainly be used as a model to shape other plans across the state and will provide a historic opportunity to change the destiny of children in Cumberland County. Mr. Basknight stated the next step is the formation of action teams and provided a brief description of the work of the data team, community training team, family engagement team and steering team. Mr. Basknight asked the Board to consider the Resolution of Support to endorse the Community Child Abuse Prevention Plan.

Community Child Abuse Prevention Plan Resolution of Support

WHEREAS, multiple factors cause community problems; therefore, efforts to affect behavioral, environmental, and social change must be collaborative and multidimensional;

WHEREAS, adverse childhood experiences (ACEs) are traumatic experiences, such as abuse, neglect and household dysfunction, and can result in toxic stress and have a profound effect on a child's developing brain and body;

WHEREAS, protective factors serve as a buffer to prevent families from becoming "at risk" for abuse and neglect;

WHEREAS, multiple agencies provide services, resources and supports to parents, children and other family members;

WHEREAS, collaboration across governmental jurisdictions and across the public, private, and nonprofit sectors is needed to reinforce one another's work and investments;

WHEREAS, we can choose a course for change that will lead to the mutually reinforcing outcomes of optimal child development, increased family strengths, a responsive service system and a decrease in child abuse and neglect;

WHEREAS, there is a network of prevention partners ensuring access to evidence based informed prevention programs for children and their families all along the age continuum;

WHEREAS, our Community Child Abuse Prevention Plan is framed around Sound Science, Strong Families, and Stronger Services;

AND WHEREAS, the plan steers the efforts of prevention partners to be used as a vehicle for promoting community dialogue, problem-solving and planning at the local level;

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Board of Commissioners hereby endorses the Community Child Abuse Prevention Plan.

ENDORSED this the 20th day of November, 2017.

MOTION: Commissioner Council moved to endorse the Resolution of Support for the Community Child Abuse Prevention Plan.
SECOND: Commissioner Lancaster
VOTE: UNANIMOUS (6-0)

Presentation on Newly Designed County Website

BACKGROUND:

The Public Information Office and Information Services Department have partnered to create a new County website, which was built in-house and uses content-management software that allows departments to update their information when needed.

The new site is easier for residents to use and designed for mobile phones and tablets. The presentation will introduce the website and spotlight several features.

RECOMMENDATION / PROPOSED ACTION:

The presentation is provided for information only. No action is required.

Sally Shutt, Assistant County Manager, introduced and conducted a brief overview of the new Cumberland County website. Ms. Shutt stated the goal was to create an attractive modern site and make information easy to find.

Chairman Adams pulled Item 3.G.3) for separate discussion and action.

3. CONSENT AGENDA

- A. Approval of Minutes of the November 6, 2017 regular meeting
- B. Approval of Proclamation Recognizing November 25, 2017 as Shop Small Saturday

COUNTY OF CUMBERLAND

NORTH CAROLINA

PROCLAMATION

WHEREAS, small businesses form the backbone of our local economy, generating jobs and improving the quality of life to citizens; and

WHEREAS, since the birth of our country, small businesses have represented opportunity, independence and the fulfillment of dreams for generations of Americans; and

WHEREAS, Small Business Saturday was first observed in the United States on November 27, 2010 and is a nationwide campaign to cultivate business for small merchants by following in the tradition of Black Friday and Cyber Monday, two of the busiest shopping days of the year; and

WHEREAS, Cumberland County supports the efforts of local small businesses and recognizes the critical role they play in our community; and

WHEREAS, Cumberland County joins the Greater Fayetteville Chamber in recognizing Small Business Saturday as a day to celebrate and support local small businesses that create jobs and boost the economy.

NOW, THEREFORE, We, the Cumberland County Board of Commissioners, do hereby recognize Saturday, November 25, 2017 as Shop Small Saturday in Cumberland County and encourage our residents to support small businesses within our community by shopping these establishments on the Saturday following Thanksgiving.

Adopted this 20th day of November, 2017.

- C. Approval of Report on the Disposal of Surplus Property Pursuant to N.C.G.S.160A-2269a)

BACKGROUND:

On September 18, 2017, the Board of Commissioners declared several items that are outdated and are no longer used by the Print, Mail & Design Services Department surplus property and transferred the property to the Cumberland County School System for their use. The Cumberland County School System only elected to take two of the six items. The Print, Mail & Design Services Department desires to place the remaining four items on GovDeals to attempt to sell the items that have already been declared surplus property.

Since the disposal method of the property is changing from the original action taken by the Board of Commissioners on September 18th, the Board will need to approve County staff placing the remaining items on GovDeals for disposal.

RECOMMENDATION / PROPOSED ACTION:

Staff recommends the Board of Commissioners adopt the report recorded below, allow staff to place the remaining items on GovDeals for disposal and duly record the report in the official minutes.

Surplus Property Disposal List
Print, Mail and Design Services

QTY	PROPERTY DESCRIPTION	RENDERING DEPARTMENT	DISPOSAL METHOD
1	Hamada 2-color press	Print, Mail & Design	GovDeals
1	Multi 3850 Press	Print, Mail & Design	GovDeals
1	Multi digital platemaker	Print, Mail & Design	GovDeals
1	Horizon bookletmaker	Print, Mail & Design	GovDeals

- D. Approval of 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:

Upchurch Farm Subdivision

- Homeland Drive
- Lion Heart Lane
- Bullsbay Court
- Ubet Place
- True Fews Circle

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

RECOMMENDATION / PROPOSED ACTION:

NCDOT recommends that the above-named streets be added to the State Secondary Road System. County Management concurs. Approve the above listed streets for addition to the State Secondary Road System.

- E. Approval of Employment Contract with Dr. Lauby

BACKGROUND:

Dr. Lauby has been employed as the Director of Animal Control since July 1, 2010. The conditions of his employment have included characteristics typically associated with a contracted employee. Section 10-83 of the Personnel Ordinance in place when Dr. Lauby was hired required that any contract for employment be approved by the Board of Commissioners. The current Personnel Ordinance also contains that requirement. Dr. Lauby has agreed to continue his employment through April, 2018, with the contract which is recorded below. The County Manager is satisfied with the terms of the contract. The Board has considered this matter in a prior closed session.

RECOMMENDATION / PROPOSED ACTION:

The county attorney recommends that the Board approve the contract of employment with Dr. Lauby.

NORTH CAROLINA

MEMORANDUM OF AGREEMENT

CUMBERLAND COUNTY

This AGREEMENT by and between John A. Lauby, Sr., (Lauby), and the County of Cumberland, (County), referred to hereinafter as Parties, is entered into October ____, 2017.

WITNESSETH:

WHEREAS, Lauby is and has been an employee of the County and Director of Animal Control for the County since July 1, 2010; and

WHEREAS, a dispute has arisen as to the status of Lauby and his employment with the County; and

WHEREAS, the Parties have agreed on a resolution to determine the agreement by and between the Parties so that all matters regarding the employment of Lauby by the County may be settled.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in in this Agreement, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lauby, has since July 1, 2010, been an employee of the County as the Director of its Animal Control Department.
2. During the period of time Lauby has been employed with the County as the Director of Animal Control, he has not been paid certain raises or any benefits as a regular employee.
3. Lauby may have been entitled to receive those benefits as an employee and an agreement has been made between the Parties as to the amount that Lauby is to receive for past benefits that were not paid.
4. Lauby, Sr., is to receive the sum of \$38,000.00 which represents the negotiated compromise of payments he may have been due and that this negotiated amount is considered payment in full of any past benefits he may have been due and any benefits he will forego for the remainder of his employment with the County. One-half of this amount will be paid within a reasonable time of the execution of this agreement and the other half shall be paid at the end of April, 2018.
5. Lauby will continue to be employed as the Director of the Animal Control Department until the end of April, 2018. During that time Lauby will be paid his current salary and shall not receive any employee benefits.
6. Lauby agrees that he will work a minimum of 24 hours per week during the period of time he remains employed with the County. Lauby will be considered a contract employee for the period of time between the date of this instrument and the last day of April, 2018.
7. During the remainder of the term of his employment, Lauby will not be involved in the hiring or selection of the Animal Enforcement Supervisor, the Animal Shelter Supervisor, or the Deputy Animal Services Director/Trainer and that that selection will be made by the County through its servants, agents and employees, to include the HR Department and county

management. However, Lauby shall still have the authority to hire and fire those other employees who are directly under him in the operation of the Animal Control Department.

8. During the remainder of the term of Lauby's employment as the Director of the Animal Control Department, the Animal Control Department shall still be under the supervision of Tracy Jackson or such person as the County Manager may designate in lieu of Mr. Jackson.

9. It is further stipulated and agreed, however, that neither Mr. Jackson nor any other management supervisor assigned by the County Manager to supervise the Animal Control Department will attempt to directly instruct or direct employees of the Animal Control Department but shall, instead, take management's concerns with regard to the operation of the Department to Lauby, as the Director, to implement such changes as may be required during the term of this contractual agreement which shall terminate the last day of April, 2018.

10. That each of the Parties acknowledges and affirms that this Memorandum of Agreement contains the entire Agreement between the Parties, that no promise, inducement or agreement not herein expressed has been made to either of the Parties, and each Party does herein acknowledge and agree that this Agreement may not be modified except by written agreement signed by each of them.

This Memorandum of Agreement is herewith approved by the Board of Commissioners October_____, 2017, to be executed by the Parties in duplicate originals.

F. Approval of Budget Ordinance Amendments for the November 20, 2017 Board of Commissioners' Agenda

BACKGROUND:
General Fund 101

1) Mental Health Other - Budget Ordinance Amendment B180143 to move \$2,160,841 of FY18 mental health funding to fund balance.

The Board is requested to approve Budget Ordinance Amendment B180143 in the amount of \$2,160,841. This represents available County fund balance held by Alliance Behavioral Health as of June 30, 2017. The County is opting to pay Alliance Behavioral Health(ABH) \$2,639,159 and require ABH to use County funds it is holding in the amount of \$2,160,841 to fulfill total mental health funding of \$4,800,000.

Please note this amendment reduces fund balance appropriated and assigns these funds for future mental health expenditures.

Eastover Sanitary District Fund 620

2) Eastover Sanitary District - Budget Ordinance Amendment B181120 to recognize the reimbursement from the Town of Eastover in the amount of \$50,496 to pave the Ballpark Road.

The Board is requested to approve Budget Ordinance Amendment B181120 to recognize reimbursement from the Town of Eastover in the amount of \$50,496 for the paving of Ballpark Road.

Please note this amendment requires no additional county funds.

REGARDING ITEM 3 PLEASE NOTE:

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

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

General Fund 101

- 3) Sheriff's Office - Budget Ordinance Amendment B180333 to bring FY17 funds forward in the amount of \$37,244 for a vehicle.

The Board is requested to approve Budget Ordinance Amendment B180333 to bring FY17 funds forward in the amount of \$37,244. This is for a vehicle that was ordered prior to June 30, 2017, but was not received until FY18. Therefore, funding is requested to be carried forward so the invoice can be paid in FY18.

Contingency Funds Report – FY18

The County Manager approved the following use of contingency funds.

- \$13,668 was used to cover the cost of relocating the Pretrial Department to 412 West Russell Street.

RECOMMENDATION / PROPOSED ACTION:

Approve Budget Ordinance Amendments.

- G. Approval of Cumberland County Facilities Committee Report and Recommendation(s)

1. County Group Home Facilities Utilization Plan

BACKGROUND:

The Group Care Program addresses issues and other identified problems by providing youth & their parents or caregivers with a 24-hour program designed to strengthen their relationships. Right Track (boys) and Safe Landing (girls) Group Homes were created in Cumberland County through the use of Juvenile Crime Prevention Council, state/federal foster care and county funds to assist in addressing these needs in the community. The target population is youth aged 13-17 years and their families. The program works closely with Juvenile Court Counselors, Juvenile Assessment Centers, Mental Health professionals, DSS, Schools, Communicare and NC Dept. of Juvenile Justice affiliated programs. Both group homes are Community- Based Alternative facilities, licensed by NC Department of Health and Human Services.

A presentation was made at the November 2, 2017 Facilities Committee Meeting. This was a follow-up to the September 7, 2017 discussion about improving the effectiveness and efficiency of group home services and properties. Based on utilization of current facilities, staff believes there are advantages to combining group home placements into one facility. Over the past year there has been a steady decline in the number of referrals received for the group home placements for girls. The home is licensed for six youths. There is an average of two youth in the girls group home per month. The boys group home maintains consistent occupancy.

The Facilities Committee unanimously approved to combine the current boy's facility with the girl's facility at Safe Landing to create one unisex group home effective July 1, 2018, pursuant to formal approval in the Juvenile Crime Prevention Council (JCPC) budget process which is anticipated to be completed in early 2018.

RECOMMENDATION / PROPOSED ACTION

We request that the Board of Commissioners adopt the recommendation of the Facilities Committee and approve the combining of the current boy's facility with the girl's facility at Safe Landing to create one unisex group home effective July 1, 2018, pursuant to formal approval in the Juvenile Crime Prevention Council (JCPC) budget process which is anticipated to be completed in early 2018.

2. Offer of Blue Sky LLC to Purchase a Parcel in the Cumberland Industrial Center

BACKGROUND:

Blue Sky LLC has made an offer of \$10,000 to purchase the parcel described as Outparcel

“A” on the plat of the Cumberland Industrial Center recorded in Plat Book 68 at page 13 in the Office of the Register of Deeds. The parcel lies in the intersection of Tom Starling Road and Research Drive. It is a narrow parcel approximately 75’ in width and 700’ in length lying between Research Drive and the property of McCune Technology, Inc. The recorded plat identifies it as “undevelopable at current standards.”

The parcel is identified in the tax records with Parcel ID 0423-99-5861. It is assessed as commercial property with an assessment rate of 0.49 per square foot and a total assessed value of \$25,203.

Signage for the Cumberland Industrial Center is located on the parcel near the street intersection. The buyer has agreed to accept the property subject to a signage easement. The buyer has also been informed that the sale must be subject to the upset bid process.

At its meeting November 2, 2017, the Facilities Committee recommended approval of this sale subject to the following conditions:

- (1) a determination that property is not needed for governmental purposes;
- (2) the reservation of a signage easement deemed sufficient by the county engineer to maintain and replace the signage;
- (3) the liability for ad valorem taxes set out in G.S. §105-285(d); and
- (4) the upset bid process set out in G.S. §160A-269.

RECOMMENDATION / PROPOSED ACTION:

County attorney recommends approval of the recommendation of the Facilities Committee.

3. Pulled for separate discussion and action as recorded below.

4. Cumberland County Facilities Committee Minutes - November 2, 2017

H. Approval of Cumberland County Finance Committee Report and Recommendation(s)

1. Proposed New Clinical Services Fees

BACKGROUND:

The Board of Health approved proposed new clinical services at their meeting, October 17, 2017. This item was presented to the Finance Committee at their meeting, November 2, 2017 and was approved.

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

RECOMMENDATION / PROPOSED ACTION:

Consider the recommendation of the Finance Committee.

Cumberland County Health Department
Proposed-New Services/Fees

Clinical Services		Proposed
Procedure Code	Procedure Description	Fee
10060	Incision & Drainage of Abscess (Simple or Single)	80.14
10061	Incision & Drainage of Abscess (Complex or Multiple)	137.99
11200	Skin Tag Removal Up to 15	59.46
11201	Skin Tag Removal- Next 10	14.05
11730	Avulsion of Nail Plate	72.54
11732	Additional Avulsion of Nail Plate	33.86
11750	Excision of Nail and Nail Matrix- Partial	157.05
20600	Injection of small joint	41.20
20605	Injection of intermediate joint	44.13

20610	Injection of major joint	56.80
83605	Measurement of Lactic Acid	13.58
86360	CD4/CD8 Absolute Count	57.95
90620	Bexsero- Meningococcal Group B Vaccine	185.00
D0180	Comprehensive Periodontal	60.00

2. Engaging Outside Legal Counsel for DSS Independent Contractor for Children's Services

BACKGROUND:

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

The Contract was considered at the November 2, 2017 Finance Committee meeting and the committee unanimously approved the contract with Elizabeth Gurnee in the amount of \$40,000 (not to exceed 32 hours per week) effective December 1, 2017 through June 30, 2018.

RECOMMENDATION / PROPOSED ACTION:

We request that the Board of Commissioners adopt the recommendation of the Finance Committee and approve the contract for Elizabeth Gurnee in the amount of \$40,000 (not to exceed 32 hours per week) effective December 1, 2017 through June 30, 2018.

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

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

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

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

2. **Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. **Effective Period:** This contract shall be effective on December 1, 2017 and shall terminate on June 30, 2018. This contract must be twelve months or less.

- Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

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

**ATTACHMENT A
General Terms and
Conditions**

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

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

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

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on

an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

(c) Automobile Liability Insurance: The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/underinsured motorist coverage; and a limit of \$25,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

- (a) owned by the Contractor and used in the performance of this contract;
- (b) hired by the Contractor and used in the performance of this contract; and
- (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hire or non-owned -- unless the vehicle is used in the performance of this contract.

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

Transportation of Clients by Contractor:

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

Default and Termination

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

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

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

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

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

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

Intellectual Property Rights

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

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

Compliance with Applicable Laws

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

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

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

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

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

(b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty- four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

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

Trafficking Victims Protection Act of 2000:

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

Executive Order # 24:

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

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result

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

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

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

Warranties and Certifications

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

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

E-Verify

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

Miscellaneous

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

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

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

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

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

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

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

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of

any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

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

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

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

ATTACHMENT B – Scope of Work

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Elizabeth Gurnee, Attorney at Law
2. *If different* from Contract Administrator Information in General Contract: Address: same
Telephone Number: 910-670-2978 Fax Number: _____ Email: elizabethgurnee@gmail.com
3. Name of Program (s): Children's Services
4. Status: () Public () Private, Not for Profit (X) Private, For Profit
5. Contractor's Financial Reporting Year January 1 through December 31

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

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

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

C. Negotiated County Rate: N/A

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

E. Details of Billing process and Time Frames;

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

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

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

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Cumberland County Department of Social Services/Human Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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

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

- 1. 1225 Ramsey Street (Street address)
Fayetteville, Cumberland County, NC
28301 (City, county, state, zip code)
- 2. 117 Dick Street (Street address)
Fayetteville, Cumberland County, NC 28301 (City, county, state, zip code)

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

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

Certification Regarding Nondiscrimination

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

relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

ATTACHMENT D

Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ATTACHMENT E - OVERDUE TAXES

Elizabeth Gurnee, Attorney at Law

370 Confluence Avenue

Durango, CO 81301

December 01, 2017

To: Cumberland County Department of Social Services/Human Services

Certification:

I certify that the Elizabeth Gurnee, Attorney at Law does not have any overdue tax debts, as defined by

N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143-6.2(b2) is guilty of a criminal offense punishable as provided by

N.C.G.S. 143-34(b).

Sworn Statement:

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

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Cumberland County Department of Social Services/Human Services Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

ATTACHMENT M

State Certification

Contractor Certifications Required by North Carolina Law

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

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf

- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

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

Cumberland County Department of Social Services/Human Services

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

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

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Elizabeth Gurnee,

Attorney at Law (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

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

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Cumberland County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Cumberland County Department of Social Services determining

Covered Entity's compliance with the Privacy Rule.

- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

Effect of Termination.

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

the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

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

3. Cumberland County Finance Committee Minutes - November 2, 2017

I. Approval of Cumberland County Policy Committee Report and Recommendation(s)

1. Resolution Supporting Ozone Advance Program

BACKGROUND:

In 2003 the Cumberland County Board of Commissioners partnered with the municipalities within Cumberland County to participate in the Environmental Protection Agency's (EPA) Early Action Compact program. The program was designed to improve air quality within the County and show the EPA that Cumberland County was committed to being in attainment with the EPA's standards for ground level ozone. Since that time the Early Action Compact program has been discontinued, but the county still has shown their commitment to air quality by participating in the voluntary Ozone Advance Program. By doing so, the efforts put forth will help Cumberland County stay within the EPA's standards for attainment as well as open opportunities for grants from the EPA.

This item was approved by the Policy Committee at their November 2, 2017 meeting.

RECOMMENDATION / PROPOSED ACTION:

Consider approval of the 2017 Ozone Advance Program Resolution.

RESOLUTION SUPPORTING THE OZONE ADVANCE PROGRAM

WHEREAS, the federal Clean Air Act, through the Environmental Protection Agency (EPA), establishes air quality standards to protect public health and welfare; and

WHEREAS, Cumberland County has acknowledged the importance of these standards in promoting quality of life, economic development, and future healthy development; and

WHEREAS, Cumberland County is currently attaining the 2015 federal ozone standard of 0.070 parts per million (ppm); and

WHEREAS, in 2003 the Cumberland County Board of Commissioners partnered with all of its municipalities to participate in the EPA's Early Action Compact and created the Air Quality Stakeholders of Cumberland County to proactively improve air quality for our citizens; and

WHEREAS, EPA, in conjunction with state governments, business, industry, and environmental interest, has developed an option known as an "Ozone Advance Program", through which an area, in partnership with the North Carolina Department of Environmental and Natural Resources and EPA, can voluntarily improve conditions through strategies developed through an Action Plan to help avoid a designation of non-attainment; and

WHEREAS, the benefits of participating in an Ozone Advance Program include: clean air sooner, potentially avoiding non-attainment designation; preference during EPA federal grant allocations; flexibility to achieve standards in cost effective ways; development of local standards in partnership with stakeholders and the state, and other benefits;

NOW, THEREFORE, BE IT RESOLVED, that we, the Cumberland County Board of Commissioners, support the Ozone Advance Program and will participate in the development and implementation of an Action Plan with the purpose of reducing ground-level ozone concentrations.

ADOPTED this 20th day of November, 2017.

2. Amendment to Personnel Ordinance

BACKGROUND:

Since July 1, 2001, the County has tracked leave balances in the automated system known as Advantage in the format of hours and minutes (4 hours and 30 minutes was shown as 4.30). The County converted to a new system known as Munis on October 1st, 2016. Leave balances are now reflected in a decimal hour format (4 hours and 30 minutes shown as 4.5). This has slightly adjusted our leave tables.

Based on their work schedule, Cumberland County Sheriff’s Office law enforcement officers accrue annual leave at a rate slightly higher than civilian employees. For reference purposes, this table has been added to the current ordinance.

RECOMMENDATION / PROPOSED ACTION:

Request that the Board of Commissioners accept and approve the Policy Committee recommendations, made on November 2, 2017, that these leave adjustments be made to reflect the accurate rates and format of leave accrual for all staff as reflected by Munis. These adjustments are reflected in Article VI Section 606 and 607.

BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY ORDINANCE AMENDING ARTICLE VI SECTIONS 606 AND 607 OF THE CUMBERLAND COUNTY PERSONNEL ORDINANCE

Be it ordained by the Board of Commissioners that the Cumberland County Personnel Ordinance, formerly codified as Chapter 10 of the Cumberland County Code, Personnel, is hereby amended as follows:

FIRST AMENDMENT:

Article VI Section 606(b), Annual leave, is amended to update the table containing the accrual rates due to the new system, Munis, accruing leave at a rate rounded at the ten-thousandths decimal place by repealing existing *Article VI subsection 606(b)*, and adopting in its stead the following new subsection *Article VI subsection 606(b)*:

(b) All employees subject to the Local Government Employees’ and Law Enforcement Officers’ Retirement Systems who are in pay status for ten or more workdays, 80 hours, in a pay period earn annual leave. The following table indicates the amount of annual leave accrued per pay period based on years of Cumberland County service for regular employees:

<u>Years of Completed Service</u>	<u>Hours Earned Each Pay Period</u>	<u>Days Earned Annually</u>
0-2	3.7000	12.0250
2	4.6167	15.0043
5	5.5500	18.0375
10	6.4667	21.0168
15	7.4000	24.0500
20	8.3167	27.0293

(c) The following table indicates the amount of annual leave accrued per pay period based on years of *Cumberland County* service for *Law Enforcement Officers Only*.

<u>Years of Completed Aggregate Service</u>	<u>Hours Earned Each Pay Period</u>	<u>Days Earned Annually</u>
0-2	3.9500	12.0117
2	4.9333	15.0018
5	5.9333	18.0428
10	6.9167	21.0332
15	7.9000	24.0234
20	8.8833	27.0135

SECOND AMENDMENT:

Article VI Section 607, Sick leave, is amended to update the amount of sick leave accumulated per pay period to reflect current rate from new system, by repealing existing *Article VI Section 607(a) Sick leave credits*, and adopting in its stead the following new subsection *Article VI Section 607(a) Sick leave credits*:

(a) *Sick leave credits*. All employees participating in the Local Governmental Employees Retirement system must be in pay status the entire bi-weekly pay period (80 hours for standard work schedule employees and 85.5 hours for law enforcement/detention officers) to accrue sick leave as follows:

Standard Schedule Employees accrue 3.70 hours per pay period/96.20 hours (12 days) annually
LEO/Detention Officers accrue 3.95 hours per pay period/102.70 hours (12 days) annually.
Employees whose normal work week is less than 40 hours per week shall earn sick leave proportionally.

3. Cumberland County Policy Committee Minutes - November 2, 2017

MOTION: Commissioner Lancaster moved to approve consent agenda Items 3.A. – 3.I.3) with the exception of Item 3.G.3) as pulled for separate discussion and action.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (6-0)

3.G.3) Transfer of E. Newton Smith and Executive Place Facilities to Cumberland County Hospital System, Inc., d/b/a Cape Fear Valley Health System

BACKGROUND:

Cape Fear Valley Health System, the “Hospital,” needs additional space to accommodate its new residency program. The Hospital currently leases approximately half of the County’s office building at 711 Executive Place for \$108,762 annually and the fourth floor of the E. Newton Smith building for \$94,555 annually. Both of these facilities are sufficient for the Hospital’s uses for the residency program and other hospital functions. The County’s employee pharmacy and the Board of Elections occupy the first floor of the E. Newton Smith building. The remaining portion of the Executive Place office building is leased to Alliance Behavioral Health Care for \$225,848 annually. Alliance has the right to lease its space until December 31, 2023. There is a separate, small office building at Executive Place occupied by the County’s Community Development Department and Senior Community Service Employment Program.

County and Hospital management are engaged in on-going discussions of the transfer of these two facilities to the Hospital. The conveyance of county-property to a non-profit hospital corporation is governed by G. S. §131E-8. This would be the same type of transfer that was done with the 2006 Transfer Agreement when the county-owned hospital property was transferred to the Hospital; however; the continued occupancy of portions of these facilities by County Departments and a commercial tenant present an issue that must be addressed to comply with the statutory restrictions.

To assure statutory compliance, the county manager and county attorney recommend the County pursue an agreement with the Hospital as follows:

(1) The E. Newton Smith building be transferred to the Hospital pursuant to G.S. §131E-8, subject to the reservation of a leasehold interest to the County for its continued use and occupancy of the first floor for County’s governmental purposes for a term not to exceed 90 years, with the Hospital to be responsible for all maintenance including the first floor.

(2) The entire parcel at Executive Place be transferred to the Hospital pursuant to G.S. §131E-8 at such time as the Alliance lease terminates with the County to continue to maintain the property and the Hospital to continue to pay rent pursuant to its lease.

(3) The transfer of the Executive Place parcel would be subject to the reservation of a leasehold interest to the County for its continued use and occupancy of the separate, small office building for County’s governmental purposes for a term not to exceed 90 years, with the County to be solely responsible for all maintenance of that building.

Once all the details are finalized the agreement must be reviewed by bond counsel to determine whether there are any further limitations to the transaction arising from the use of tax-exempt financing for the acquisition or construction of the facilities.

At its meeting November 2, 2017, the Facilities Committee recommended the transfer of these facilities to the Hospital in accordance with the conditions stated above and directed the county attorney to develop a formal agreement with the Hospital for this purpose.

RECOMMENDATION / PROPOSED ACTION:

County manager and county attorney recommend the Board approve the action of the Facilities Committee.

Commissioner Boose referenced an email from Commissioner Keefe and asked to have the following excerpt included in the record:

1. *We currently have county offices in both of these buildings*
2. *They are income producing and have a greater potential for earnings in the future*
3. *We are constantly looking for new office areas. (Even today at our courthouse)*
4. *We have tenants in the Winding Creek property that have made improvements to the property*
5. *We are transferring the property to another organization that will not be paying any property taxes*

Commissioner Boose stated if the properties were sold at a low price or transferred to a private entity, tax revenue would be generated for the County. Commissioner Boose also stated the County has long-term tenants and customized leases at discounted rates in which the lessees are responsible for maintenance. Commissioner Boose stated he would favor these over transferring these facilities to the Hospital.

Chairman Adams stated there are currently no taxes generated through ownership by the County and the transfer will assist the Hospital with the residency program. Chairman Adams stated the County needs to get out of the landlord business and return to its core function of human services.

Commissioner Faircloth stated he concurred with Commissioner Keefe's email and Commissioner Boose's comments, and although he has a concern for the County's facility needs, he would like to hear the long-term plan for the Board of Commissioners location in the courthouse facility. Ms. Cannon referenced the facility needs survey conducted several years back and the decision not renovate the E. Newton Smith building for County administration and the Board of Commissioners. Ms. Cannon stated in keeping with the County's core functions, one of the rationales laid out during the budget process was for the County to divest excess properties due to the high cost of renovation and maintenance. Ms. Cannon stated at the same time, the Hospital was seeking space for the residency program. Ms. Cannon stated staff followed through with what was laid out during the budget process but should the Board decide to take a different direction, staff will revisit.

Commissioner Council stated the County cannot afford the renovations and repairs of these facilities nor do these facilities provide the space needed. Commissioner Council stated although long range planning for additional space is needed, these facilities are not the answer. Commissioner Council stated unless the Board wants a bond referendum to cover repairs and maintenance, it is better for the County to rid itself of what is not working and move forward in planning for the future.

MOTION: Commissioner Council moved to approve the transfer of these facilities to the Hospital in accordance with the conditions recorded above, and direct the county attorney to develop a formal agreement with the Hospital for this purpose.

SECOND: Commissioner Lancaster

VOTE: PASSED (4-2) (Commissioners Evans, Adams, Council and Lancaster voted in favor; Commissioners Faircloth and Boose voted in opposition)

4. PUBLIC HEARINGS

Ms. Cannon explained the Board of Commissioners' procedures for public hearings.

Uncontested Rezoning Cases

A. Case P17-20

BACKGROUND:

Case P17-20: Rezoning of 1.27+/- acres from R6A Residential to C2(P) Planned Service and Retail or to a more restrictive zoning district, located at 116 Airport Road, submitted by Osaze Love Asemota & Lily Igunbor (owners) and Gabriel Igunbor (agent).

RECOMMENDATION / PROPOSED ACTION:

Planning Board Action:

Unanimously approved the staff recommendation at the October 17, 2017 Planning Board Meeting.

Staff Recommendation:

1st motion for Case P17-20: Move to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

2nd motion for Case P17-20: Move to approve the request for C2(P) Planned Service and Retail zoning.

Tom Lloyd, Planning and Inspections Director, reviewed the background information recorded above. Mr. Lloyd stated Case P17-20 received no opposition at the meeting of the Planning Board and there was unanimous recommendation for approval. Mr. Lloyd stated he visited the site earlier in the day and the issue with trash and junk vehicles has been cleared up.

Chairman Adams opened the public hearing for Case P17-20.

The clerk to the board advised there were no speakers for Case P17-20.

Chairman Adams closed the public hearing for Case P17-20.

MOTION: Commissioner Council moved in Case P17-20 to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (6-0)

MOTION: Commissioner Council moved in Case P17-20 to approve the request for C2(P) Planned Service and Retail zoning.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (6-0)

B. Case P17-41

BACKGROUND:

Case P17-41: Rezoning of 5.89+/- acres from A1 Agricultural and A1/CU for motor vehicle sales to C2(P) Planned Service and Retail or to a more restrictive zoning district, located at 4716, 4722 & 4750 NC Hwy 87 S, submitted by Bruce Fred Long (owner) & Adam Sellner on behalf of Primax Properties LLC (agent).

RECOMMENDATION / PROPOSED ACTION:

Planning Board Action:

Unanimously approved the staff recommendation at the October 17, 2017 Planning Board Meeting.

Staff Recommendation:

1st motion for Case P17-41: Move to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

2nd motion for Case P17-41: Move to approve the request for C2(P) Planned Service and Retail zoning.

Tom Lloyd, Planning and Inspections Director, reviewed the background information recorded above. Mr. Lloyd stated Case P17-41 received no opposition at the meeting of the Planning Board and there was a unanimous recommendation for approval.

Chairman Adams opened the public hearing for Case P17-41.

The clerk to the board advised there were no speakers for Case P17-41.

Chairman Adams closed the public hearing for Case P17-41.

MOTION: Commissioner Faircloth moved in Case P17-41 to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

SECOND: Commissioner Council

VOTE: UNANIMOUS (6-0)

MOTION: Commissioner Faircloth moved in Case P17-41 to approve the request for C2(P) Planned Service and Retail zoning.

SECOND: Commissioner Council

VOTE: UNANIMOUS (6-0)

5. ITEMS OF BUSINESS

There were no items of business.

6. NOMINATIONS

- A. Cumberland County Home and Community Care Block Grant Committee (7 Vacancies)

Commissioner nominated Stephen MacDonald, Cassandra McMillion, Kendra Haywood, Antoinette Hernandez, Lisa Hughes, Helen Godwin and Robin Kivett.

7. APPOINTMENTS

Chairman Adams stated in the email from Commissioner Keefe, he withdrew his nomination of Buzz Lloyd for the Tourism Development Authority.

- A. Cumberland County Juvenile Crime Prevention Council (2 Vacancies)

Nominee(s)

At-Large Representatives:

Matthew Dixon (new appointment)

Maybelyn Laureano (new appointment)

- B. Cumberland County Workforce Development Board (2 Vacancies)

Nominee(s)

Representative of Business:

Albeiro Florez (new appointment)

Diana Potts (new appointment)

C. Farm Advisory Board (7 Vacancies)

Nominee(s)

Farmer Position:

Ryan Kennedy (new appointment)

Tracy Gardner (new appointment)

Kevin West (reappointment)

Natural Resource Conservation Service:

Clifton McNeill Jr. (reappointment)

Farm Bureau Representative:

Joe Gillis (new appointment)

Planning Board Representative:

Stan Crumpler (new appointment)

Cooperative Extension Service Representative:

Lisa Childers (reappointment)

D. Fayetteville Area Convention and Visitors Bureau Board of Directors (1 Vacancy)

Nominee(s)

Hotel/Motel Under 100 Rooms Representative:

Suresh Patel (new appointment)

E. Human Relations Commission (2 Vacancies)

Nominee(s)

Kevin Brooks (reappointment)

Dr. Mark Kendrick (new appointment)

F. Senior Citizens Advisory Commission (3 Vacancies)

Nominee(s)

Sonja Sato (reappointment)

Carey Berg (reappointment)

Patricia Fairley (reappointment)

G. Tourism Development Authority (1 Vacancy)

Nominee(s)

Member of the Public Not Affiliated with Travel/Tourism:

Buzz Lloyd (nomination withdrawn)

Terri Thomas

There now being an equal number of vacancies and nominees,

MOTION: Commissioner Evans moved to appoint all nominees to their respective positions.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (6-0)

8. CLOSED SESSION:

A. Economic Development Matter(s) Pursuant to NCGS 143.318.11(a)(4)

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

Chairman Adams recognized Fayetteville Cumberland Youth Council members Jordan Clayborn and Camrionna “Cammie” Corbett who shared what they learned by attending the meeting. Both commented on the professional way the meeting was conducted.

MOTION: Commissioner Faircloth moved to go into closed session for Economic Development Matter(s) pursuant to NCGS 143-318.11(a)(4) and Attorney Client Matter(s) pursuant to NCGS 143-318.11(a)(3).

SECOND: Commissioner Boose

VOTE: UNANIMOUS (6-0)

MOTION: Commissioner Lancaster moved to reconvene in open session.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (6-0)

MOTION: Commissioner Evans moved to adjourn.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (6-0)

There being no further business, the meeting adjourned at 10:18 p.m.

Approved with/without revision:

Respectfully submitted,

Candice H. White
Clerk to the Board