

AGENDA

ANSON COUNTY BOARD OF COMMISSIONERS

April 7, 2020
Anson County Government Center
101 South Greene Street
Board Room, Suite 209
Wadesboro, North Carolina 28170

6:00 P.M. Regular Meeting
(Via Conference Call)

Call to Order and Welcome by the Chairman

Invocation

Moment of Silence
for everyone affected by the Covid-19 virus.

- | | |
|---|--------|
| 1. Approval of the Agenda by Commissioners | P. 1 |
| 2. Consent Agenda: | |
| a. Resolution for Remote Participation | P. 2 |
| b. Minutes | P. 6 |
| c. Property tax/Refunds/Adjustments | P. 28 |
| d. ACTS – Certifications & Assurance | P. 29 |
| e. JCPC - FY: 19-20 RTA Expansion Funding | P. 68 |
| f. JCPC - FY: 20-21 Anson County JCPC Funding | P. 70 |
| g. Sandhills Center quarterly report | P. 71 |
| 3. Public Addresses to the Board | P. 102 |
| 4 . Appointments | |
| a. Library Board | P. 103 |

5. Manager's Report	P. 105
a. Covid-19 Response	
6. Chairman's Report	P. 106
7. Commissioners Concerns, Petitions, Announcements, and Comments	P. 107

Anson County Board of Commissioners

Agenda Item



From: Denise Cannon, Clerk to the Board

Date: April 2, 2020

Subject: Approval of Agenda

Presenter: Board of Commissioners

Request:

Make a motion to approve the agenda as presented.

Background:

In accordance with the State Government Ethics Act, G.S. 138-A, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict. Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before the Board? If so, please identify the conflict and refrain from an undue participation in the particular matter involved.

Financial Impact:

No financial impact.

Supporting Documentation:

None.

Anson County Board of Commissioners

Agenda Item



From: Denise Cannon, Clerk to the Board

Date: April 2, 2020

Subject: Resolution for Remote Participation

Presenter: Board of Commissioners

Request:

Make a motion to approve the Resolution for remote participation.

Background:

Financial Impact:

No financial impact.

Supporting Documentation:

Resolution

NORTH CAROLINA
ANSON COUNTY



RESOLUTION

ESTABLISHING A LOCAL GOVERNMENT BOARD MEETING REMOTE PARTICIPATION POLICY DURING THE PERIOD OF THE COVID-19 STATE OF EMERGENCY WITHIN ANSON COUNTY

WHEREAS, COVID-19 is a respiratory disease that causes flu-like symptoms, but with markedly higher rates of death, particularly among the elderly and medically vulnerable populations; and

WHEREAS, as a result of issues presented by COVID-19 and pursuant to the authority under Article 1A of Chapter 166A of the North Carolina General Statutes, the Chair of the Anson County Board of Commissioners declared that a State of Emergency exists within the jurisdiction of Anson County; and

WHEREAS, recommendations and directives from national, state and local public health officials have addressed the need to take protective actions to prevent the spread of COVID-19; and

WHEREAS, in order to protect the health of Anson County citizens, employees and members of the local government boards and committees, including the Board of Commissioners, it is necessary to practice social distancing and to allow such boards and committees to provide for remote participation in local government board and committee meetings; and

WHEREAS, with the correct technology, members of the Anson County Board of Commissioners and other local government boards and committees may now participate remotely in meetings provided the following conditions and terms are applied:

1. Acceptable Means of Remote Participation

Telephone, internet, or satellite enabled audio or video conferencing, or any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another.

2. Notice

To the extent possible, subject to the availability of technology and in order to make appropriate arrangements, a member of the board shall notify the chairman of the board or committee as soon as practicable of the inability to attend the official meeting and the need to participate remotely.

3. Announcement of Presence at Meeting

At the beginning of the meeting, the chairman or designee shall announce that a named board or committee member is participating remotely. Immediately thereafter said member shall identify himself and announce that he is present and participating remotely.

4. Meeting Minutes

The meeting minutes shall show the board or committee member as participating remotely.

5. Permissible and Non-permissible Stipulations

- a. Remote participation is permissible either when a quorum is physically present or when a quorum is present by those board or committee members who are physically present and those who are participating by remote participation.
- b. Remote participation is not permissible in a quasi-judicial hearing.
- c. Remote participation may be available during closed sessions, as such are allowed by law, if the board on a case-by-case basis considers and approves such remote participation.

6. Voting

- a. Remote participants must voice their vote immediately following those voiced by those board or committee members physically present for the meeting so that they can be properly heard and recorded by the Clerk.
- b. Remote participants are required to comply with the same voting rules and procedures as those board or committee members who are physically present for the meeting.

NOW, THEREFORE, be it resolved:

1. That during the period of the COVID-19 State of Emergency within Anson County all local government board and committee meetings, including such meetings by the Board of Commissioners, may allow remote participation in such local government board and committee meetings pursuant to the terms set out in this resolution.
2. That the Rules of Procedure of the Anson County Board of Commissioners are temporarily amended as may be necessary to provide for such remote participation.

Entered this the 7th day of April, 2020.

Ross Streater, Chair
Anson County Board of Commissioners

ATTEST:

Denise Cannon, Clerk
Anson County Board of Commissioners

Anson County Board of Commissioners

Agenda Item



From: Denise Cannon, Clerk to the Board

Date: April 2, 2020

Subject: Minutes

Presenter: Denise Cannon

Request:

Make a motion to approve the minutes as presented.

Background:

The minutes were prepared by the Clerk and require formal approval of the Board of Commissioners.

Financial Impact:

No financial impact.

Supporting Documentation:

March 10, 2020 Open Session Minutes

March 11, 2020 (Retreat) Minutes

March 17, 2020 Emergency meeting Minutes

THE ANSON COUNTY BOARD OF COMMISSIONERS convened for their regular monthly meeting on Tuesday, March 10, 2020 beginning at 6:00 P.M. in the Board Room, Suite 209, of the Anson County Government Center.

Commissioners present:

- Mr. Ross Streater, Chair
- Mr. Jarvis Woodburn, Vice-Chair
- Ms. Vancine Sturdivant
- Mr. Lawrence Gatewood
- Mr. Bobby Sikes
- Dr. James Sims
- Mr. Harold Smith

Staff members present:

- Mr. Barron Monroe II, County Mgr.
- Ms. Denise Cannon, Clerk to Board
- Mr. Cary Garner, Finance Officer
- Ms. Amber Daniels, Asst. Finance
- Dr. Thompson, Health Department
- Ms. Evonne Burr, Health Department
- Rev. Steve Adams, Elections Director
- Mr. Larry Newton, Tax Assessor
- Mr. Chris Joffson, IT Manager

Also Present: Scott Forbes, ESQ County Attorney

Chairman Streater called the meeting to **Order**, welcoming all who were present. Chairman Streater asked Reverend Rob Washington to deliver the **Invocation**.

Approval of the Agenda by Commissioners:

Commissioner Sturdivant moved to approve the agenda as presented, seconded by Commissioner Sims, motion carried unanimously.

Consent Agenda:

Commissioner Gatewood moved to approve the Consent Agenda as follows: Board minutes, property tax refunds/releases/adjustments, water bill write-offs, NC A&T University Strategic Planning Council, and the Sandhills quarterly report. Seconded, by Commissioner Smith, motion carried unanimously.

Real Property Tax Releases/Refunds

Real Property Tax Releases/Refunds	03/10/20 for February Month End			
21759 Nelson Bennett Black	26.43	18-2-1397	Not An Active IFTA Tag	
21760 Nelson Bennett Black	23.07	19-2-1412	Not An Active IFTA Tag	
21757 Mitchell Liles Jr	60.71	17-1-10546	Property transferred to Anson County 11-01-18	
21758 Mitchell Liles Jr	154.55	18-1-10563	Property transferred to Anson County 11-01-18	
21747-21755 Neat Tans	923.63	Yrs 2011-2019	Business Tax	Assets Sold in 2010/Invalid Taxes 2011-2019
	1,188.39	***		

0047101019 ALMOND, TIMOTHY DURAND	\$15.05	VEHICLE SOLD	Vehicle Taxes	Refund
0051940165 BAUCOM, RICHARD LEE	\$18.22	TAG SURRENDER	Vehicle Taxes	Refund
0019206563 CARPENTER, GRACIE BARBEE	\$5.76	TAG SURRENDER	Vehicle Taxes	Refund
0048560600 DAVIS, SAUNDRA TAYLOR	\$32.45	TAG SURRENDER	Vehicle Taxes	Refund
0025523265 DUNLAP, JOSEPH	\$2.45	TAG SURRENDER	Vehicle Taxes	Refund
0019206548 DUTTON, LOUISE EDDINS	\$11.49	VEHICLE SOLD	Vehicle Taxes	Refund
0049756565 GERALD, JAMES BARRY	\$137.24	VEHICLE SOLD	Vehicle Taxes	Refund
0009579549 HARRINGTON, DAVID MICHAEL	\$5.88	VEHICLE TOTALLED	Vehicle Taxes	Refund
0000197926 HARRIS, THAD MANNING JR	\$37.59	VEHICLE TOTALLED	Vehicle Taxes	Refund
0042092332 JONES, PAUL KAMLEITER	\$24.68	VEHICLE SOLD	Vehicle Taxes	Refund
0019209108 JONES, STONEWALL JACKSON JR	\$34.17	VEHICLE SOLD	Vehicle Taxes	Refund
0042262574 LITTLE, CHARLIE TOMLINSON	\$52.90	OTHER ERRORS	Vehicle Taxes	Refund
0051593446 LOGGERHEAD FARMS INC	\$152.99	SITUS ERROR	Vehicle Taxes	Refund
0050536098 LOGGERHEAD FARMS INC	\$134.14	SITUS ERROR	Vehicle Taxes	Refund
0050584922 MARTIN, SHERRIE SHANTE	\$30.38	VEHICLE TOTALLED	Vehicle Taxes	Refund
0048483116 MEACHUM, CECIL THOMAS JR	\$133.19	VEHICLE TOTALLED	Vehicle Taxes	Refund
0026451533 MONTGOMERY, JOHN LESTER	\$50.81	REG. OUT OF STATE	Vehicle Taxes	Refund
0050245177 PERRY, JAMES IRVIN	\$4.66	TAG SURRENDER	Vehicle Taxes	Refund
0048976137 POLK, OLLIE MAE	\$32.22	INSURANCE LAPSE	Vehicle Taxes	Refund
0039927323 RATLIFF, DALLAS MONROE	\$13.85	VEHICLE SOLD	Vehicle Taxes	Refund
0032071765 SMITH, COREY JERMANE	\$21.96	MILEAGE	Vehicle Taxes	Refund
0039535751 STOWE, BETTY BOWMAN	\$13.16	TAG SURRENDER	Vehicle Taxes	Refund
0029679625 STOWE, ROBERT LEE	\$52.26	VEHICLE SOLD	Vehicle Taxes	Refund
0045071296 TILLMAN, ROBERT LEE JR	\$11.35	TAG SURRENDER	Vehicle Taxes	Refund
0051816143 TURNER, BILLY JAMES	\$34.31	OVER ASSESSMENT	Vehicle Taxes	Refund
0048421491 VISAKAY, LAURA ANN	\$4.38	TAG SURRENDER	Vehicle Taxes	Refund
0046690716 WARLITNER, HOLLEE DANIELLE	\$25.85	TAG SURRENDER	Vehicle Taxes	Refund

Refund Totals **\$1093.39** *****

Real Property Taxes

FY 2019-2020 Current Year Ad Valorem - 2019
02/29/20 Meeting of 03/03/20

(Total \$\$ ALL Collections)								
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Year 2019	94,069.01	1,355,541.04	1,371,815.92	1,106,276.98	2,603,395.91	9,128,573.15	799,815.90	353,948.40
Year 2018	185,749.88	316,671.48	2,282,648.13	977,857.82	2,361,767.84	9,694,295.05	527,760.63	544,636.56
Year 2017	77,110.02	148,980.88	1,467,591.11	1,388,320.78	2,045,050.65	10,116,501.97	305,722.49	305,305.06
Year 2016	85,138.29	1,418,707.25	1,121,783.09	875,504.06	1,738,932.45	9,359,668.55	306,165.78	410,584.13
Year 2015	125,891.33	1,432,820.37	1,280,633.24	747,790.07	2,012,016.84	8,868,948.85	248,408.65	716,505.43
Year 2014	153,640.24	1,882,078.48	792,701.58	692,263.47	1,705,171.82	7,948,195.47	370,053.62	357,819.90
Year 2013	62,285.51	1,345,310.70	916,100.29	800,689.88	1,023,213.73	8,867,344.01	303,777.73	411,460.82
Of Total \$\$ ALL Collections County Taxes & Late List								
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Year 2019	59,033.69	1,058,873.21	1,108,341.13	879,662.08	2,040,619.43	7,377,163.45	614,191.31	257,340.26
Year 2018	114,987.66	238,696.82	1,744,933.39	784,361.60	1,853,077.65	7,853,346.24	388,128.51	403,925.27
Year 2017	49,574.64	45,028.62	1,153,093.13	1,145,714.21	1,587,859.97	8,271,004.82	248,906.15	225,338.75
Year 2016	57,502.76	1,109,580.41	920,317.10	710,248.15	1,377,517.44	7,729,557.49	224,350.97	305,246.76
Year 2015	82,896.07	1,133,740.35	1,058,796.26	600,879.32	1,608,294.62	7,306,535.25	194,347.99	546,925.63
Year 2014	115,026.22	1,475,428.46	656,910.38	564,856.89	1,379,948.94	6,666,713.31	286,653.45	276,307.11
Year 2013	44,283.99	1,078,657.83	757,121.45	652,575.87	847,994.08	7,496,040.03	238,884.70	321,251.68
Current Year (2019) Ad Valorem Collections %								
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Year 2019	N/A	8.55%	14.76%	20.50%	34.63%	85.69%	89.81%	91.28%
Year 2018		1.28%	15.53%	18.27%	31.14%	86.92%	89.33%	91.72%
Year 2017		20.83%	9.68%	16.18%	27.40%	86.92%	88.56%	89.95%
Year 2016		9.62%	17.58%	19.76%	29.63%	86.67%	88.19%	90.10%
Year 2015		9.95%	19.21%	20.23%	32.28%	87.29%	88.62%	92.22%
Year 2014		13.93%	20.03%	21.00%	31.94%	85.20%	87.23%	89.15%
Year 2013		10.02%	16.86%	18.95%	25.52%	85.89%	87.53%	89.84%
Year 2012		10.76%	14.37%	18.46%	28.32%	84.88%	88.50%	90.66%
Year 2011		7.87%	13.92%	18.51%	24.84%	84.15%	85.77%	90.48%
Year 2010		4.90%	13.35%	15.95%	27.10%	84.77%	86.61%	90.64%
Current Year (2019) Accounts Receivable Balance Remaining For County Taxes ONLY - Including Late Penalties								
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Year 2019	8,282.01	10,961,203.96	12,148,742.77	11,336,797.64	9,321,669.60	2,041,236.78	1,452,544.60	1,243,714.92
Year 2018	11,769.15	11,618,623.49	9,941,416.31	11,426,846.08	9,630,224.52	1,829,614.46	1,492,641.72	1,158,326.11
Year 2016	18,101.72	31,111.04	10,349,458.93	11,510,142.10	9,971,930.79	1,796,518.52	1,570,840.40	1,380,306.24
Year 2016	8,930.38	10,139,418.36	9,249,405.45	10,823,179.90	9,491,257.80	1,798,240.86	1,593,258.39	1,335,211.18
History of Past Due Mailings								
	02/01/16		04/01/17		04/01/18		02/18/19	
	#	\$\$	#	\$\$	#	\$\$	#	\$\$
	4,971	5,195,083.07	3,800	5,036,867.01	3,934	5,488,959.30	4,626	5,895,930.64
Tax Scroll Billings								
	Tax Rate	Taxed Value	County Tax	Late List	City Taxes	Fire Taxes	Total Billed	
Year 2019	0.777	1,538,023,212	11,934,908.05	30,809.54	2,007,986.99	1,117,768.91	15,691,274.49	Added Aug 2019
Year 2018	0.777	1,509,138,831	11,726,016.88	23,034.87	2,006,717.14	1,092,159.24	14,847,927.93	Added Aug 2018
Year 2017	0.801	1,423,082,160	11,398,897.52	20,635.21	1,909,950.56	913,814.56	14,243,297.85	
Year 2016	0.801	1,390,724,920	11,139,716.07	44,275.60	1,881,106.01	829,114.92	13,894,212.60	
Year 2015	0.801	1,359,925,855	10,893,015.61	19,159.56	1,839,301.39	769,154.92	13,520,631.48	
Year 2014	0.767	1,337,826,323	10,261,136.82	25,913.00	1,817,440.08	543,719.23	12,648,209.13	
Year 2013	0.767	1,337,123,638	10,255,747.03	38,016.08	1,646,610.96	506,563.47	12,446,937.54	
Utilities								
	County Tax	City Taxes	Fire Taxes	Total Billed				
Year 2019	2,266,470.12	121,944.19	255,443.65	2,643,857.96	Added Sep 2019			
Year 2018	2,199,014.52	118,279.03	247,384.98	2,564,678.53	Added Oct 2018			
Year 2017	2,285,972.40	118,513.69	220,510.84	2,624,996.93				
Year 2016	2,248,304.20	107,296.98	203,294.13	2,558,895.31				
Year 2015	2,194,701.64	105,825.79	188,443.47	2,488,970.90				
Year 2014	1,986,444.95	98,421.89	129,157.90	2,214,024.74				
Year 2013	2,006,288.46	87,240.23	120,629.50	2,214,158.19				
Accounts Receivable by Type								
	Nov 2019		Dec 2019		Jan 2020		Feb 2020	
	#	\$\$ Due Now	#	\$\$ Due Now	#	\$\$ Due Now	#	\$\$ Due Now
Active Garnishments	138	74,244.02	135	72,874.93	133	71,801.03	127	66,408.71
Accts with Agreements	4	1,912.64	4	1,921.00	4	1,929.36	4	1,937.72
Accts in Foreclosure	411	226,233.65	406	222,874.21	391	214,048.44	383	207,189.37
Bankruptcies	105	49,426.24	105	48,760.67	105	48,779.48	104	48,198.62
Remaining Accts Collectible	12,178	4,295,102.98	12,002	4,247,752.79	11,943	4,205,499.97	11,798	4,154,643.37
Current Year Ad Valorem(All)	12,532	11,576,433.02	5,307	2,597,712.65	4,808	1,888,696.97	4,289	1,633,130.03
**Red = AR Dollars	25,368	16,223,352.55	17,959	7,191,896.25	17,384	6,430,755.25	16,705	6,111,507.82
\$\$ Pd/Foreclosures/ by Mo	#	\$\$	#	\$\$	#	\$\$	#	\$\$
# Accts Given to ParaLegal	5	628.24	9	3,243.77	21	10,197.12	12	7,480.45
Garnishments Executed	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
One Year Ago								
	Nov 2018		Dec 2018		Jan 2019		Feb 2019	
	#	\$\$ Due Now	#	\$\$ Due Now	#	\$\$ Due Now	#	\$\$ Due Now
Active Garnishments	152	84,348.61	146	72,860.99	145	74,911.44	141	73,092.10
Accts with Agreements	6	2,833.45	6	5,223.08	6	2,857.29	6	2,869.21
Accts in Foreclosure	406	206,439.92	397	203,580.18	390	196,161.96	464	246,266.89
Bankruptcies	135	67,275.83	131	64,951.84	128	61,515.04	127	60,372.88
Remaining Accts Collectible	12,123	4,068,070.21	11,993	4,062,147.88	11,869	3,987,055.63	11,586	3,846,386.12
Current Year Ad Valorem(All)	13,076	11,948,543.04	5,472	2,341,721.89	4,876	1,940,733.74	3,967	1,518,407.73
**Red = AR Dollars	25,898	16,377,511.06	18,145	6,750,485.86	17,414	6,263,235.10	16,291	5,747,394.93
\$\$ Pd/Foreclosures/ by Mo	#	\$\$	#	\$\$	#	\$\$	#	\$\$
# Accts Given to ParaLegal	27	12,409.91	10	3,686.75	41	25,686.17	20	8,002.15
Garnishments Executed	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-

Appearances:

Ms. Caroline Goins, Anson County Partnership for Children Director and Dr. Sharon Little, Program Coordinator Early Childhood, SPCC, appeared before the Board with a resolution proclaiming April as the month of the young child in Anson County. Ms. Goins explained that at the State of Education meeting last week, it was mentioned that 71% of youth 17-24 are not eligible to serve in the military because of physical requirements, educational competences, or criminal records. This shocking statistic clearly demonstrates we are not preparing our children for the future. Yet, 50 years of research says to better prepare children we need to focus on early childhood development. Ms. Goins further explained that 95% of brain development happens in the first 2,000 days of a child's life and it sets the foundation for success in school and success in life. There are approximately 1,300 children ranging from birth to age 5 living in Anson County. Approximately, 60% of those children live in poverty. Our community cannot thrive without stronger support of our children and families and it starts with a greater understanding of how children develop. Our business owners, high school teachers, ministers, grandparents, and community leaders need basic understandings of child development. Ms. Goins shared that historically, the Partnership has participated in two national advocacy campaigns: April's Week of the Young Children celebration and the Child Abuse Prevention pinwheel garden. However, these are not enough. Ms. Goins said. "Thanks to community partners such as Anson County Schools, South Piedmont Community College, Atrium Health-Anson, the Anson County Chamber of commerce, the Anson County Arts Council, and a host of governmental agencies" for their contributions. Ms. Goins also shared the Partnership has arranged a month both open to the public and private events to advocate for, and celebrate with, our children, families and childcare providers. Ms. Goins asked the Board to post a stand for our children and families. To be a driving force as community leaders and advocate for young children by sponsoring an official proclamation to recognize April as the "Month of the Young Child", not just because our children deserve it, but because ultimately the strength of society is dictated by the well-being of our children. Dr. Little said that Anson County has 900 children ages 0-5, that do not have quality access to childcare and

supporting the “April-Month of The Child” is very important and if possible come out and visit a childcare center.

Commissioner Sims made a motion to approve a resolution proclaiming April as The Month of The Young Child in Anson County. Seconded, by Commissioner Smith, motion carried unanimously.

Public Addresses:

Mr. Rufus Caple appeared before the Board to share his concerns about the closing of the Wadesboro Walmart. Mr. Caple said it was very upsetting and took note of the Walmart employee’s concerns. Mr. Caple said when Walmart first came to Anson County it was possibly challenging to other established business, but Walmart has been an asset to many consumers in Anson County. Now, its closing will impact the elderly, poor, and employees (losing 200+ jobs). Mr. Caple said he hopes Anson County will take the initiative to look at all aspects of business wanting to come to the County and not push businesses away. Mr. Caple shared that it would be helpful if the Commissioners would organize a meeting with Walmart or send a letter.

County Manager Monroe explained that a joint letter between the Town of Wadesboro and the County was being drafted and will be sent to Walmart. County Manager Monroe explained that Walmart is a private enterprise that makes their own internal business decisions, noting that incentives are used for recruiting businesses or expanding already existing businesses within the county, not necessarily to keep an already established business in place.

County Attorney Forbes read a letter from the Walmart Corporation, dated March 4, 2020, regarding the closing.

Mr. Caple and Board members continued to dialogue about the strong impact the Walmart closing will have on the citizens of Anson County.

Dr. Fred Thompson, Anson County Health Department Director, appeared before the Board to inform citizens about the ongoing updates with the Covid - 19, or Coronavirus. Dr. Thompson said that Governor Roy Cooper has issued a State of Emergency for the state of North Carolina, relative to the Coronavirus outbreak. Dr. Thompson said that Anson County is fortunate to have a very seasoned Health Department team with years of experience. The local public

health team is in constant contact with the Communicable Disease Branch and Emergency Preparedness staff in Raleigh. Restrictions have been placed on long-term care facilities which limit visitors and the public. Dr. Thompson said his team is in frequent contact with the hospital, surrounding doctor's offices, and other providers in the county, about coordinating and response planning for the Coronavirus. Dr. Thompson said his staff is continually updating social media and websites with the most current information available, in conjunction with the division of public health coronavirus hotline (24/7) 866-462-3821. Dr. Thompson said he supports the decision to not close public schools at this time and there is no need for healthy people to wear facemasks. Dr. Thompson stated this situation is changing daily if not hourly. Ms. Burr, Health Department Administrative Officer informed the Board that anyone can call the local Health Department with questions.

Ms. Charlette Rhue Bennett appeared before the Board to discuss her concerns about the Walmart closing. Ms. Bennett gave a brief history of the small stores that were here many years ago, noting that the community reluctantly accepted Walmart. Ms. Bennett read a Facebook post from her page that expressed her concerns and distresses after learning about the Walmart closing:

"The announcement that Walmart in Wadesboro is abruptly closing is shocking! It is cruel! I feel strongly that this decision needs to be reevaluated, not just because Walmart is a major employer in Anson County and not just because many local people and passersby shop here. This decision needs to be reevaluated because Walmart wanted to come here and we welcomed them! You opened in one location and we were there! You built a huge store at another location on Hwy 74 and we were there, too! How can you turn your back on the employees that showed up to work daily to make sure their products were displayed neatly, your customers were treated well, and your store was clean? How can you snatch jobs away from so many people who took pride in their work? How can you not try every, single remedy to fix any problems there may have been? I know, I know. It's business. It happens all the time. I get that. But, sometimes, sometimes, communities are given hope, pride, and independence because of opportunities...opportunities that decent jobs provide. They're making billions and billions of dollars every year. Why

must you make even more by closing one store in an already underserved area where many employees and customers depend on it?

Ms. Bennett explained that she interacted with a store manager and dialogued about the store closing and employees losing their jobs. Ms. Bennett said the manager told her that low performing stores are closed; it is about profit and losses.”

Ms. Bennett shared signatures from citizens from all parts of life in Anson County opposing Walmart’s closing.

Board members responded to Ms. Bennett, stating they were not aware of the Walmart closing before the announcement and were told the store was underperforming. Attorney Forbes explained that the store had competition with online sales and was just not profitable, noting Walmart Corporation is closing seventeen other Walmart stores. Attorney Forbes stated the Board does not have any influence over whether Walmart closes or not, nor were they consulted about Bentonville Headquarters’ decision before being informed with the rest of the public.

Commissioner Sturdivant said she contacted Walmart managers the next day for an explanation for the closing. She shared that Walmart has been a contributor to her charities and very generous to her organizations and truly regrets that Walmart is closing.

Ms. Bennett shared her Facebook name so the Board can access her video about Walmart.

Appointments:

Commissioner Sturdivant made a motion to appoint Diane Timmons and Ashlie Jones Tolliver as Anson County Review Officers. Seconded, by Commissioner Gatewood, motion carried unanimously.

Manager's Report:

Finance Officer Cary Garner updated Board members about the County's FY 18-19 audit. Mr. Garner explained that as of February 20, 2020, the FY 19-20 contract, under guidance from the Local Government Commission, was amended with a deliverable date April 30, 2020. Mr. Garner said information will be distributed in print for the 2018-2019 Year for the Board and will be uploaded to the LGC website.

Finance Officer Garner introduced Ms. Amber Daniels, Anson County's new Assistant Finance Officer. Ms. Daniels said she is excited to be part of the team.

Commissioner Smith questioned Mr. Newton about the number of Blacks working in his department. Mr. Newton stated that no employees currently working in the Tax Assessor's Office are Black, but noted that the County just hired for a position that followed proper County interviewing procedures where candidates were objectively interviewed by an interviewing committee (this specific committee contained multi-racial members with equal votes). The committee selected a lady who happened to be White or Caucasian while the second ranked candidate happened to be Black. Had the first ranking choice declined the position, it would have been offered to the second ranking choice, regardless of race.

County Manager Monroe refreshed everyone on the 2020 Census and why it is so important to Anson County. Mr. Monroe reminded everyone that the 2020 census determines how much money that is received from the federal government, so every Ansonian needs to be counted, noting there are undercounted populations such as the elderly, children, and people without an address.

County Manager Monroe noted that SPCC will be assisting Walmart workers in addition to providing their mobile bus to aid in citizen access to computers over the next several weeks.

County Manager Monroe gave an update on the DSS project, noting that the request for proposals was closed in early February with staff analyzing and evaluating the received proposals. County Manager Monroe said a more in depth

discussion is planned for the Board recessed meeting scheduled for March 11, 2020.

Chairman's Report:

Nothing to Report

Commissioner Concerns, Petitions, Announcements, and Comments:

Commissioner Smith acknowledged Commissioner Gatewood on his appointment to the NC A&T University Strategic Planning Council.

Commissioner Gatewood addressed the Board and audience members to share his concerns about the Walmart closing. Commissioner Gatewood said that he was saddened and shocked by their sudden departure from Anson County.

Commissioner Gatewood then shared a video of the effects of a Walmart closing in Winnsboro, Fairfield County, SC.

Commissioner Gatewood said Walmart is in business to make a profit and cannot grow their income sales based on declining population, in addition to increased dollar stores in surrounding municipalities. In addition, Anson County residents frequent other neighboring Walmart stores, not just the Wadesboro Walmart. Commissioner Gatewood said he has recently visited Winnsboro, SC, and the citizens attitudes were "we survived before Walmart, we survived during Walmart, and we will survive after Walmart is gone." Commissioner Gatewood said this is an attitude that we should take in Anson County.

Vice-Chair Woodburn informed the Board that the NCACC district 10 meeting would be on March 17, 2020 at the Stanly Commons, Albemarle at 6:00 pm.

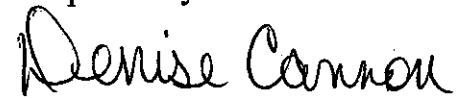
Commissioner Sturdivant shared that she visited with the Future Farmers of America program at the High School and was thoroughly impressed. Commissioner Sturdivant recognized the outstanding work of their hydroponics project and green house facility.

Commissioner Gatewood announced that Rose's store has open, with a grand opening planned for Wednesday, April 1, 2020.

Commissioner Gatewood informed the Board and audience members that there are 69 out of 100 counties that have added similar 2nd amendment sanctuary resolutions.

Vice-Chair Woodburn made a motion to recess until Wednesday, March 11, 2020 at 2 pm, seconded by Commissioner Gatewood. Motion carried unanimously.

Respectfully submitted:

A handwritten signature in cursive script that reads "Denise Cannon".

Denise Cannon
Clerk to the Board

THE ANSON COUNTY BOARD OF COMMISSIONERS convened for a recessed (budget retreat) meeting on Monday, March 11, 2020 beginning at 2:00 pm in the Board Room, Suite 209, of the Anson County Government Center.

Commissioners present:

Ross Streater, Chairman
Jarvis Woodburn, Vice-Chairman
Vancine Sturdivant
Lawrence Gatewood
Bobby Sikes
Dr. Sims

Staff members present:

Barron Monroe, County Manager
Denise Cannon, Clerk to the Board
Cary Garner, Finance Officer
Amber Daniels, Asst. Finance Officer

Chairman Streater called the meeting to **Order**, welcoming all who were present.

DSS –Capital Plan

County Manager Monroe reviewed the Boards four strategic focus areas:

- Operational Efficiency and Effectiveness
- Economic Development
- Quality of Life
- Education

County Manager Monroe explained to the Board a lease opportunity for the Department of Social Services Capital Improvement Plan along with a PowerPoint handout. County Manager Monroe shared a fifteen-year cost summary for the DSS building project from two options.

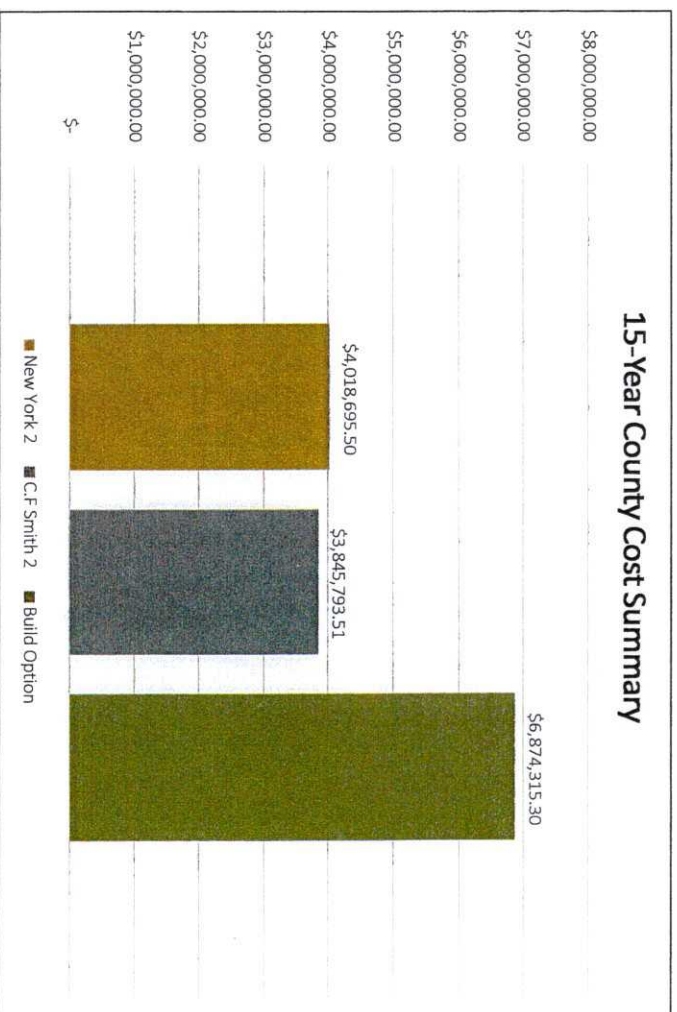
Department of Social Services Space Options

Project Recap:

- March 5th, 2019: BOC instructs County Manager to explore lease options to accommodate DSS space needs
- April, 2019: County contracts with Moseley Architects to explore costs for redesigning the “Old Walmart” building (owned by Brixmor)
- June, 2019: Moseley site-visit
- July, 2019: Roses’ executed lease for “Old Walmart” space; Moseley project completed
- August – October 2019: County staff explored various DSS space options, decides to write RFP to lease space
- November, 2019: County staff developed RFP for leasing
- December – February 2020: RFP published
- February – March 2020: RFPs scored and evaluated

Scoring

Category	Max Points	New York	CF Smith	Build
Price (Cost)	50	36	37.5	25
Parking	15	5	13.5	15
Location	15	14	11	9.75
Design Consistency	10	5	8.75	10
Security	5	2	4	5
Amenities	5	2	4.75	5
Totals	100	64	79.5	69.75



New York Option (61/100 points)

Parking:

- No new lighting discussed. Current lighting is inadequate.
- No staff parking, pavement quality - old, unsatisfactory;
- No driveway drop-off;
- Inadequate parking security

Location:

- High Visibility – Eastbound
- Unknown impact of HWY 74 construction
- No room for playground
- Loading dock in back

Design Consistency:

- Uncertain employee entrance and exit
- Training room labeled incorrectly
- No playground clearly defined
- Lack of natural light, no exterior windows; no facade improvements
- Sound dampening through interior wall insulation

Security:

- Weak feature
- Clients and employees enter through same entrance
- Security vantage point obscured
- No swipe cards

Amenities:

- Limited-to-no greenspace
- VC tile
- Decent interior lighting
- No water fountains
- ADA compliant bathrooms

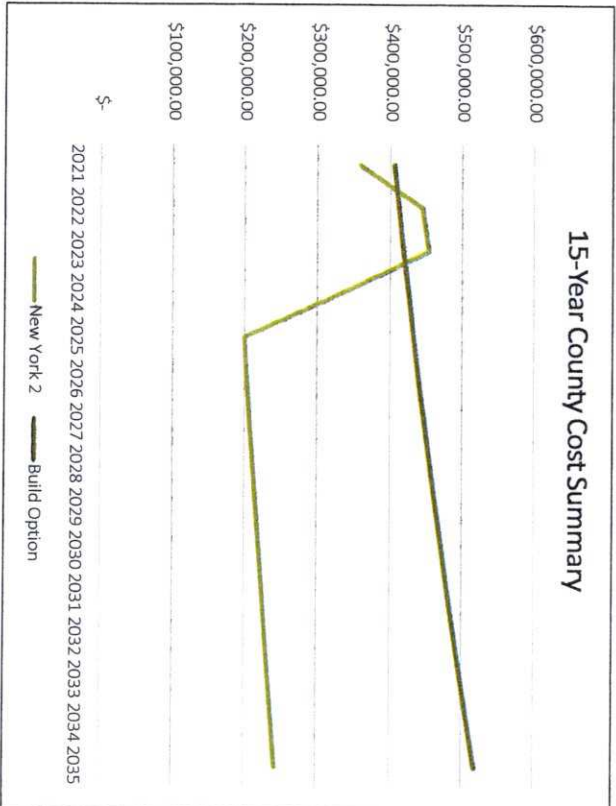
Comments:

This option will not be considered responsive due to the lack of submitting a bid bond. A bid bond (aka bid deposit) of 5% of the amount of the bid proposal was required at the time of submission.

The bid bond is a guarantee that the bidder will honor the bid amount and comply with the statutory requirements for contract execution.

Scoring

Category	Max Points	New York
Price (Cost)	50	36
Parking	15	5
Location	15	11
Design Consistency	10	5
Security	5	2
Amenities	5	2
Totals	100	61



C.F. Smith Option (79.5/100 points)

Parking:

- No rear parking for staff
- 130 parking spots (more than requested)
- Superior lighting and greenspace
- Covered drop-off

Location:

- High Visibility
- Unknown impact of HWY 74 construction
- Accessible to the public
- Room for playground
- Loading dock in back

Design Consistency:

- 15 skylights and exterior windows
- Appealing exterior façade renderings
- All rooms included
- ADA compliant
- Playground included

Security:

- Swipe access points at all entrances
- Security checkpoint
- Staff (child services) entrance in the rear

Amenities:

- Greenspace adjacent
- Controlled ingress/egress
- Traffic flow
- Signage
- Landscaping
- 7,800 sqft of new space
- New roof

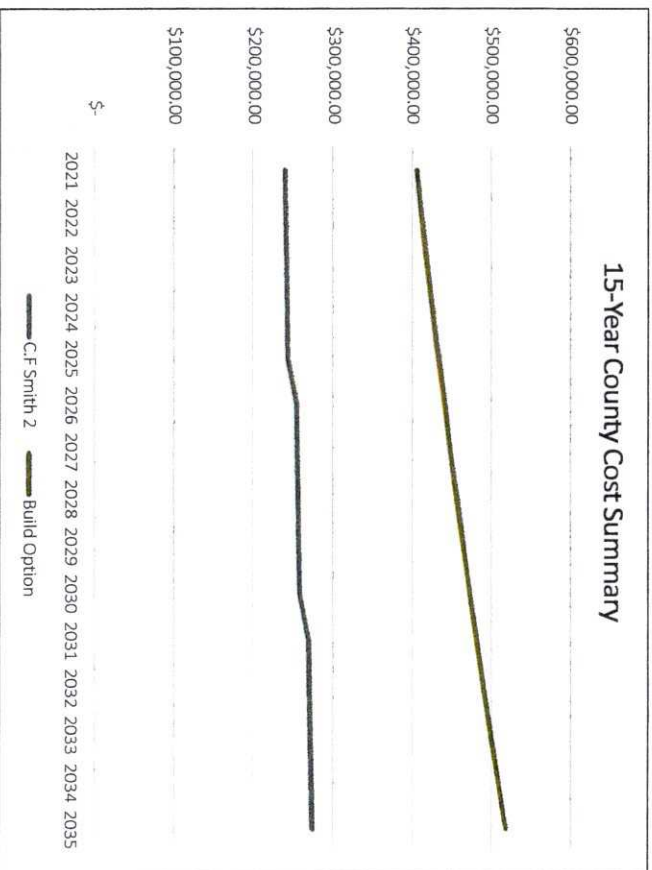
Comments:

C.F. Smith is a local property developer with 55+ years of operation and 10+ million square feet under management.

Scoring

Category	Max Points	CF Smith
Price (Cost)	50	37.5
Parking	15	13.5
Location	15	11
Design Consistency	10	8.75
Security	5	4
Amenities	5	4.75
Totals	100	79.5

15-Year County Cost Summary



Finance Officer Garner explained the cost aspect of leasing the building with approximate numbers. County Manager Monroe explained that a fifteen-year leasing is the best option for the County at this point. County Manager Monroe, Finance Officer Garner continued to dialogue with Board members about the C.F. Smith option.

Commissioner Gatewood said he would like to see an analysis on what C.F. Smith lease payments would be from year fifteen thru thirty, in order for the Board to make a sound decision.

Chairman Streater instructed the County Manager to research additional lease payments and report back to the Board for further discussion.

Employee Benefits

Commissioners provided a list of items that they would like to address in the upcoming County budget.

Vice-Chair Woodburn

- 5% Cola
- Continue Employee Health Insurance Coverage
- Continue the EAP Program
- Bereavement Leave
- Savings Plan

Commissioner Sikes

- 5% Cola
- Continue Employee Health Insurance Coverage
- Continue the EAP Program
- Bereavement Leave
- Savings Plan

Commissioner Sims

- 5% Cola
- Continue Employee Health Insurance Coverage
- Continue the EAP Program
- Bereavement Leave
- Savings Plan

Chairman Streater

Chairman Streater believes giving employees a 5%, COLA will deter departmental turnover and increase employee stability.

- 5% Cola
- Continue Employee Health Insurance Coverage
- Continue the EAP Program
- Bereavement Leave
- Savings Plan

Commissioner Sturdivant

- 5% Cola
- Continue Employee Health Insurance Coverage
- Continue the EAP Program
- Savings Plan

Commissioner Gatewood

- 5% Cola as a market adjustment
- Increase 401k contribution for all employees
- Increase the Longevity Pay Plan to \$2000
- July 4th Holiday schedule
- Hire temporary staff for the LEAP program
- Paid employee dental insurance coverage

Board members, County Manager Monroe and Finance Office Garner discussed issues and concerns with the Middle School project, noting the cost is in excess. Board members shared that the Architects, Superintendent, and project team appear before the Board for a presentation and status report on the proposed school.


Water Rates

County Manager Monroe presented a proposed Anson County water rate increase. County Manager Monroe said residents who pay \$13 would increase to \$14.04, thus applying the same 8% increase to every tier, including what is charged to the county's neighboring county. County Manager Monroe shared that further information concerning water rates will be provided and discussed in future meeting.

Adjourn

Vice-Chair Woodburn made a motion to recess until March 23, 2020 at 9:00 am, seconded by Commissioner Gatewood. Motion carried unanimously.

Respectfully submitted:


Denise Cannon
Clerk to the Board

THE ANSON COUNTY BOARD OF COMMISSIONERS convened for an emergency meeting on Tuesday, March 17, 2020 beginning at 2:00 p.m. in the boardroom, Suite 209 of the Anson County Government Center.

Commissioners present: Mr. Ross Streater, Chairman
Mr. Jarvis Woodburn, Vice-Chair
Mr. Bobby Sikes
Mr. Harold Smith
Mr. Lawrence Gatewood

Staff members present: Mr. Barron Monroe II, County Manager
Ms. Denise Cannon, Clerk to the Board
Ms. Lula Jackson, Social Services
Dr. Thompson, Health Department
Ms. Evonne Burr, Health Department
Ms. Dana Thomas, Health Department
Ms. Kristy Davis, Health Department
Ms. Rodney Diggs, Emergency Mgt.
Mr. Chris Joffson, IT Department
Sheriff Landric Reid, Sheriff's Office

Also Present: Scott Forbes, ESQ Anson County Attorney

Chairman Streater called the emergency meeting to **Order**, welcoming those present.

Coronavirus (Covid-19)

Dr. Thompson addressed the Board to inform them of the Governor Cooper's executive order to close all restaurants in the state and expanding unemployment benefits. Dr. Thompson explained that he just got off a conference call, informing him of approximately forty cases of coronavirus, in sixteen different counties, noting Anson County has none, yet. Dr. Thompson said he has guidelines in place at the Anson County Health Department, to assist individuals that are feeling sick, feverish, and possibly infected. Steps are set to make sure the sick do not enter the building. A nurse is available for curbside assistance.

Dana Thompson, Public Health Nurse Supervisor appeared before the Board to explain the guidelines of Covid-19 testing, noting that private facilities, urgent care, hospitals, and/or physicians' offices can test. The Health Department is notified when someone is tested for the virus and the Health Department follows up with monitoring. Ms. Thomas said, "As of this date, Anson County has no positive covid-19 cases, but are monitoring two people that have been tested for the virus" (awaiting results).

Kristie Davis, Public Communicable Disease Nurse gave a breakdown and explanation of several items associated with Covid-19 pandemic. Ms. Davis and Board members dialogued in detail about the following subjects.

- Communication with all agencies
- Person under investigation (PUI)
- Actual testing procedures
- Positive results
- Quarantine procedure and Order
- How to monitor confirmed cases
- REDCAP - Research Electronic Data Captured (Web-based program for Clinical Research)
- Public Health Visits
- Quarantine violations
- Coronavirus deaths
- Origin of the Virus

Rodney Diggs, Emergency Management said his staff is low on supplies and are filtering calls. Lula Jackson, Director of DSS gave a brief update on her staff and their duties during this Covid-19 pandemic.

Dr. Thompson informed the Board that there is no visitation at the jail, long-term care facilities, no school, optional daycare centers and recommended emergency dental procedures. Dr. Thompson said the county would be dealing with Covid-19, at least through the end of May.

Ms. Davis advised that the local physician's offices, urgent cares, and hospitals, all have Covid-19 testing available.

Dr. Thompson said to protect county employees, he recommends for older citizens to stay at home, use hand sanitizers, and limit customer service.

County Manager Monroe said Anson County has suspended work related travel and has instructed people to go home if they feel sick or exhibit symptoms of the Coronavirus. If staff is going in high-risk areas, they are asked to report their travels to their Department Head. County Manager Monroe said he has asked all Department Heads for a reduced work plan, this will promote staff interactions along with social distancing.

Commissioner Gatewood shared his feelings about employees not having enough sick days available for the crisis. Commissioner Gatewood suggested giving every employee ten paid sick days, from now until June 30. Employees that become sick can use this without worrying about penalties.

County Manager Monroe said employees would be able to donate sick leave to each other forthcoming (sick leave to sick leave), noting that guidance on this very matter is coming from the Federal Government and the State.

Commissioner Gatewood made a motion in response to the evolving coronavirus healthcare crisis, for Anson County to grant emergency paid sick leave (10 days maximum) to full-time employees who are diagnosed with coronavirus, coronavirus in the home or quarantined due to the coronavirus. This emergency one-time leave applies to all full-time employees regardless of hire date and is effective immediately through June 30, 2020. Second by Vice-Chair Woodburn, motion carried unanimously.

Commissioner Gatewood made a motion that the Anson County Board of Commissioners send a letter to Governor Cooper and Secretary of the North Carolina Department of Health and Human Services Dr. Mandy K. Cohen requesting additional supplies of hand sanitizers, sanitizing wipes and masks which are urgently needed to help ensure the safety of County employees and citizens during the evolving coronavirus healthcare crisis. Seconded, by Vice-Chair Woodburn, motion, carried unanimously.

Chairman Streater shared his concerns with having physical meetings until further notice amid this pandemic. Attorney Forbes advised that Governor Cooper's Directive does not over-ride statutes enacted by the NC General Assembly and that by those aforementioned statutes, a regular, monthly Board meeting is required. Attorney Forbes mentioned alternative meeting forums such as assembling citizens

in adjacent rooms to view the meetings, providing a viewing method for online lookers; even a conference telephone call may be implemented.

Chairman Streater addressed the list of concerns expressed by Dr. Sims. The Board dialogued about when/ and if to declare a State of Emergency for Anson County.

Vice-Chair Woodburn made a motion to adjourn, seconded by Commissioner Gatewood, motion carried unanimously.

Respectfully submitted

A handwritten signature in black ink that reads "Denise Cannon". The signature is written in a cursive, flowing style.

Denise Cannon
Clerk to the Board

Anson County Board of Commissioners

Agenda Item



From: Cary Garner, Finance Officer

Date: April 2, 2020

Subject: Property tax/Refunds/Adjustments

Presenter: None Required

Request:

Make a motion to...approve Property tax/Refunds/Adjustments

Background:

Financial Impact:

Supporting Documentation:

Anson County Board of Commissioners

Agenda Item



From: ACTS

Date: April 2, 2020

Subject: FY 2021 Federal Certs & Assurances

Presenter: Scott Rowell

Request:

Make a Motion to..... sign and return the FY2021 Federal Certs & Assurances to the Integrated Mobility Division so that they may be submitted to the FTA with the FY2021 Admin and Capital budgets that were approved in November 2019.

Background: Annual process for our Federal/State Administrative and Capital budgets.

Financial Impact:

Supporting Documentation:

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) 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, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) 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, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) 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;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) 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;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 "Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA's regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.

On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider’s Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following

certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
- (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
- (b) Compliant with the requirements of 49 C.F.R. part 672, "Public Transportation Safety Certification Training Program"; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the

Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway

public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: ANSON COUNTY

The Applicant certifies to the applicable provisions of categories 01–20. X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

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



Signature _____ Date: _____

Name Ross STREATER, BOCC CHAIRMAN Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.



Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

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Special Section 5333(b) Warranty For Application to the Nonurbanized Area Formula Program

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

A. General Application

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

Anson County

and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

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

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

B. Standard Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SFY 2021 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

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

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

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

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

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

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

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

SFY 2021 Community Transportation Program (CTP) Grant
Application - Special Section 5333 (b) Warranty

representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

C. Acceptance of Special Section 5333(b) Warranty

I, (Name and Title) Ross Streater, Chairman of the Anson County BOCC

do hereby certify that

Anson County

has agreed to the terms and conditions of this Warranty; will accept this agreement as part of the contract of assistance with the North Carolina Department of Transportation; and **will post, in a prominent and accessible place, the terms and conditions of the Warranty with a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with these terms.**

Signature of Authorized Official

Date

(Required of all Applicants that plan to procure inaccessible vehicles)
CERTIFICATION OF EQUIVALENT SERVICE

Anson County certifies that its demand responsive service offered to individuals with disabilities (as defined in 49 CFR 37.3), including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- 1) Response time;
- 2) Fares;
- 3) Geographic service area;
- 4) Hours and days of service;
- 5) Restrictions or priorities based on trip purpose;
- 6) Availability of information and reservation capability; and
- 7) Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public funded entities operating demand responsive systems for the general public which receive financial assistance under section 18 of the Federal Transit Act must file this certification with the appropriate state program office before procuring any inaccessible vehicle. NCDOT also requires state funded entities that do not receive Federal Transit Administration (FTA) funds to file this certification as well. **This certification is valid for no longer than one year from its date of filing.**

The NCDOT Public Transportation Division requires all participants to certify equivalent service when requesting to purchase non-ADA accessible vehicles. By signing this certification, the above-named agency is certifying that it has a mechanism in place to provide rides to individuals with disabilities. The ride must be provided in a manner equivalent to the service provided by the above-named agency to individuals without disabilities. Verification must include the attached form entitled *Measuring and Monitoring Equivalency for a General Public Demand Responsive Transportation Service*.

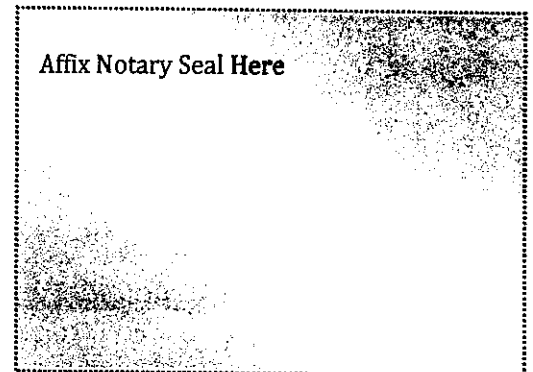
Signature of Authorized Official

Seal Subscribed and sworn to me (date) _____

Notary Public

Printed Name and Address

My commission expires (date) _____



Measuring and Monitoring Equivalency for a General Public Demand Responsive Transportation Service

Criteria/Requirement	Data and Analysis to Ensure Equivalency
Service Area	Same for all
Response Time	Same for all
Fares	Same for all
Days and Hours	Same for all
Trip Purposes	Same for all
Capacity Constraints:	
Trip Denials	Same for all
Trip Caps	Same for all
Waiting Lists	Same for all
Missed Trips	N/A
On-Time Performance	Same for all
Travel Time	Same for all

**Comparison of ADA Regulatory Requirements for General Public Demand Responsive Services
versus ADA Complementary Paratransit Services**

Criteria/Requirement	General Public Demand Responsive Transportation Services (Equivalency)	ADA Complementary Paratransit Services (Comparable to Fixed Route)
Type of Service (DTD v CTC)	Whatever policy you set. Same for everyone.	Origin-to-destination
Service Area	Same as everyone else	¾ of a mile of all non-commuter fixed routes
Response Time	Same as everyone else	Next-day service
Fares	Same for all	2 times base fixed route fare
Days and Hours	Same for all	All the fixed route hours
Trip Purpose	Can set policy ; same for all	All trip purposes; no priorities
Capacity Constraints	Same for all	No capacity constraints
Information and Communication Access	Provide accessible information and communications	Provide accessible information and communications

Anson County Board of Commissioners

Agenda Item



From: Anson County Juvenile Crime Prevention Council

Date: April 2, 2020

Subject: FY: 19-20 RTA Expansion Funding Request

Presenter: Funding/Allocation Committee

Request:

Make a Motion to.....to approve the D-A-S-H- Restorative Justice Program Agreement in the amount of **\$14,896** for FY 2019-2020.

Background:

The Anson County JCPC voted at the January 8th meeting to re-advertise a 2nd RTA Request for Proposal in the amount of **\$14,896**. That RFP was advertised on **1/29/20** with a deadline date of **2/29/20**. There was only one agency that had respond to that RFP which was the D-A-SH- Restorative Justice Program. The JCPC meeting was originally scheduled for March 4th but was moved to March 18th to the allow enough time for the Funding/Allocation Committee to review the submitted applications for both FY 19-20 and FY 20-21. The applying program presented to the Funding/Allocation committee on March 10th and recommendations from the committee were to be presented to the JCPC board for vote at the March 18th meeting; however, that meeting was cancelled due to the National Health Crisis with COVID-19. It was recommended by the DPS State Consultant for the JCPC Chair to seek consultation with the County Manager or County Attorney on electronic meetings to ensure adherence with public open meeting laws.

Financial Impact:

The RTA expansion funds were approved by the NC General Assembly on October 14, 2019. These State funds must be allocated and approved locally within a County by **April 13, 2020** or if not, these funds are returned by to the State.

NOTE: Attached please find the Funding/Allocation Committee Funding Recommendations

Anson County FY 19-20 and FY 20-21 JCPC Request
JCPC ALLOCATION: \$126,009

Funding Committee Meeting: March 10, 2020
Committee Members:

PROGRAM	FY 2019-20 JCPC Approved Funding	FY 2020-21 Requested Funding	FY 2020-21 Approved Funding	COMMENTS: Recommended Changes/Corrections to Program Agreement
	Anson County 4H Office	\$104,489	\$104,489	
JCPC Administrative	\$1,000	\$1,000	\$1,000	
Unallocated-Restorative Justice Model	\$14,896	N/A	\$20,520	NOTE: Re-advertise FY 20-21 RFP for Teen Court program component
D-A-S-H-Restorative Justice (new program FY 19-20)				
TOTAL ALLOCATION:	\$120,385	\$126,009	\$126,009	

JCPC Chair: Sherika Stanton
 Area Consultant: Ronald Tillman

Anson County Board of Commissioners

Agenda Item



From: Anson County Juvenile Crime Prevention Council

Date: April 2, 2020

Subject: FY: 20-21 Anson County JCPC Funding Request

Presenter: Funding/Allocation Committee

Request:

Make a Motion to.....to approve the Anson County Juvenile Crime Prevention Council in the total amount of **\$126,009** for FY 2020-2021 as follows:

- | | |
|--------------------------------------|------------------|
| 1. JCPC Administrative | \$1,000 |
| 2. Anson County 4H Youth Promise | \$104,489 |
| 3. Unallocated Funds to re-advertise | \$20,520 |
| 4. TOTAL JCPC Allocation: | \$126,009 |

Background:

The Anson County JCPC voted at the January 8th meeting to re-advertise the Request for Proposal in the amount of **\$126,009**. That RFP was advertised on **1/29/20** with a deadline date of **2/29/20**. There was only one agency that had respond to that RFP which was the Anson County 4H Youth Promise Program. The JCPC meeting was originally scheduled for March 4th but was moved to March 18th to the allow enough time for the Funding/Allocation Committee to review the submitted application. The applying program presented to the Funding/Allocation committee on March 10th and recommendations from the committee were to be presented to the JCPC board for vote at the March 18th meeting; however, that meeting was cancelled due to the National Health Crisis with COVID-19. It was recommended by the DPS State Consultant for the JCPC Chair to seek consultation with the County Manager or County Attorney on electronic meetings to ensure adherence with public open meeting laws.

Financial Impact:

NOTE: Attached please find the Funding/Allocation Committee Funding Recommendations

Anson County Board of Commissioners

Agenda Item



From: Victoria Whitt

Date: March 20, 2020

Subject: County General Funding and Program Update

Presenter: Victoria Whitt, CEO Sandhills Center

Request: Make a motion to...To approve Sandhills Center budget request for FY 20-21

Background: To request continued funding for critical crisis/psychiatric services for the consumers and families in Anson County and to also update the County Commissioners on the Sandhills Center activities. Meeting date April 7, 2020

Financial Impact: Any reduction may result in a loss of critical crisis/psychiatric services for consumers and families in Anson County

Supporting Documentation:

Letter to County Manager
County Dashboard
Annual report
Quarterly report
County Initiative



SANDHILLS CENTER

Managing Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services
910-673-9111 (FAX) 910-673-6202 www.sandhillscenter.org Victoria Whitt, CEO

March 11, 2020

Mr. Barren Monroe
Anson County Manager
101 S. Green Street, Suite 205
Wadesboro, NC 28170

Dear Mr. Monroe:

During its March 10th meeting, the Sandhills Center Board of Directors discussed the issue of our County General Budget Request from our nine (9) constituent counties for FY 20 – 21.

Based on a review of the current fiscal situation that impacts our State and counties, it was decided that the Center would not request an increase in County General Funding from Anson County. This continues our practice of not requesting an increase for the past 16 years.

Importantly, all county funding received is directed in support of local County Behavioral Health Urgent Care Centers and other county designated services/programs.

FY 19 – 20 Current County General Allocation: \$ 55,000

FY 20 – 21 Funding Request

- **County General Request: \$ 55,000**
- **Total FY 20 – 21 County General Request: \$ 55,000**

Note: See Attached County General Funding Chart.

Since beginning the management of Medicaid service dollars in December 2012, Sandhills Center has realized savings and has made a commitment to reinvest those savings in the community. During the past year, Sandhills Center has worked with county and community representatives from each of our nine (9) constituent counties to identify high priority needs and projects at the county level. We have been able to reallocate local funds and commit LME/MCO reinvestment savings to numerous projects in each of our counties.

Sandhills Center staff and I will continue to meet with County Managers and others to review the use of current county allocations and to identify behavioral health service areas in the county that may have been underserved and identify how available funding could be used to impact those areas.

We will be working with the Clerk to the Board to schedule an opportunity to present a program update and the budget request to your County Commissioners within the next few months.

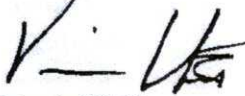
P.O. Box 9, West End, NC 27376
24-Hour Access to Care Line: 1-800-256-2452
TTY: 1-866-518-6778 or 711
Serving Anson, Guilford, Harnett, Hoke, Lee, Montgomery,
Moore, Randolph & Richmond counties



Thank you for your continued support of Sandhills Center and the services we manage. The Sandhills Center's Board of Directors and staff are committed to providing the citizens of Anson County with quality, cost-effective services.

We appreciate the County's contribution to behavioral health services and appreciate partnering with you to improve access and availability of quality services in the local community.

Sincerely,



Victoria Whitt
Chief Executive Officer

Attachments

cc: Mr. Ross Streater, Anson County Commissioner
Mr. Cary Garner, Anson County Finance Officer

P.O. Box 9, West End, NC 27376
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Moore, Randolph & Richmond counties



**SANDHILLS CENTER
COUNTY CONTRIBUTIONS
FY 20-21**

COUNTY	NOV. 1, 2019 PROJECTED* POPULATION	ACTUAL COUNTY GENERAL CONTRIBUTION FY 19-20	PROPOSED COUNTY GENERAL CONTRIBUTION FY 20-21	COUNTY GENERAL PER CAPITA CONTRIBUTION FY 20-21
Anson	25,289	\$ 55,000	\$ 55,000	\$ 2.17
Guilford	545,348	\$ 9,674,000	\$ 9,674,000	\$ 17.74
Harnett	137,358	\$ 199,679	\$ 199,679	\$ 1.45
Hoke	55,802	\$ 58,000	\$ 58,000	\$ 1.04
Lee	62,429	\$ 240,000	\$ 240,000	\$ 3.84
Montgomery	27,712	\$ 60,775	\$ 60,775	\$ 2.19
Moore**	102,950	\$ 208,857	\$ 197,021	\$ 1.91
Randolph	145,807	\$ 844,000	\$ 844,000	\$ 5.79
Richmond	44,993	\$ 132,525	\$ 132,525	\$ 2.95
TOTALS	1,147,688	\$ 11,472,836	\$ 11,461,000	\$ 9.99

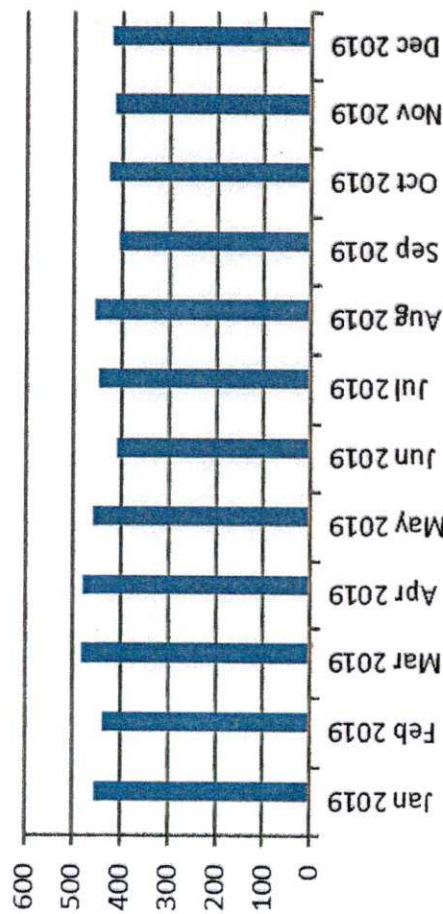
*The Office of State Budget and Management (OSBM)

**Reduction reflects the action of the Moore County Commissioners in FY 14/15 phasing out funding for non-profit organizations. FY 19/20 included the final 20% reduction. Six of these non-profits received this funding as flow through from Sandhills Center.

Anson County Members Served

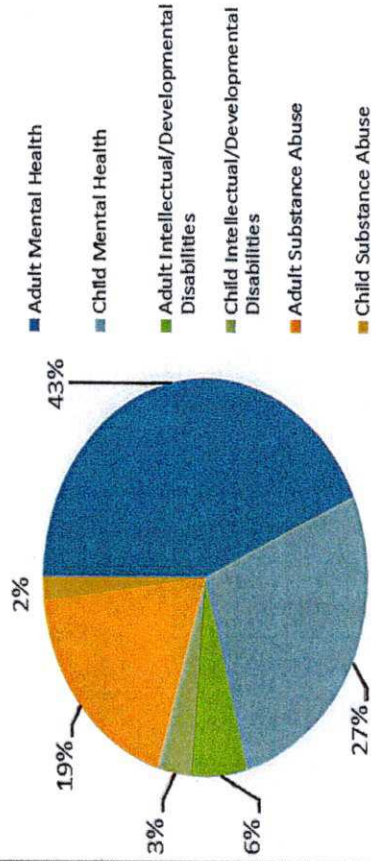
March 2020

Members Served Monthly Last Year



Service	Amount Paid
Most Frequent Behavioral Health Services Received Last Year (\$8,923,040 total)	
Innovations Services	\$3,348,449
Intermediate Care Facilities	\$2,063,931
Outpatient Services	\$1,443,577
Psychosocial Rehabilitation	\$487,051
Behavioral Health Long Term Residential	\$296,742
Inpatient Hospitalization	\$277,697
Intensive In-Home Services	\$277,048
Psychiatric Residential Treatment Facilities	\$134,252

Members Served Last Year



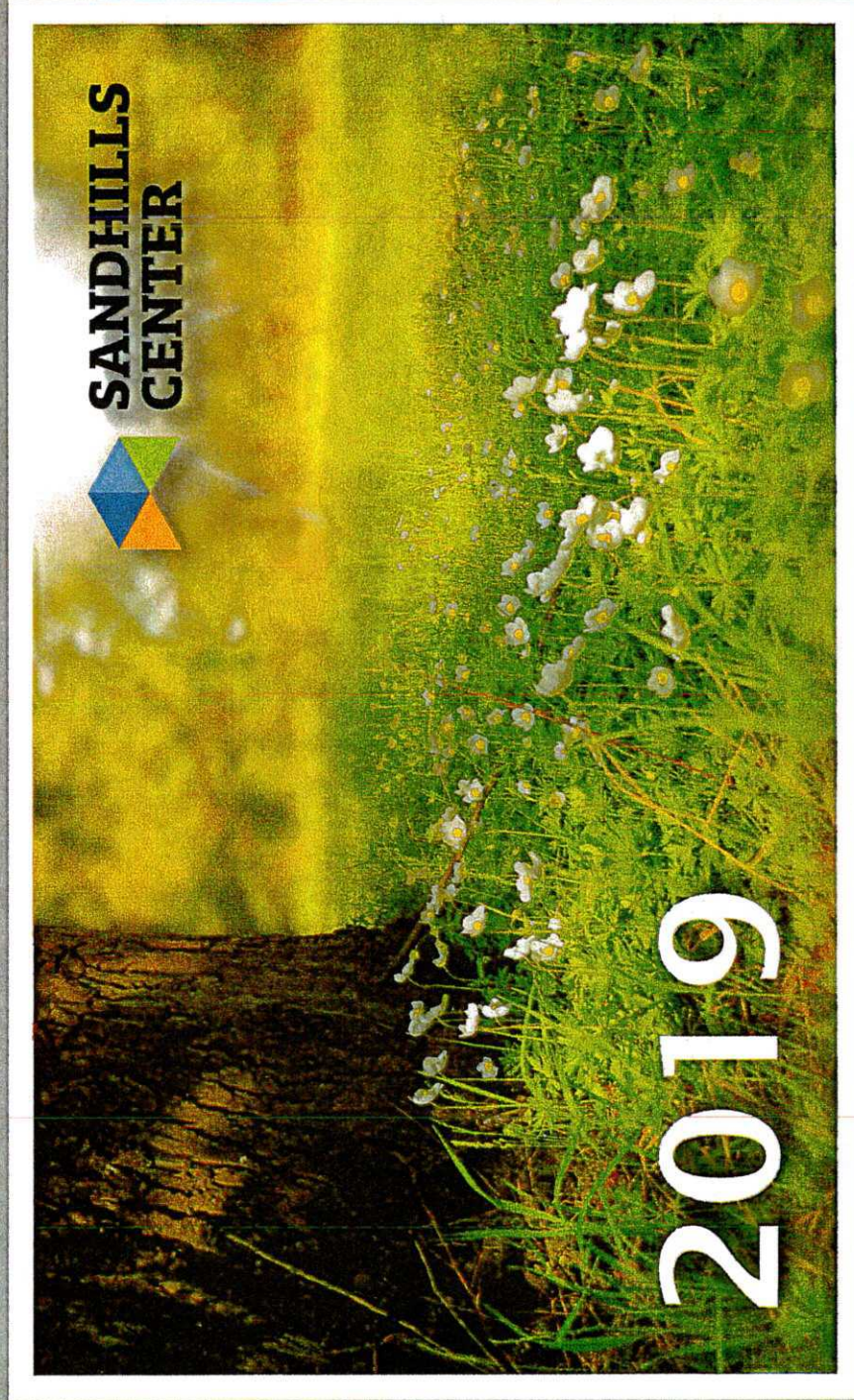
Highest Serving Behavioral Health Providers Last Year

Provider	Members Served
(152 providers serving local members)	
Daymark Recovery Services, Inc.	538
Atrium Health	156
Day by Day Family Services, Inc.	70
Beyond Expectations Comprehensive Services	51
Valerie Sinclair, LPC	46
Monarch	45
Kennedy Intensive In-Home	41



SANDHILLS CENTER

ANNUAL COMMUNITY REPORT



*Serving Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore,
Randolph and Richmond counties in central North Carolina*

ABOUT SANDHILLS CENTER

Sandhills Center manages public mental health, intellectual/developmental disabilities and substance abuse services in Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond counties in central North Carolina.

As a publicly-funded Local Management Entity-Managed Care Organization (LME-MCO), Sandhills Center does not provide services directly, but acts as an agent of the North Carolina Department of Health and Human Services to manage a network of contracted private providers.

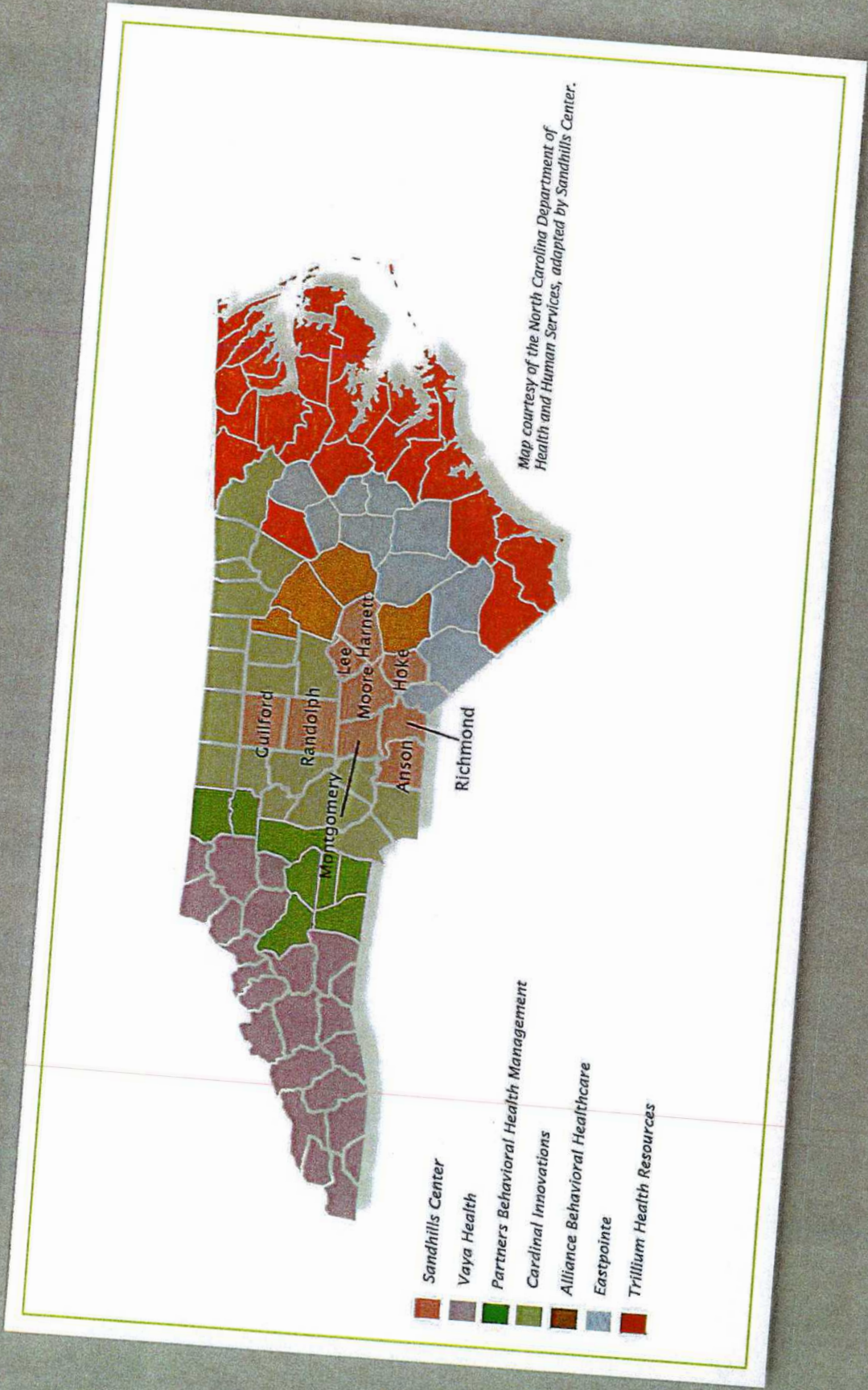
We partner with individuals, family members, service providers, policy makers and other community stakeholders to create, manage and support quality behavioral health services that meet the needs of our communities.

Sandhills Center's toll-free telephone line can be reached at any hour of the day or night, including weekends and holidays. You can ask questions, talk with a licensed clinician and make appointments with service providers. For more information, call:

1-800-256-2452



OUR REGION



LEADING THE WAY

Sandhills Center is governed by a dedicated Board of Directors that includes representatives from each of the nine counties within our region.

The goal of the Board of Directors is to provide oversight of programs, and ensure that quality of and access to services remains high throughout the region.

Meetings are held monthly. The Board accepts feedback from the public, the Sandhills Center Consumer and Family Advisory Committee (CFAC), various subcommittees, and our community partners.

CHIEF EXECUTIVE OFFICER
Victoria Whitt

2019 OFFICERS

Chair
Thad Ussery

Vice Chair
Commissioner Kay Cashion

Secretary
Michele Weatherly

2019 BOARD OF DIRECTORS

<u>Anson County</u> Commissioner Ross Streater Priscilla Little	<u>Montgomery County</u> Commissioner Dottie Robinson Carol Whitaker
<u>Guilford County</u> Commissioner Kay Cashion Gart Evans Dr. Walter Salinger Vacant	<u>Moore County</u> Commissioner Otis Ritter Matthew Rothbeind
<u>Harnett County</u> Commissioner Howard Penny Vacant	<u>Randolph County</u> Commissioner David Allen Mazie Fleetwood Leann Henkel
<u>Hoke County</u> Commissioner Harry Southerland Shirley Hart	<u>Richmond County</u> Thad Ussery Michele Weatherly
<u>Lee County</u> Commissioner Kirk Smith Walter Ferguson	<u>Provider Council Representative</u> Jerry Earnhardt
	<u>Hospital Representative</u> Vacant



A MESSAGE FROM THE CEO

As we enter our eighth year as a Managed Care Organization (MCO) under the Medicaid 1915 (b)(7)(C) waiver, Sandhills Center appreciates this opportunity to reflect on the positive impact we continue to make throughout Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond counties.

A predominant theme throughout 2019 was Sandhills Center's responsiveness to our members, providers and our communities.

Sandhills Center places significant value on soliciting feedback from individuals and families who receive mental health, substance abuse, and intellectual and developmental disabilities services.

We hold in high regard the wisdom that is passed on to us from our providers and community partners. Interpreting and acting on stakeholder sentiment allows Sandhills Center to build on our strengths.

It also helps us to plan for the future, leading to the development of valuable new services such as the HYPE program, a youth-focused partnership formed in 2019 between Sandhills Center and one of our network providers.

Feedback has guided us toward planning three new Facility-Based Crisis centers that will allow for treatment of individuals from all of the Sandhills Center counties.

In 2019, we embarked on a number of new initiatives, including updating Crisis Response Plans for all of our communities. The project involved extensive collaboration with local law enforcement. Clearly, it is a team effort that has led us to shape crisis response priorities, strategies and solutions.

Sandhills Center also joined the state's LME-MCOs and provider groups to promote #CareForNC, a public awareness campaign that concentrates on the successes of the public behavioral health system in North Carolina. Inspirational stories of success are featured as part of the campaign, including two from the Sandhills Center region.

As we look back at 2019, Sandhills Center is proud to have earned national reaccreditation from URAC through May 2022. We also take pride in having hosted numerous events such as a statewide Consumer and Family Advisory Committee (CFAC) meeting, and a full schedule of beneficial provider training programs.

Another source of pride for Sandhills Center continues to be our involvement in Crisis Intervention Team (CIT) training for police officers, paramedics and a

variety of other first responders who often come in contact with individuals in behavioral health crisis through the course of their daily work.

Looking to 2020, we will continue to monitor the status of the transition to Medicaid Managed Care. We are engaged in helping members transition to the new system, or become accustomed to any other potential changes, in a seamless manner when the time comes.

As we embark on the new year, we want to express our sincere gratitude to Sandhills Center members and their families for their enduring trust and support.

We also appreciate our Board of Directors and CFAC for their continued guidance, and we take this opportunity to acknowledge our staff for their commitment to embrace new challenges and help Sandhills Center to successfully realize our goals.

We look forward to continuing our good work in 2020.



Victoria Whitt
Chief Executive Officer
Sandhills Center



ENGAGING AND ENCOURAGING OUR PROVIDER NETWORK

as a foundation for those who are new to the network, and as a refresher for established providers. The programs also allow for improved communication and relationship building opportunities for Sandhills Center and our network.

The forums grant providers opportunities to receive accurate information directly from us. Some of the topics covered during the 2019 forums included:

- External and Quality Programs/Network Operations information regarding access, sanctions and disputes, credentialing and recertification, contracts, clinical practice guidelines and network monitoring.
- Care Coordination information applicable to the housing plan, Medicaid B3 services and the North Carolina Innovations Waiver for individuals with intellectual/developmental disabilities.

Sandhills Center ensures that the training topics furnished to providers offer the technical assistance they need. Targeted training plans are developed from multiple internal and external sources. The plans are flexible, and often are adapted to address current and emerging needs. In 2019, providers participated in training that include a variety of subjects, such as Clinical Supervision, Ethics, Cultural

A YEAR OF TRAINING EXCELLENCE

Keeping our network providers up to date on the latest requirements is a priority at a time when North Carolina's public behavioral health system is experiencing significant change.

In 2019, Sandhills Center addressed a number of contractual responsibilities as part of our overall Provider Training Plan. As we typically do each year, we coordinated instructive quarterly Provider Forums and an annual Provider Orientation program, as well as a continuing education curriculum for professionals. The forums and orientation sessions serve

Competency, Person-Centered Thinking, Trauma and Social Determinants of Health. In total for 2019, Sandhills Center held 53 training sessions and 1,804 attendees.

In November 2019, we hosted a special six-hour workshop that demonstrated a strong commitment to all Sandhills Center members, including those with diverse cultural backgrounds, and those who have limited English proficiency.

(continued on page 7)

Engaging and encouraging a high-quality provider network is fundamental to achieving better outcomes for the individuals and families we serve. A variety of provider training opportunities are available each month. Course descriptions and registration information can be obtained by visiting our website and clicking on the 'CALENDAR' headline.

www.SandhillsCenter.org

The workshop was entitled, "Clinical Considerations in Working with Latino/a/x Populations." The training focused on state demographic information, ethical practices, key Latinx cultural values and how they affect Latinx families and treatment. Other topics included immigration, discrimination, changing family dynamics, language use, how mental health is manifested in Latinx communities, and the use of translators.

Dr. Gabriela Livas Stein, a psychologist and associate professor of clinical psychology at UNC-Greensboro, conducted the training. She is highly regarded for her

work in the provision of therapeutic services to Latinx families.

The need for this type of training was identified during the 2019 Community Needs Assessment Survey of Sandhills Center members, providers and stakeholders. There are five counties within our region where the Latinx or Hispanic population is above the estimated North Carolina average. Sandhills Center will continually address the needs of individuals and families who are served in our region, and will look at ways in which we can bring additional culturally-relevant curricula to our staff and providers.

SANDHILLS CENTER SCORES HIGHEST IN PROVIDER SATISFACTION

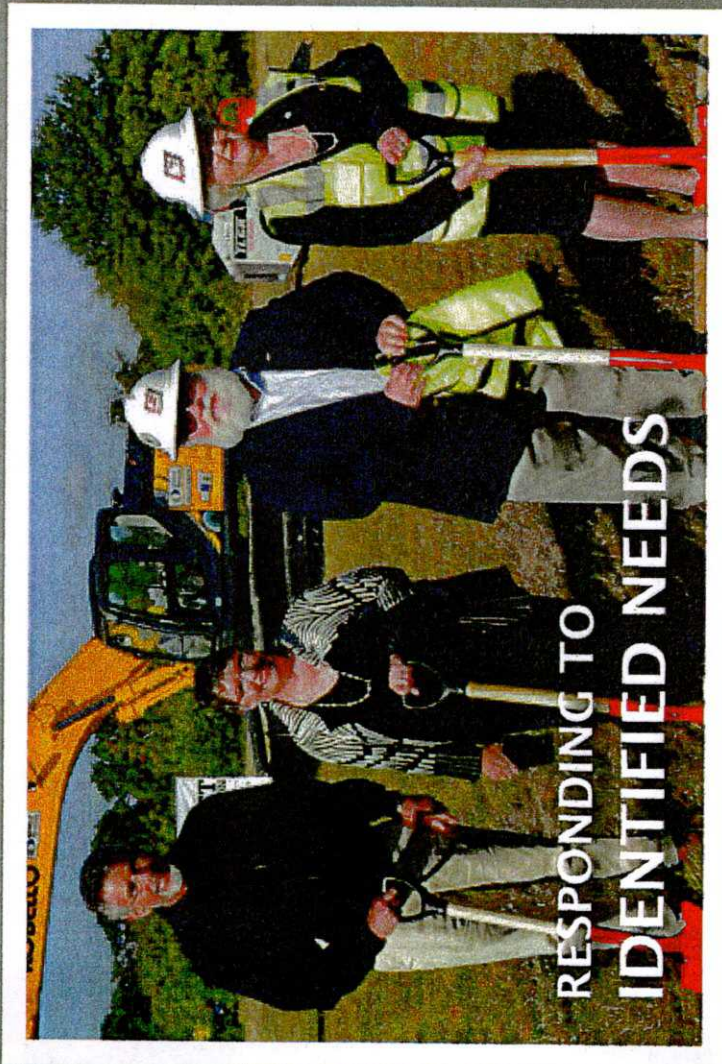
In 2019, for the third straight year, Sandhills Center scored highest among all seven of North Carolina's LME-MCOs on a variety of measures, according to a network provider survey conducted by NCDHHS.

Sandhills Center earned the highest scores on 16 of the 23 survey questions, and we were the only LME-MCO to have more than four questions scored at the top among our peers. We earned a 92.2 percent score for overall satisfaction, which is the highest score of all North Carolina LME-MCOs.

Sandhills Center also excelled in a variety of other areas including:

- Accessibility of accurate and timely information and referrals.
- Response time for provider needs.
- High-quality network provider training.
- Authorizations and claims processing.
- Offering a clear appeals process.





Left: Current and former members of the Sandhills Center Board of Directors helped Guilford County and Cone Health officials break ground on a new Facility-Based Crisis center for adults in Greensboro. From left to right: Current Board member Dr. Walter Salinger, former member Dixie Branch, current member Gart Evans, Board Vice Chair and Guilford County Commissioner Kay Cashion. The groundbreaking ceremony was held in October 2019. (More photos on page 9).

RESPONDING TO IDENTIFIED NEEDS

provide a 23-hour observation unit, 16 beds, outpatient services and medication management.

In October 2019, Guilford County government and Cone Health broke ground on an adult Facility-Based Crisis center in Greensboro, where Sandhills Center is planning an adjacent Facility-Based Crisis center for children and adolescents. The partnership between Sandhills Center, Guilford County and Cone Health -- with support from state leaders -- is creating an enhanced level of integrated health services for individuals in crisis that addresses both mental and physical health care needs.

Sandhills Center acknowledges and appreciates that community partnerships factored heavily into the creation of these new Facility-Based Crisis centers.

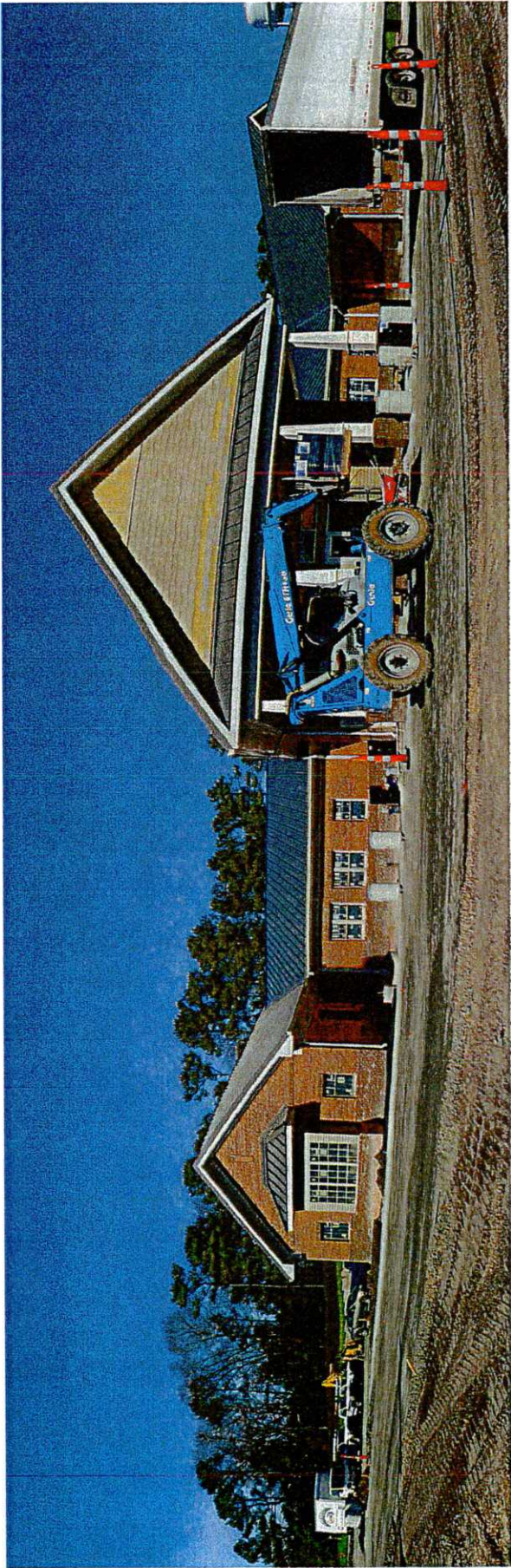
FACILITY-BASED CRISIS UPDATE

In 2019, substantial progress was made to bring Facility-Based Crisis Services to the region in Randolph, Richmond and Guilford counties. Construction and renovation for three Facility-Based Crisis centers has been made possible thanks to state and local funding, and Sandhills Center's pledge to reinvest savings into services.

In Randolph County, renovations at the 110 W. Walker Ave. site in Asheboro are nearing completion. Network provider Daymark Recovery Services will offer a 16-bed, nonmedical unit as an alternative

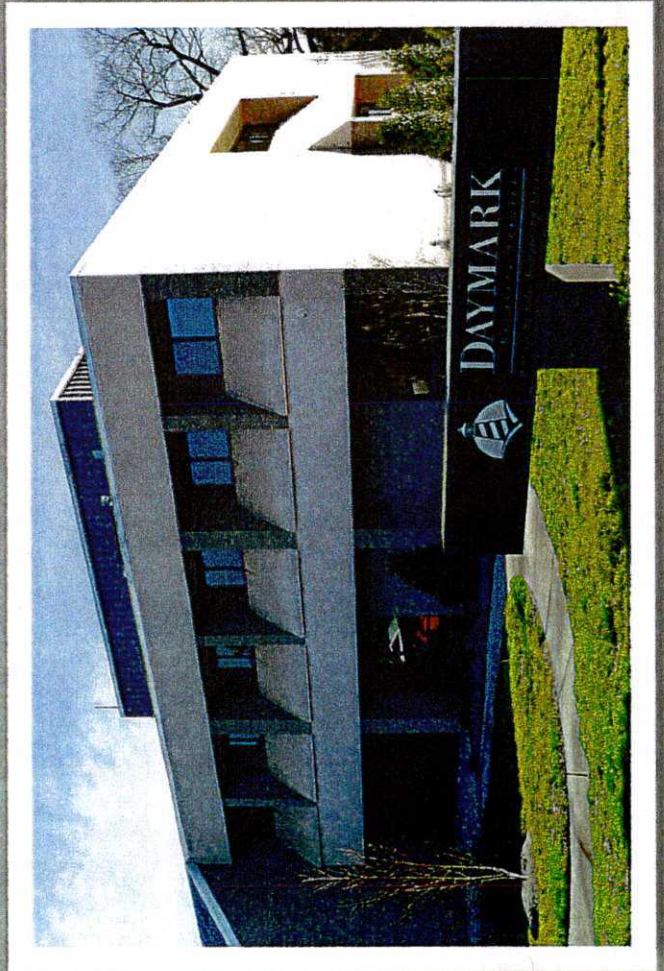
to hospitalization for individuals who experience behavioral health crises. It also will have an observation unit for people to be treated and assessed for up to 23 hours. In addition to walk-in crisis services, outpatient services and medication management will be on site.

In Richmond County, we benefitted from a \$1 million state grant that was awarded in 2018 to purchase land and begin construction on a new Facility-Based Crisis center for children and adolescents. In 2019, there was significant momentum in the construction process. The center is scheduled to open in 2020, and will



Above: The future Facility-Based Crisis center for children and adolescents in Richmond County, which is scheduled to open in 2020.

Left: The Facility-Based Crisis center in Randolph County is located on the upper floor of a newly renovated building at 110 W. Walker Ave., Asheboro. It also is expected to open in 2020, and will be operated by Daymark Recovery Services, the current contracted provider for outpatient and crisis walk-in services at the site.



PARTNERSHIPS HELPING TO REACH GOALS

All nine counties in the Sandhills Center catchment area are expected to benefit from new Crisis Response Plans that were created in 2019.

We are pleased to have collaborated with area sheriff's offices, healthcare providers and magistrates, among others, to develop Community Crisis Service Plans that are specific to each county's available resources and needs.

Crisis service plans focus on:

- Access to care.
- Pre-examination assessments.
- Sites for the first examinations and health screenings.
- Transportation to treatment facilities.
- Training for law enforcement agencies or any person providing alternative transportation.

The goal of implementing crisis plans is to redirect individuals who are experiencing crises away from hospital emergency departments so that they can get appropriate treatment, whenever possible, with local behavioral healthcare providers. The crisis plans went into effect Oct. 1, 2019.

Anson, Montgomery, Moore and Richmond counties have partnered to form a subregion and share a plan. Lee and Harnett counties have paired to form another subregion and plan. Guilford,

Hoke and Randolph counties have created their own individual plans. Each county's sheriff's office has developed its own specific transportation plan.

We appreciate the relationships we have strengthened with local first responders. Collaborations like these allow Sandhills Center to put plans into action that streamline behavioral health crisis responses.

EXPANDING SERVICES FOR YOUTH

Sandhills Center recently expanded service offerings for youth by contracting with Youth Focus, a network provider that has established a program called HYPE-- Helping Youth Pursue Excellence.

Sandhills Center was encouraged to fill this service need by the Guilford County Juvenile Justice Partnership, a local team that reinforces family-centered services for justice-involved youth who have substance abuse and mental health conditions.

HYPE was launched in mid-2019, and Youth Focus also is offering a Substance Abuse Outpatient Program and evidence-based, wraparound services that are specific to youth in Guilford County. For some of the young people, services may include transportation, motivational incentives and family supports.

Sandhills Center is grateful for the Juvenile Justice Partnership's guidance, and the innovative approaches our providers take to increase the likelihood of positive outcomes for youth in their care.

WEBSITE UPDATES

Our comprehensive website -- which can be found at www.SandhillsCenter.org -- offers ample opportunities to get the latest information from us.

Improvements to the website in 2019 included adding a news banner to the mid-section of the home page.

We also added color-coded headlines to each major section so that website users can differentiate information intended for specific audiences, such as providers and consumers. Color coding also is used on the 'CALENDAR' pages so that users can quickly distinguish between training targeted to providers, and workshops and support groups that are geared toward families.

Sandhills Center is proud of our efforts to maintain a user-friendly website. We will continue our quest to keep your experience on the site as simple, yet productive, as possible.

ADDITIONAL 2019 HIGHLIGHTS



CFAC HOSTS STATEWIDE EVENT

Sandhills Center's Consumer and Family Advisory Committee was honored to host a statewide CFAC meeting in April 2019. Eighty-one CFAC representatives from North Carolina's seven LME-MCOs gathered in Guilford County to learn more about an assortment of topics including Medicaid Transformation.

Speakers for the event included: Leann Henkel, chairperson of the Sandhills Center CFAC and a member of the Board of Directors; State CFAC Chairperson Benita Purcell; and Victoria Whitt, CEO of Sandhills Center. Keynote addresses were delivered by: Kathy Nichols, Associate Director of Services and Supports for the NC Department of Mental Health, Developmental Disabilities and Substance Abuse Services; and Dave Richard, Deputy Secretary for NC Medicaid/DHHS.

Policy issues and DHHS recommendations were discussed in small-group sessions. The agenda also allowed for CFAC members to address barriers and service gaps and other issues, and members advocated for improvements in quality of care.

CFACs represent people and families who receive behavioral health services by ensuring that the development and delivery of services remains responsive to their needs.

Sandhills Center CFAC members expressed confidence that CFAC members from across North Carolina took valuable information back to their communities.

REACCREDITATION EARNED

Sandhills Center recently earned three-year reaccreditation from URAC, the nation's largest healthcare accrediting organization.

Reaccreditation is in effect from May 1, 2019, through May 1, 2022, and covers three areas:

- **Health Call Center** -- provides clinical triage services to members in a manner that is timely, confidential and includes medically-appropriate care and treatment referral.
- **Health Utilization Management** -- ensures utilization review, follows a process that is clinically sound and respects individuals' and providers' rights, and operates within reasonable guidelines.
- **Health Network** -- includes key quality benchmarks for network management, provider credentialing, quality management and improvement, and consumer protection. URAC standards require health networks to establish self-monitoring practices, emphasizing quality assurance and improvement.

URAC is an independent, nonprofit organization that promotes healthcare quality, innovation and evidence-based measures. URAC standards promote industry best practices and place emphasis on continuous improvement and consumer empowerment.

(continued on page 12)

Sandhills Center first earned accreditation from URAC on May 1, 2010, and previously earned reaccreditation in 2013 and 2016. Earning reaccreditation again in 2019 validates Sandhills Center's commitment to accountability, compliance and nationally-recognized standards.

"By achieving this status, once again, we continue to demonstrate a comprehensive commitment to quality care, improved processes and better outcomes for the individuals and families who receive services," stated Victoria Whitt, CEO of Sandhills Center. "We are proud of this accomplishment."

SANDHILLS CENTER PROMOTES #CAREFORNC

Sandhills Center joined a statewide public awareness campaign, aptly named #CareForNC. The campaign is an effort established in 2019 by the Partnership for Community Well-Being, which consists of all LME-MCOs and two large provider groups.

Since June 2019, #CareForNC has raised awareness on behalf of the countless people whose lives have been changed and communities that have been strengthened by the services available through the public system of care. North Carolina has pioneered a community-based managed care system that puts people first, and

delivers the right services, in the right amount, at the right time.

Sandhills Center participated in the development of the #CareForNC brand identity, website, and social media and news content. We also were involved in gathering data that serves as a testament to the tangible impact LME-MCOs and providers make in the lives of individuals and their families in all 100 North Carolina counties.

The #CareForNC website also contains content that is specific to our region. That includes ways in which Sandhills Center is reinvesting its savings into services and

initiatives, such as Crisis Intervention Team training for first responders.

Sandhills Center is particularly excited about two short videos that were produced to highlight individual successes in our region. Featured are the chairperson of our CFAC, an individual who has received Sandhills Center services, and the CEO of one of our largest providers.

Sandhills Center offers thanks to those who participated in the video productions. We know that their personal stories serve as an inspiration to the greater community, and especially to people who are seeking treatment or care.

*More information
can be found online at --*

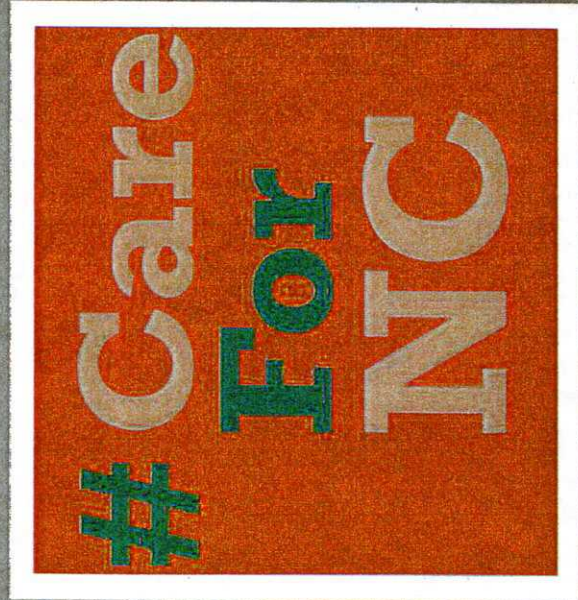
www.CareForNC.org

*You may also interact
on social media by visiting --*

www.facebook.com/CareforNC/

or

www.twitter.com/careformnc





Hoke County graduated 14 CIT participants in August 2019. Lt. Jennifer Lewis of the Hoke County Sheriff's Office served as host officer. This was one of 14 CIT classes cosponsored by Sandhills Center in 2019.

CIT THRIVES IN THE SANDHILLS CENTER REGION

For 11 years, Sandhills Center has cosponsored Crisis Intervention Team (CIT) training for first responders in the region.

In 2019, CIT classes were held at least once in each of the Sandhills Center counties.

Participating in 2019 classes were 130 sworn officers, 15 telecommunicators, 26 emergency medical services (EMS) personnel, five NC Department of Public Safety officers, and one firefighter. Included among the sworn officers were campus police, airport security and school resource officers. In total for the year, Sandhills Center coordinated 14 classes and graduated 177 participants who represented 36 departments and agencies.

CIT is a national program that seeks to prevent arrest and incarceration for "nuisance" or misdemeanor crimes, and to connect people with treatment resources instead of trips to hospital emergency departments. Sandhills Center and our community partners strive to give first responders tools and resources so they can effectively interact with people who have mental illness, their families and providers.

CIT is a rigorous 40-hour program (32 hours for EMS personnel) that is taught by subject-matter experts. In addition to classroom training, first responders also participate in simulation and role-playing activities, and engage in meaningful conversations with community residents who have lived experience. CIT in the Sandhills Center region is cosponsored by local community colleges and NAMI chapters, as well as various law enforcement

agencies and network providers. CIT in Randolph County is coordinated exclusively through Randolph Community College with assistance from Sandhills Center.

To learn more about CIT in the Sandhills Center region and our graduates, search 'Crisis Intervention Team Training' on our website -- www.SandhillsCenter.org.





Administrative Offices

P.O. Box 9
West End, NC 27376

24/7 CALL CENTER

1-800-256-2452

www.SandhillsCenter.org

For free and confidential behavioral health screenings, visit: www.SandhillsCenterAccess2Care.org

Sandhills Center is fully accredited by URAC in the areas of Health Network, Health Call Center and Health Utilization Management, which ensures that our members receive high-quality service. We make sure that you receive the attention and care you deserve while protecting your privacy.



Quarterly Community Report

January 2020



**SANDHILLS
CENTER**

Serving Anson, Guilford, Harnett,
Hoke, Lee, Montgomery, Moore,
Randolph and Richmond counties
in central North Carolina

Leadership



SANDHILLS CENTER

Chief Executive Officer
Victoria Whitt

Board Chair
Thad Ussery

Vice Chair
Kay Cashion

Secretary
Michele Weatherly

Anson County
Commissioner Ross Streater
Priscilla Little

Guilford County
Commissioner Kay Cashion
Gart Evans
Dr. Alvin Keyes
Dr. Walter Salinger

Harnett County
Commissioner Howard Penny
Vacant

Hoke County
Commissioner Harry Southerland
Shirley Hart

Lee County
Commissioner Kirk Smith
Walter Ferguson

Montgomery County
Commissioner Dottie Robinson
Carol Whitaker

Moore County
Commissioner Otis Ritter
Matthew Rothbeind

Randolph County
Commissioner David Allen
Mazie Fleetwood
Leann Henkel

Richmond County
Thad Ussery
Michele Weatherly

**Provider Council
Representative**
Jerry Earnhardt

Hospital Representative
Vacant

A message from the CEO

At this time of year when it is common to make resolutions, Sandhills Center is going above and beyond to build upon established goals. Each and every year, we strive to cultivate community partnerships, remain mindful of service expansion needs, keep costs in line, reinvest savings into services and important initiatives, and strengthen our network of quality providers.

Sandhills Center's ultimate objective is to improve the quality of life for individuals and families who need care in Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond counties. In this Quarterly Community Report, we highlight some of the ways we have recently demonstrated our commitment to our mission and goals, including:

- Streamlining our response to individuals experiencing behavioral health crises. Sandhills Center recently partnered with local law enforcement to enhance crisis planning in all nine counties.
- Expanding our provider network's understanding of Medicaid Transformation. Sandhills Center's partnership with the North Carolina Department of Health and Human Services (NCDHHS) offered training to providers that was intended to ease the transition to Medicaid Managed Care when the time comes.
- Offering a workshop to providers so they can better serve the Latinx community. The training reflected on Sandhills Center's efforts to develop a network of providers that is culturally competent and can address the needs of the fastest-growing segment of the North Carolina population.

As Sandhills Center enters 2020, we pledge to continue placing our attention on strategies and actions that will produce better outcomes for individuals and families who seek services and treatment. We look forward to exceeding your expectations, once again, in the new year.



Victoria Whitt,
Chief Executive Officer
Sandhills Center



Community

SANDHILLS CENTER PARTNERSHIPS FOCUS ON CRISIS PLANNING

Sandhills Center's strong partnerships with local law enforcement officials and other first responders are crucial to managing behavioral health crises in our region.

We strive to redirect individuals who are experiencing behavioral health crises away from hospital emergency departments, whenever possible, so that they can receive appropriate treatment.

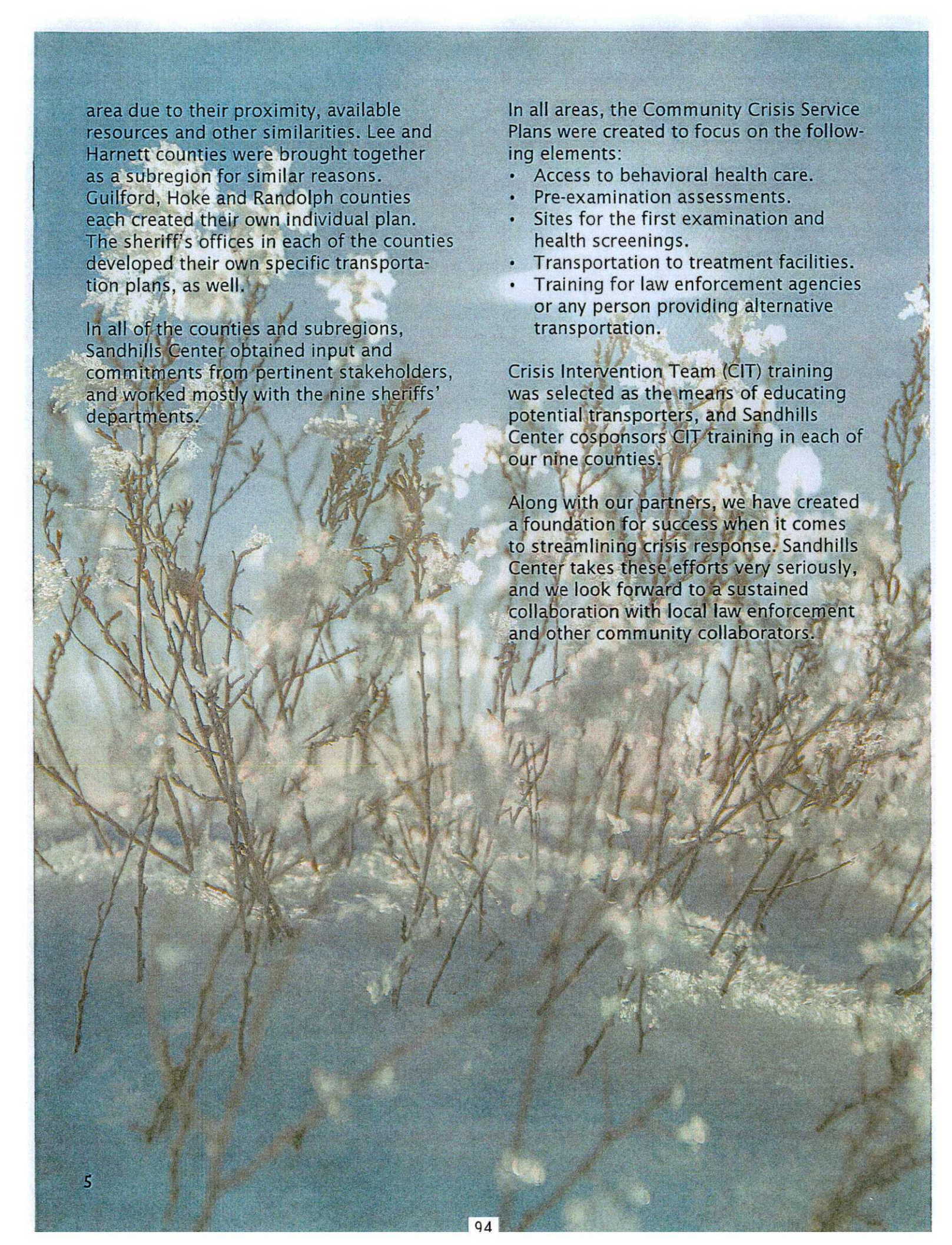
Recently, Sandhills Center worked with law enforcement officers, magistrates, local

hospitals and contracted crisis providers to develop Community Crisis Service Plans that are relevant to each of the nine counties.

The plans were submitted to the North Carolina Department of Health and Human Services (NCDHHS), and became effective Oct. 1, 2019.

A plan was created for Anson, Montgomery, Moore and Richmond counties to form a subregion of the Sandhills Center service

(continued on page 5)



area due to their proximity, available resources and other similarities. Lee and Harnett counties were brought together as a subregion for similar reasons. Guilford, Hoke and Randolph counties each created their own individual plan. The sheriff's offices in each of the counties developed their own specific transportation plans, as well.

In all of the counties and subregions, Sandhills Center obtained input and commitments from pertinent stakeholders, and worked mostly with the nine sheriffs' departments.

In all areas, the Community Crisis Service Plans were created to focus on the following elements:

- Access to behavioral health care.
- Pre-examination assessments.
- Sites for the first examination and health screenings.
- Transportation to treatment facilities.
- Training for law enforcement agencies or any person providing alternative transportation.

Crisis Intervention Team (CIT) training was selected as the means of educating potential transporters, and Sandhills Center cosponsors CIT training in each of our nine counties.

Along with our partners, we have created a foundation for success when it comes to streamlining crisis response. Sandhills Center takes these efforts very seriously, and we look forward to a sustained collaboration with local law enforcement and other community collaborators.



Network

PROVIDER FORUMS FOCUS ON MEDICAID TRANSFORMATION

Sandhills Center is committed to the success of our provider network. We regularly demonstrate that dedication by offering educational sessions and technical assistance.

In November 2019, we offered quarterly Provider Forums which largely focused on North Carolina's Medicaid Transformation.

It was expected that, in February 2020, many individuals who are served by Sandhills Center and the state's other Local Management Entities-Managed Care Organizations (LME-MCOs) would transition to the Standard Plan option under NC Medicaid Managed Care. Plans have since been put on hold indefinitely.

At the time that the Provider Forums were held, Sandhills Center's intention was to concentrate on Medicaid Transformation to prepare providers to better assist members and minimize uncertainty.

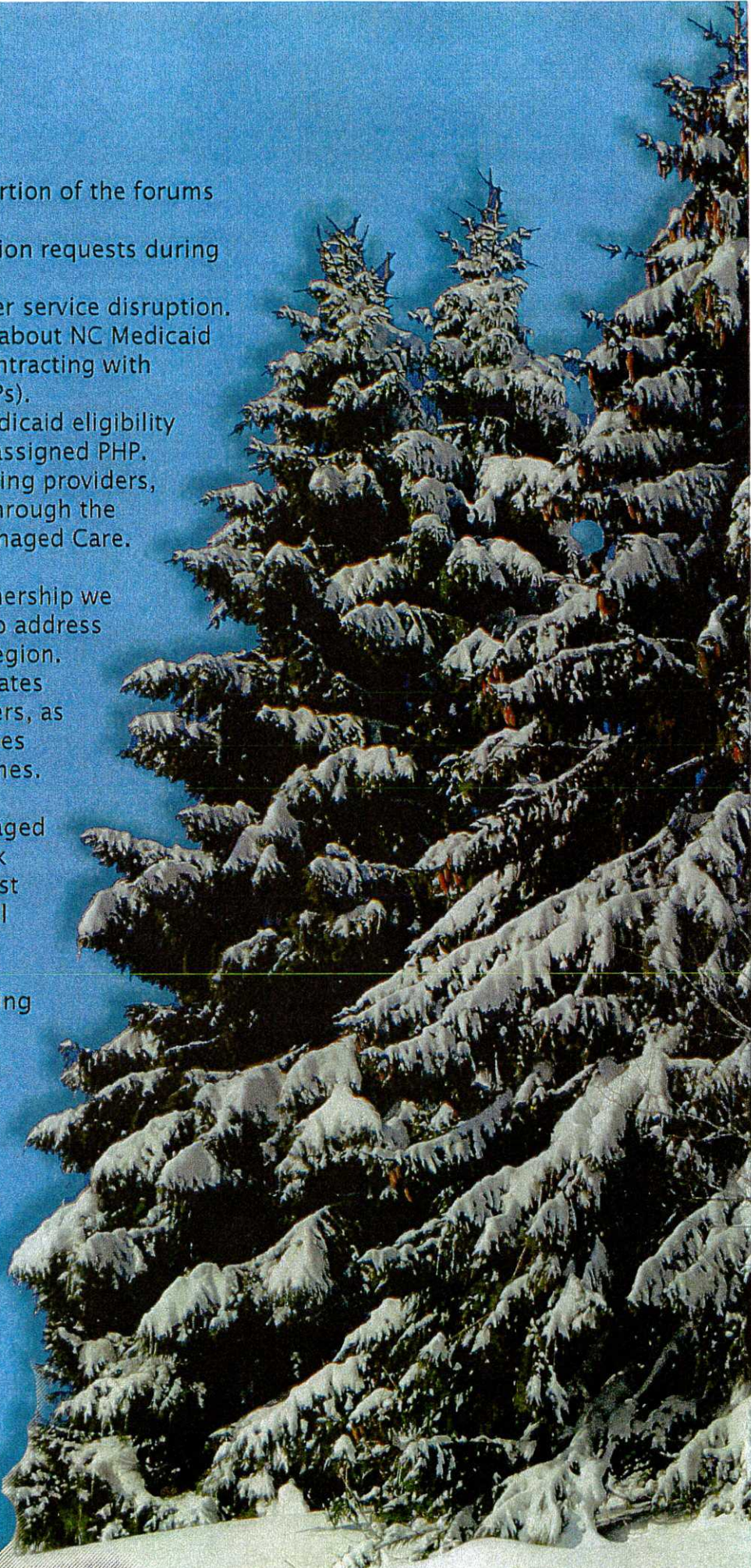
As part of the forums, Sandhills Center joined the NCDHHS to present an overview of Crossover, the transitional period between service delivery systems.

We also offered information about processes that are designed to support providers as they ensure members' continuity of care through the transition to the Standard Plan options.

Two identical forums were held -- one in Richmond County in the southern portion of the region (Nov. 8), and one in Randolph County in the northern part (Nov. 20).

A variety of other topical information was covered, including service definition revisions, NC-TOPPS and a behavioral health update from Victoria Whitt, Sandhills Center's chief executive officer.

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The Medicaid Transformation portion of the forums included information about:

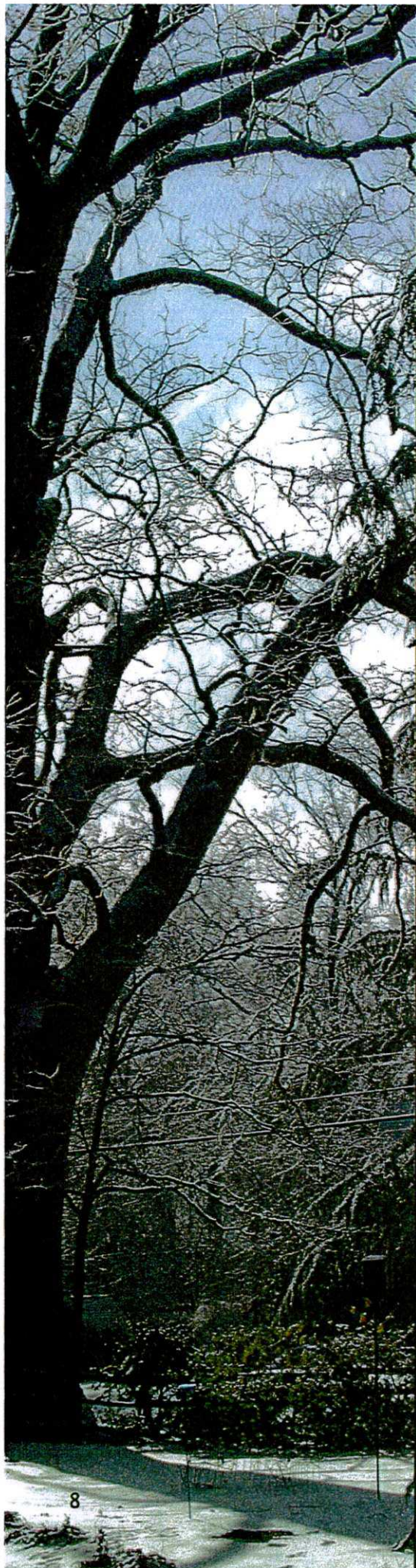
- Submitting service authorization requests during the Crossover timeframe.
- Minimizing the risk of member service disruption.
- Locating current information about NC Medicaid Managed Care design and contracting with primary health providers (PHPs).
- Identifying a beneficiary's Medicaid eligibility and, as applicable, selected/assigned PHP.
- Other topics specific to assisting providers, members and stakeholders through the transition to NC Medicaid Managed Care.

Sandhills Center values the partnership we have formed with the NCDHHS to address Medicaid Managed Care in our region. We remain engaged to offer updates and continual support to providers, as well as members and their families when the transition period resumes.

Until then, members are encouraged to continue to prepare and check the NCDHHS website for the latest information. Sandhills Center will continue to offer updates and support to providers, as well as members and their families, during the transition period.

The most current information about Medicaid Transformation can be found on the NCDHHS website:

www.ncdhhs.gov/assistance/medicaid-transformation



Services

SANDHILLS CENTER DEMONSTRATES COMMITMENT TO CULTURAL COMPETENCE

Sandhills Center promotes high-quality service delivery to all of our members including those with diverse cultural and ethnic backgrounds, and those with limited English proficiency.

We strive to ensure that individuals and families have access to services provided by a culturally-competent Sandhills Center staff and network of providers.

To strengthen services for our growing and diverse populations, Sandhills Center recently cosponsored an evidence-based workshop for our staff and providers that was entitled, "Clinical Considerations in Working with Latino/a/x Populations." The training focused on working with children and their families. Demographic information was provided about Latinx and Spanish-speaking people living in North Carolina.

The workshop also covered key Latinx cultural values and how they affect Latinx families, with a specific focus on how values intersect with treatment. Also addressed were culturally relevant risk factors including immigration, acculturative stress, discrimination, changing family dynamics and language use.

In addition, the training highlighted how mental health is manifested in Latinx populations and how it differs from culture-bound syndromes. The use of translators, educational and academic issues, ethical practices and other related topics also were discussed.

The six-hour workshop was held Nov. 25, 2019, in Randolph County, and was open to staff and providers from throughout the Sandhills Center region.

(continued on page 9)

Dr. Gabriela Livas Stein conducted the training. She is a licensed psychologist and associate professor of clinical psychology within the Department of Psychology at the University of North Carolina-Greensboro. She is the vice president of programming for the Society of Research on Adolescence, and an associate editor for the Journal of Research on Adolescence.

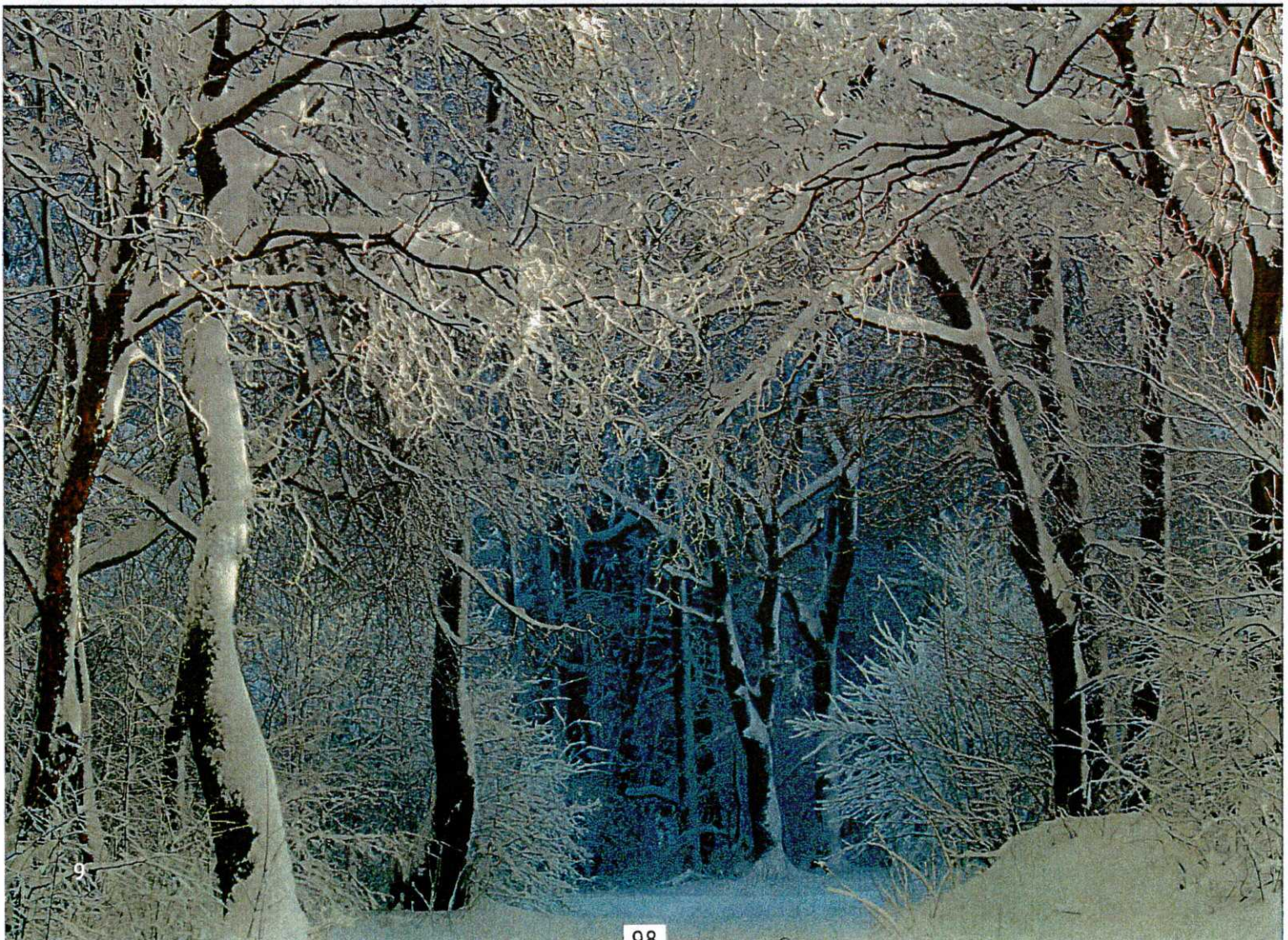
Dr. Stein also specializes in the provision of therapeutic services to Latinx families, and provides training to providers working with Latinx communities.

The workshop was presented by the Southern Regional Area Health Education

Center (AHEC), an affiliate of Duke University Medical Center as part of the North Carolina AHEC program.

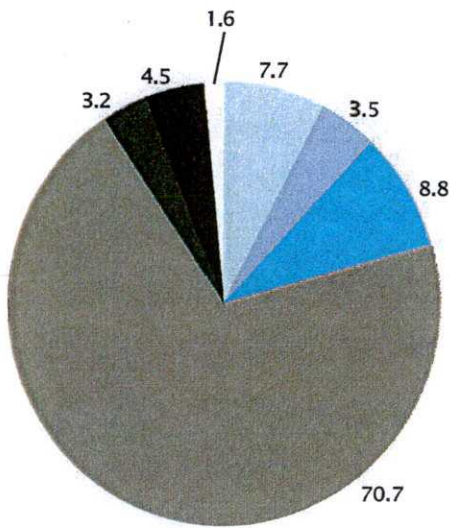
Sandhills Center will maintain our focus on bringing additional culturally-relevant training to our staff and providers in the future.

We also will continue to recognize, respect and respond to the unique, culturally-defined needs of the populations served in the region. We know that culturally-competent health care helps ensure positive interactions and quality of care, and can contribute to the elimination of racial and ethnic health disparities.



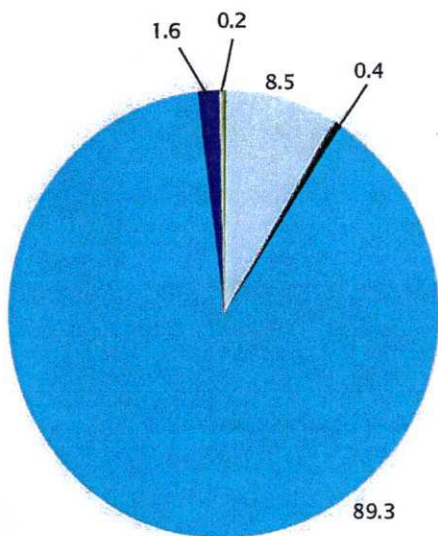
Financials

ANNUAL BUDGET 2019-2020



REVENUES

Medicaid Service Contracts	242,127,597	70.7%
State, Federal Service Funds and Medicaid Flow	26,251,951	7.7%
County General and Other Local	11,959,345	3.5%
I/DD Treatment Planning Administration and MH/SA Treatment Planning	10,984,685	3.2%
Medicaid Administration General and LME Administration	15,170,478	4.5%
Medicaid Reserve Funds	5,465,017	1.6%
Fund Balance	30,419,433	8.8%
TOTAL	342,378,506	100%



EXPENSES

Contracts	305,840,501	89.3%
Personnel	29,207,559	8.5%
Materials and Supplies	436,787	0.2%
Current Obligations/Services	5,554,864	1.6%
Fixed Charges and Capital	1,338,795	0.4%
TOTAL	342,378,506	100%



SANDHILLS CENTER

P.O. Box 9
West End, NC 27376


www.SandhillsCenter.org

www.SandhillsCenterAccess2Care.org

1-800-256-2452

*Sandhills Center is
nationally accredited.*



 **SANDHILLS CENTER**
County Collaboratives
ANSON COUNTY 2019-2020

Crisis Intervention Team (CIT) Training

Sandhills Center cosponsored Crisis Intervention Team training in Anson County during the week of Nov. 4, 2019. Thirteen members of several law enforcement agencies in Anson and surrounding counties graduated from the 40-hour training program, which was held at South Piedmont Community College (SPCC) in Wadesboro.

Participants were officers and deputies representing:

- Anson County Sheriff's Office
- Monroe Police Department
- Stanfield Police Department
- Union County Sheriff's Office
- Waxhaw Police Department
- Wadesboro Police Department

Lt. Steven Kelly of the Wadesboro Police Dept. served as host officer.

Anson County CIT is sponsored through a partnership between Sandhills Center, NAMI-Moore County, Therapeutic Alternatives Inc., SPCC and the Wadesboro Police Department.

CIT training is scheduled again for the week of **May 11, 2020**.

Community Involvement

Sandhills Center has representation on the following collaborations in Anson County:

- Child Fatality Taskforce/Community Child Protection Team
- Children's Collaborative
- Community Care of North Carolina Collaborative
- Crisis Collaborative
- DOJ/RDT Committee Meetings
- Juvenile Crime Prevention Council
- Local Interagency Coordinating Council
- Region 7 Continuum of Care
- School Health Advisory Council
- 2020 Anson Co. CHA Steering Committee

Community Education

We work with Anson County Schools on the NC School Mental Health Initiative.

Monthly family support group meetings and topic-specific workshops are held in Anson County. Examples of topics are:

- Suicide Awareness for DSS Foster Parents
- Teen Self-Harm & Suicidal Ideation
- Depression and Anxiety

Anson County Board of Commissioners

Agenda Item



From: Denise Cannon, Clerk to the Board

Date: April 2, 2020

Subject: Public Addresses to the Board

Presenter: Public (if any)

Request:

Hear from members of the public who signed up to speak.

Background:

There shall be a time set aside at each regular meeting of the Board for public comment. This total time shall not exceed 30 minutes. Each citizen or group who wishes to speak during this time must sign up on a sign-up sheet, giving their name, the organization they represent (if any), address and the subject matter they wish to discuss prior to the start of the meeting. Only the person requesting the presentation may speak, unless otherwise permitted by the Chairman. The Chairman may recognize any citizen to speak to the Board during the course of any meeting if deemed appropriate by the Chairman. A majority vote by the Board may overrule the Chairman if a vote is requested. Each citizen shall be allowed three (3) minutes for their presentation unless the Board, by consensus, grants a greater amount of time. A speaker representing a group of individuals may be allowed five (5) minutes for their presentation. Each speaker, during the Public Comment period, shall be limited to one appearance at each regular meeting of the Board. All citizens are expected to follow proper decorum and shall not use profanity nor defamatory speech. The public is expected to remain seated except when leaving the room, or unless specifically requested by the Chairman of the Board to approach the podium. Only presenters listed on the agenda, or recognized by the Chairman, will be called to the podium to address the Board.

Commissioners are expected not to comment on matters brought to the Board during this time, but to delay action or comment until staff has had an opportunity to research the subject matter and to report necessary and relevant information to all members of the Board.

Financial Impact:

No known financial impact.

Supporting Documentation:

None.

Anson County Board of Commissioners

Agenda Item



From: Sandhill Regional Library System

Date: March 9, 2020

Subject: Appointment of Regional Library Trustee

Presenter: N/A

Request:

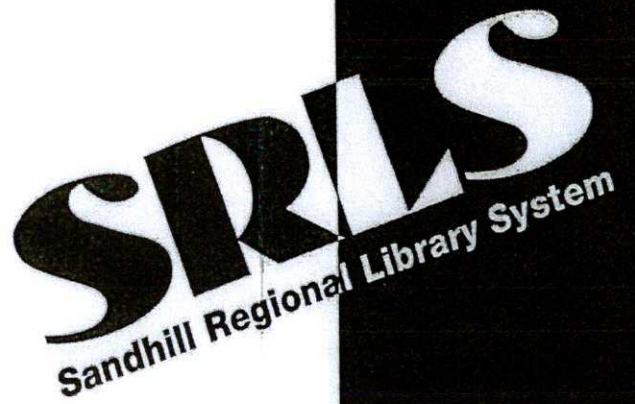
Make a Motion to..... appoint Cynthia Springer to fulfill an unexpired term on the Sandhill Regional Library System's Board of Trustees, representing Anson County.

Background:

Financial Impact:

Supporting Documentation:

Request Letter



March 5, 2020

Anson County Board of Commissioners
101 South Greene Street
Wadesboro, North Carolina 28170

Attention: Board Chair

Johnie Pettiford is no longer fulfilling her position with Sandhill Regional Library System's Board of Trustees as of July 25, 2019 due to attendance issues. Cynthia Springer has agreed to serve the remainder of Mrs. Pettiford's term (expires June 30, 2022).

This request meets the requirement of the State Library's administrative code requiring that regional trustees be members of local boards.

We appreciate your consideration of this appointment and your continued support of our library system.

Sincerely,


Jesse Gibson
Director

Her address:

Cynthia Springer
815 Grassy Island Road
Wadesboro, NC 28170

Anson

Hoke

Montgomery

Moore

Richmond

412 E. Franklin Street

Rockingham NC

28379

910.997.3388

Fax

910.997.2516

www.srls.info

www.srlslibraries.com

Anson County Board of Commissioners

Agenda Item



From: Denise Cannon, Clerk to the Board

Date: April 2, 2020

Subject: County Manager's Report

Presenter: Barron Monroe II, County Manager

Request:

To discuss the following items:

- a. Covid-19 Response

Background:

To hear from the County Manager.

Financial Impact:

No known financial impact.

Supporting Documentation:

Anson County Board of Commissioners

Agenda Item



From: Denise Cannon, Clerk to the Board

Date: April 2, 2020

Subject: Chairman's Report

Presenter: Chairman Ross Streater

Request:

No action needed.

Background:

To hear from the Chairman

Financial Impact:

No known financial impact.

Supporting Documentation:

None.

Anson County Board of Commissioners

Agenda Item



From: Denise Cannon, Clerk to the Board

Date: April 2, 2020

Subject: Commissioners Concerns, Petitions, Announcements, and Comments

Presenter: Board Members (if any)

Request:

No action needed.

Background:

To hear information from Board members.

Financial Impact:

No known financial impact.

Supporting Documentation:

None.

