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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 118**  
**AUGUST 6, 2018**  
**9:00 AM**

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INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

Introduction of New Animal Control Director Elaine B. Smith

Recognition of Commissioner Glenn Adams For Receiving The N.C. Bar Association's 2018 Legal Legends of Color Award

1. APPROVAL OF AGENDA
2. CONSENT AGENDA
  - A. Approval of June 11, 2018 Special Meeting Minutes Pursuant to NCGS 115C-431 and the June 18, 2018 Regular Meeting Minutes
  - B. Approval of FY 2018-2019 Agreement of Conditions and Local Governmental Resolution for Continued Funding of the Governor's Highway Safety Program Grant for Cumberland County Sobriety Court (Funded at 100%)
  - C. Approval of Request to Call a Public Hearing August 20, 2018 for the Edward Byrne Justice Grant Assistance Program
  - D. Approval of Report on the Disposal of Surplus Property Pursuant to N.C.G.S.160A-226(a)
  - E. Approval of Resolution Designating Various Financial Institutions as Official Depositories
  - F. Approval of Induction of 2018 Agricultural Hall of Fame Nominee
  - G. Approval of Resolution to Lease Certain Real Property to Cumberland County Communicare, Inc.
  - H. Approval of Supplemental Agreement with County Tax Services Inc. for Auditing Services
  - I. Approval of Tax Collector's Preliminary Report and Proposed Annual Settlement
  - J. Approval of FY2018-2019 Tax Levy Charge to the Collector
  - K. Approval of Offer to Purchase Surplus Properties Being Located at 4734 Hickory Ridge Road and 4612 Desert Ridge Road

- L. Approval of Offer to Purchase Surplus Property Located at 5404 Cardigon Court, Fayetteville
- M. Approval of Offer to Purchase Surplus Real Property Located at 6330 Beauchamp Drive
- N. Approval of Offer to Purchase Surplus Real Property Located at 1114 Morgan Street, Fayetteville
- O. Approval of Offer to Purchase Surplus Real Property Located at 4745 Camden Road, Fayetteville, NC
- P. Approval of Offer to Purchase Surplus Real Property Located at 4709 Star Rite Ln, Fayetteville, NC
- Q. Approval of Offer to Purchase Surplus Property Located at 803 Barnes St, Fayetteville
- R. Approval of Offer to Purchase Surplus Property Located at 508 Orlando Street, Fayetteville
- S. Approval of Offer to Purchase Surplus Property, Located at 810 Silk Lane, Fayetteville
- T. Approval of Sale of Surplus Real Property Located at 2224 Dixie Trail, Fayetteville
- U. Approval of Southeastern Workforce Strategies, LLC. Contract for the Department of Social Services
- V. Approval of Rejection of Bids for Office Supply Formal RFP #18-5-CTY
- W. Approval of Formal Bid Award for Splash Pad Installation
- X. Approval of Budget Ordinance Amendments for the August 6, 2018 Board of Commissioners' Agenda
- Y. Approval of Cumberland County Facilities Committee Report and Recommendation(s)
  - 1. Memorial Parking Markers
  - 2. Lease Agreement Renewal for the Jernigan Solid Waste Container Site
  - 3. National Flood Insurance Program (NFIP) Community Rating System (CRS) Annual Recertification Progress Report
  - 4. Contract for Exterior Building Repairs at Multiple County Facilities
  - 5. Contract for Stream Debris Removal from Waterways Within the County
  - 6. Approval of Grants of Easements to South River Electric Membership Corporation in Cedar Creek Industrial Park
- Z. Approval of Cumberland County Finance Committee Report and Recommendation(s)
  - 1. Waive Permit Fees
  - 2. Hazard Mitigation Grant Agreement (HMGP) for Two FEMA Approved Projects and Associated Budget Ordinance Amendment #B190017
  - 3. Contract to Purchase Board of Elections Voting Equipment
  - 4. Contract to Provide Tax Software and Associated Budget Ordinance Amendment #B190646



5. Engaging Outside Legal Counsel for DSS Independent Contractor for Children's Services - E. Gurnee and Budget Ordinance Amendment #B190042
6. Engaging Outside Legal Counsel for DSS Independent Contractor for Children's Services - M. Russ and Budget Ordinance Amendment #B190042
7. Request By United Developers, Inc. To Waive Landfill Disposal Fees
8. Participation in the National 2018 Clear the Shelter Event

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

1. Approval of Amendment to the Purchasing Policy to Reflect Updates in the Federal Uniform Procurement Standards

3. ITEMS OF BUSINESS

- A. Presentation on Opioid Support Grant and Consideration of Approval of Associated Budget Ordinance Amendment #B190765 to Reflect Grant Amount
- B. Consideration of the Removal of Coach William McNeill from the Parks and Recreation Advisory Commission

4. NOMINATIONS

- A. Board of Adjustment (3 Vacancies)
- B. Fayetteville Technical Community College (FTCC) Board of Trustees (1 Vacancy)

5. APPOINTMENTS

- A. Appointment of Chairman of ABC Board
- B. Human Relations Commission (2 Vacancies)

6. CLOSED SESSION:

- A. Economic Development Matter(s) Pursuant to NCGS 143-318.11(a)(4)
- B. Attorney Client Matter Pursuant to NCGS 143.318.11(a)(3)
- C. Personnel Matter(s) Pursuant to NCGS 143.318.11(a)(6)

**ADJOURN**

**WATCH THE MEETING LIVE**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, CO.CUMBERLAND.NC.US. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.**

**THE MEETING WILL ALSO BE BROADCAST LIVE ON FAYETTEVILLE/CUMBERLAND EDUCATIONAL TV (FCETV), SPECTRUM CHANNEL 5.**

**IT WILL BE REBROADCAST ON WEDNESDAY, AUGUST 8, AT 7:00 PM AND FRIDAY, AUGUST 10, AT 10:30 AM.**

**REGULAR BOARD MEETINGS:**

**August 20, 2018 (Monday) - 6:45 PM**

**September 4, 2018 (Tuesday) - 9:00 AM**

**September 17, 2018 (Monday) - 6:45 PM**



## **PUBLIC INFORMATION OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 7/29/2018**

**SUBJECT: INTRODUCTION OF NEW ANIMAL CONTROL DIRECTOR ELAINE B. SMITH**

#### **BACKGROUND**

Elaine B. Smith became the county's Animal Control Director on June 25, 2018. Smith was selected for the position after a recruitment process that attracted applicants from across the country.

Prior to her selection, Smith was the Cumberland County Animal Control Enforcement Supervisor in charge of 21 Animal Control officers, animal cruelty investigation coordination and departmental training. She started with the department as an Animal Control Officer. Her professional experience includes working for the N.C. State College of Veterinary Medicine as a supervisor of clinical technicians; a responder with the American Society for the Prevention of Cruelty to Animals; a veterinary practice manager; and a shelter manager for the non-profit Fayetteville Animal Protection Society.

Smith is a graduate of N.C. State University with a bachelor's degree in animal science and is a registered veterinary technician. She also holds an associate degree in veterinary medical technology from Central Carolina Community College and a graduate certificate in veterinary forensic medicine from the University of Florida in Gainesville. Currently, she is enrolled in graduate certificate coursework in Shelter Medicine at the University of Florida.

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

The Board of Commissioners welcomes Animal Control Director Elaine B. Smith to the Cumberland County Leadership Team.



## **PUBLIC INFORMATION OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/1/2018**

**SUBJECT: RECOGNITION OF COMMISSIONER GLENN ADAMS FOR RECEIVING  
THE N.C. BAR ASSOCIATION'S 2018 LEGAL LEGENDS OF COLOR AWARD**

#### **BACKGROUND**

Cumberland County Commissioner Glenn Adams is one of the North Carolina Bar Association's 2018 Legal Legends of Color. Adams received the honor on June 22 at the association's annual meeting in Wilmington.

Commissioner Adams was one of four accomplished attorneys of color to be honored for their leadership and positive impact on North Carolina. Adams has served on the Board of Commissioners since 2014 and was the chairman in 2017.

Adams attended North Carolina Central University School of Law and received his Jurist Doctorate in 1984. He is a senior partner with Adams, Burge and Boughman in Fayetteville.

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

Recognize Commissioner Adams on being named a Legal Legend of Color by the N.C. Bar Association.



## **PRE-TRIAL SERVICES**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CALLIE GARDNER, DIRECTOR OF PRETRIAL SERVICES**

**DATE: 7/27/2018**

**SUBJECT: APPROVAL OF FY 2018-2019 AGREEMENT OF CONDITIONS AND LOCAL GOVERNMENTAL RESOLUTION FOR CONTINUED FUNDING OF THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT FOR CUMBERLAND COUNTY SOBRIETY COURT (FUNDED AT 100%)**

#### **BACKGROUND**

The Cumberland County Sobriety Court was established in September 2010 to respond to our community's need to address the number of high risk defendants charged with alcohol related offenses.

The attached Agreement of Conditions and Local Governmental Resolution must be reviewed and approved by the Board of Commissioners. The Federal Funding for this fiscal year has been approved in the amount of \$99,095, which is 100% of the grant. There is no local match required.

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

Approve the attached Agreement of Conditions and Local Governmental Resolution to finalize the application process of the Sobriety Court Grant for Cumberland County and direct staff to submit the paperwork to the North Carolina Governor's Highway Safety Program.

#### **ATTACHMENTS:**

Description	Type
Local Governmental Resolution	Backup Material
Agreement of Conditions	Backup Material
Traffic Safety Project Contract	Backup Material

(The Applicant Agency)

(The Governing Body of the Agency)

(Governing Body)

Fayetteville

(Name and Title of Representative)

99,095.00

(Federal Dollar Request)

(Local Cash Appropriation)

6. That this resolution shall take effect immediately upon its adoption.

(Chairperson/Mayor)

(Clerk)

DATE \_\_\_\_\_

**North Carolina Governor's Highway Safety Program  
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

**A. Federal Provisions**

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
  - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
  - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
  - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
  - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
  - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
  - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
  - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
  - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
  - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
  - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
  - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
  - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
  - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (i) 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 any 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.

- (ii) 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.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### 6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

#### 7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,



suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
  - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
  - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
  - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
    - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
    - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

## **B. General Provisions**

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
  - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
  - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
  - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
    - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
  - (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
  - (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
  - (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
  - (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
  - (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
  - (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

**14. Out-of-State Travel.**

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

**15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

**16. Conditions for Local Governmental Agencies.**

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

**17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

**18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

**19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

**20. Continued Federal and State Funding.**

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

(b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.

(c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

**27. Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

**28. E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

**29. Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

**30. Agency Fiscal Year.** The end date for the Agency's fiscal year is June 30, 2019.

**31. Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME Amy H. Cannon	TITLE County Manager	ADDRESS P.O. Box 1829 Fayetteville, NC 28301
SIGNATURE	DATE	TELEPHONE NUMBER 910-678-7723
AGENCY AUTHORIZING OFFICIAL		
NAME Melissa Cardinali	TITLE Assistant County Manager	ADDRESS P.O. Box 1829 Fayetteville, NC 28301
SIGNATURE	DATE	TELEPHONE NUMBER 910-678-7724
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME Vicki Evans	TITLE Finance Director	ADDRESS P.O. Box 1829 Fayetteville, NC 28301
SIGNATURE	DATE	TELEPHONE NUMBER 910-678-7750

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

(b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.

(c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

**27. Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

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- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

**30. Agency Fiscal Year.** The end date for the Agency's fiscal year is June 30, 2019.

**31. Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

# North Carolina Governor's Highway Safety Program Traffic Safety Project Contract – Form GHSP-01

## SECTION A – GENERAL INFORMATION

<b>1. Agency:</b> CUMBERLAND COUNTY	<b>4. Contact Person for Agency:</b> Alvin Chestnut
<b>2. Agency Address:</b> PO Box 1829 FAYETTEVILLE, NC 28302-1829	<b>5. Telephone Number: *</b> +1 (910) 321-7123  <b>6. Cell Phone:</b> 910-635-1040
<b>3. Physical Location of Agency *</b> 412 W. Russell St, Fayetteville, NC 28301	<b>7. Email of Contact Person *</b> achestnut@co.cumberland.nc.us
<b>8. Federal Tax ID Number / Type of Agency</b>  Federal Tax ID Number: *56-6000291 DUNS No : *                      088571690 County: *CUMBERLAND COUNTY  Type of Agency <input type="radio"/> State <input type="radio"/> Non-Profit <input checked="" type="radio"/> County <input type="radio"/> Higher Education <input type="radio"/> Municipality <input type="radio"/> Hospital	<b>9. Project Year *</b>  <div style="display: flex; justify-content: space-around;"> <span><input type="radio"/> New</span> <span><input checked="" type="radio"/> Continuation</span> </div> Year: <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4+
	<b>10. Allocation of Funding *</b>  <div style="display: flex; justify-content: space-between;"> <span>Federal % 100.00</span> <span>Local % 0.00</span> </div>

**11. Project Title: \*** Cumberland County Sobriety Coordinator/Community Liaison

Source of Funds			
12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs	\$65,995.00	\$65,995.00	\$0.00
Contractual Services			
Commodities Costs	\$12,000.00	\$12,000.00	\$0.00
Other Direct Costs	\$21,100.00	\$21,100.00	\$0.00
Indirect Costs			
<b>Total Project Costs</b>	<b>\$99,095.00</b>	<b>\$99,095.00</b>	<b>\$0.00</b>

**13. Specify How Non-Federal Share Will Be Provided: \***  
 The second year funding option subtracts the 15% "Local" margin that was applied to the first year's funding. The second year funding option is requesting a 100% "Federal" share.

Project Number: _____	CFDA#: 20. Work Type: _____
-----------------------	--------------------------------

## SECTION B – DESCRIPTION OF PROJECT

**Statement of Problem** ( Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Cumberland county is ranked number four in overall fatalities, ranked number three in alcohol related fatalities, ranked number four in alcohol fatal crashes and ranked number seven in alcohol related serious injuries. Many of these drivers are repeated offenders and present a high risk to our citizens. To target and reduce this population, the Cumberland County Sobriety Court was created to both monitor dangerous pretrial defendants and to focus supervision and treatment for convicted repeated offenders.



**To be completed by law enforcement agencies seeking first year grant:**

Provide the agency's number of sworn officers

Does the agency currently have a dedicated traffic or DWI unit?

Yes ☐ No ☒

If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?

For applicants requesting enforcement grants, please provide the following county fatality rankings:

Information can be located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Overall Fatality Ranking:	
Alcohol Fatality Ranking:	
Unrestrained Fatality Ranking:	
Speed Related Fatalities:	
Other Applicable Rankings: (Specify)	

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 20	Occupant Protection Citations	DWI Citations	Speed Citations
Year 20	Occupant Protection Citations	DWI Citations	Speed Citations
Year 20	Occupant Protection Citations	DWI Citations	Speed Citations

**Goals and Objectives** (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Goal #1: Maintain pretrial monitoring between 80-90 high risk defendants through the end of Fiscal Year 2019

Objectives: (1) Use one or more existing sobriety Court measures- Probation, CAM, Soberlink (SL2), random curfew checks and alcohol testing. Several Intensive Outpatient Treatment Facilities, continuing care through one or more counseling for one or more participant.  
(2) Continue to increase educational awareness aimed at local Colleges and Military Installation on drinking and driving  
(3) Continue to maintain the increase number of alcohol testing, curfew checks to help reduce recidivism within the Community by increasing the number of random alcohol and curfew checks by 20% from 15% and the number of participants from 90-80 by 9/30/2019, this would enable the coordinator a more manageable case load.  
(4) Continue to utilize the DWI comprehensive questionnaire for pretrial and treatment participants upon entry and exit from the program.  
(5) Utilize local Community Service non-profit Agencies, allowing participants the ability to give back to the community with 30 days of being assigned to Sobriety Court through community service.  
(6) Develop and implement computerized record keeping for probation participants.

Goal #2: Maintain treatment monitoring between 20-30 treatment defendants through the end of Fiscal Year 2019

Objectives: (1) Use one or more existing sobriety court measures- Probation, CAM, Soberlink (SL2), random curfew checks and alcohol testing. Several Intensive Outpatient Treatment Facilities, continuing care through one or more counseling for one or more participant.  
(2) Continue to utilize the DWI comprehensive questionnaire for pretrial and treatment participants upon entry and exit the program.  
(3) Develop and Implement computerized record keeping for treatment probationers.  
(4) Utilize a monopoly of Treatment providers, ensuring that participants are receiving alcohol assessment and treatment programs based on the need of the participant for recovery and reduce recidivism within th community

Goal #3: To improve participant and public awareness of the program.

Objectives: (1) Continue to create a Sobriety Advisory Board comprised of civic/community, religion, military, treatment, media, District Court Judge, Public Defender, Assistant District Attorney, Local College Advisors, Manpower Temporary

Services and Fort Bragg, Military Police Brigade

(2) Continue to attend Treatment meetings, Fort Bragg Unit Prevention Leadership Course (UPL), USAR Unit Prevention Leadership Course and Safety Briefing for Soldiers and College students on awareness of drinking and driving

(3) Sobriety Court Team Adopt -A-Highway clean up sign for pretrial and treatment probationers can utilize as community service, giving back to the community.

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- ☒ Reduce NC's traffic-related fatalities by 25% from the 2008-2012 average of 1,317 to 988 by 2020.
- ☒ Reduce NC's alcohol-related fatalities by 35% from the 2008-2012 average of 386 to 251 by 2020.
- ☐ Reduce NC's unrestrained fatalities by 30% from the 2008-2012 average of 407 to 285 by 2020.
- ☐ Reduce NC's speed-related fatalities by 25% from the 2008-2012 average of 479 to 359 by 2020.
- ☐ Reduce NC's young driver-involved fatal crashes by 30% from the 2008-2012 average of 196 to 137 by 2020.
- ☐ Reduce NC's motorcycle fatalities by 25% from the 2008-2012 average of 177 to 133 by 2020.
- ☐ Increase NC's seat belt usage rate 4.4 percentage points to 95% by 2020.

### SECTION C - BUDGET DETAIL

#### Personnel Costs

#	Personnel Position	Salary
1	Sobriety Coordinator	\$50,000.00
2		
3		
4		
5		
6		
7		
8		
9		
10		

Total Salaries Cost: \$50,000.00

#	Personnel Fringe Benefits	Cost
1	Retirement	\$2,955.00
2	Health Insurance	\$7,670.00
3	Workers Comp	\$1,622.00
4	Other Fringe Benefits	\$3,748.00
5		
6		
7		
8		
9		
10		

Total Fringe Benefits Cost: \$15,995.00

Total Personnel Costs: \$65,995.00

#### Contractual Services

#	Contractual Service To Be Provided	Cost
1		
2		

3		
4		
5		
6		
7		
8		
9		
10		
11		

Total Contractual Services:

### Commodities Costs

#	Commodities	Cost
1	Testing supplies, Alcosensor Mouth Pieces, Calibration Gas, Vinyl Gloves	\$6,500.00
2	Bus Tickets	\$3,500.00
3	Office Supplies	\$2,000.00
4		
5		
6		
7		
8		
9		
10		
11		
12		

Total Commodities Cost: \$12,000.00

### Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1				
2				
3				
4				
5				
6				
7				
8				

Total Equipment Cost

#	Other Items and Equipment Direct Cost: (Cost Limited to Less Than \$5000 Per Item)	Cost
1	Telephone line/call phone data connectivity/cellular phone usage	\$600.00
2		
3		
4		
5		
6		

7		
8		
Total Other Items and Equipment Direct Cost:		\$600.00
#	Travel	Cost
1	In-State Travel	\$4,000.00
2	Out-of-State Travel	\$16,500.00
Total Travel Cost:		\$20,500.00
Total Other Direct Costs:		\$21,100.00
<b>Indirect Costs</b>		
#	Indirect Costs	Cost
1		
2		
3		
4		
Total Indirect Costs		
<b>SECTION D – SCHEDULE OF TASKS BY QUARTERS</b>		

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

### Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.



- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

#### First Quarter (October, November, December)

- Establish meeting with Defense Attorney, Advisory Committee and present recommendation to the Sobriety Team.
- Produce quarterly reports on participant admission, non admission and completions
- Attend to speak to several community and religious groups about the operations of Sobriety Court as well as awareness.
- Become apart of the upward bound class from the local college, educating them on DWI awareness and prevention.
- Attend DWI Treatment Court Certification Tune-up in 2019

#### Second Quarter (January, February, March)

- Establish goals, polices and parameters to establish a Sobriety Court Advisory Board.
- Attend to speak at several community groups about Sobriety Court
- Hold first annual meeting of Sobriety Court Team members to assess strengths and weakness relative to provide goals.
- Revise and implement corrective actions in areas where goals were not met.
- Produce a quarterly report on participants admission, non admission and completions.

#### Third Quarter (April, May, June)

- Attend and speak to community groups about the operations of Sobriety Court.
- Conduct Sobriety Court Advisory Board Quarterly reports and findings
- Produce a quarterly report on participants admission, non admission and completions.
- Attend checkpoints developed by local police department
- Attend Lifesavers Conference Louisville KY, 2019

#### Fourth Quarter (July, August, September)

- Team to attend National Association of Drug Court Professionals (NADCP) National Harbor, Maryland in 2019
- Audit testing/CAM/Curfew compliance and report
- Produce a quarterly report on participants admission, non admission and completions.
- Complete the annual report for Fiscal Year 2019 and compare goals.

-Conduct Sobriety Court Team retreat to assess, strategize, and or restructure goals and procedures for Fiscal Year 2019

**Check**

**Save**

**Submit**

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



## **SHERIFF'S OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SHERIFF ENNIS WRIGHT**

**DATE: 8/1/2018**

**SUBJECT: APPROVAL OF REQUEST TO CALL A PUBLIC HEARING AUGUST 20, 2018  
FOR THE EDWARD BYRNE JUSTICE GRANT ASSISTANCE PROGRAM**

#### **BACKGROUND**

The Sheriff's Office is eligible to apply for funding through the Edward Byrne Justice Grant Assistance Program through the United States Department of Justice (USDOD). As part of the USDOD requirements, the public must be offered the opportunity to comment. The Sheriff's Office will publically advertise the grant opportunity in the Fayetteville Observer on August 4, 2018 and is requesting the Board of Commissioners to schedule a public hearing for the Edward Byrne Justice Grant Assistance Program application at the August 20, 2018 Cumberland County Board of Commissioners' Meeting.

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

Approve the request for a Public Hearing to be held on August 20, 2018.

#### **ATTACHMENTS:**

Description

Public Hearing Advertisment

Type

Backup Material



## PUBLIC NOTICE



The Cumberland County Sheriff's Office and the City of Fayetteville Police Department are eligible to apply for the 2018 Edward Bryne Memorial Justice Assistance Grant from the US Department of Justice. The grant totals \$146,619. A public hearing is scheduled for Monday, August 20, 2018 at 6:45 PM at the Cumberland County Courthouse, Room 118, to receive any public comments on this grant.

The Sheriff's Office intends to use these funds to defray the cost of communications to the SBI and FBI databases from deputy's cars. The City of Fayetteville Police Department intends to use the funds for equipment.

FN-0005073547-01

☐ **PROOF O.K. BY:** \_\_\_\_\_ ☐ **O.K. WITH CORRECTIONS BY:** \_\_\_\_\_

**PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE**

### **FN-0005073547-01 (100%)**

ADVERTISER: CUMB CO SHERIFFS OFFICE

PROOF CREATED AT: 7/26/2018 2:38:12 PM

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PUBLICATION: FN-FAYETTEVILLE



## **GENERAL MANAGER INTERNAL SERVICES**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER**

**DATE: 8/2/2018**

**SUBJECT: APPROVAL OF REPORT ON THE DISPOSAL OF SURPLUS PROPERTY  
PURSUANT TO N.C.G.S.160A-226(A)**

#### **BACKGROUND**

On June 15, 1998, the Board adopted a resolution found in the statutes allowing disposal of County “personal property, worth less than \$5,000 per item or group of similar items, which have become obsolete, unusable, economically unrepairable, or otherwise surplus to the needs of the county.”

All items with the exception of one was disposed of at the Ann Street Landfill. Benco Dental is the vendor that provided the new X-ray machine to the Department of Public Health and they recycled the tube head as required by law and disposed of the remainder of the equipment at no cost to the County.

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

That the Board adopts the attached report and that the report be duly recorded in the official minutes.

#### **ATTACHMENTS:**

Description

Surplus Property List

Type

Backup Material



**SURPLUS PROPERTY DISPOSAL LIST****February 1, 2018 - June 27, 2018**

<b>ITEM NO.</b>	<b>PROPERTY DESCRIPTION</b>	<b>RENDERING DEPARTMENT</b>	<b>DISPOSAL METHOD</b>
1	Office Desk	Information Services	Landfill-Ann Street
2	Small Metal File Cabinets	Clerk Of Court	Landfill-Ann Street
3	Large Office Desk	Superior Court	Landfill-Ann Street
4	Kenmore Micorwaves 2	Health Department	Landfill-Ann Street
5	Breast Pumps 15	Health Department	Landfill-Ann Street
6	Sharp VCR	Health Department	Landfill-Ann Street
7	Fornt Counter Desk	Law Library	Landfill-Ann Street
8	TV&Stand	Winding Creek Annex	Landfill-Ann Street
9	Sofa Chair	Winding Creek Annex	Landfill-Ann Street
10	Office Chairs 2	Winding Creek Annex	Landfill-Ann Street
11	Large Big Screen TV	Winding Creek Annex	Landfill-Ann Street
12	Table	Clerk Of Court	Landfill-Ann Street
13	Office Desk	Clerk Of Court	Landfill-Ann Street
14	Filing Cabinets 2	Clerk Of Court	Landfill-Ann Street
15	Large Office Desk	Information Services	Landfill-Ann Street
16	Bookcase	Community Corrections	Landfill-Ann Street
17	Office Chairs 4	Community Corrections	Landfill-Ann Street
18	Lobby Chairs 6	Community Corrections	Landfill-Ann Street
19	Bookcase	Agri Expo	Landfill-Ann Street
20	Spinning Brochure Holder	Agri Expo	Landfill-Ann Street
21	Vending Machine	Agri Expo	Landfill-Ann Street
22	Office Desk 2	Agri Expo	Landfill-Ann Street
23	Office Chairs 8	Child Support	Landfill-Ann Street
24	Lobby Chairs 6	Child Support	Landfill-Ann Street
25	Filing Cabinet, Damaged 1	Clerk Of Court	Landfill-Ann Street
26	Book Self	Clerk Of Court	Landfill-Ann Street
27	Love Seat	Judges Chambers	Landfill-Ann Street
28	Sofa Chair	Judges Chambers	Landfill-Ann Street
29	Chairs 16, Old	Judges Chambers	Landfill-Ann Street
30	Office Desk	Community Corrections	Landfill-Ann Street
31	Computer Tables 2	Community Corrections	Landfill-Ann Street
32	Computer CPU 55	Information Services	Landfill-Ann Street
33	Printers 8	Information Services	Landfill-Ann Street
34	Phones 16	Information Services	Landfill-Ann Street
35	DVR	Information Services	Landfill-Ann Street

# SURPLUS PROPERTY DISPOSAL LIST

February 1, 2018 - June 27, 2018

ITEM NO.	PROPERTY DESCRIPTION	RENDERING DEPARTMENT	DISPOSAL METHOD
36	Computer Monitor 1	Information Services	Landfill-Ann Street
37	Computer Keyboard	Information Services	Landfill-Ann Street
38	Copier	Information Services	Landfill-Ann Street
39	File Cabinets	Health Department	Landfill-Ann Street
40	Rocking Chairs	Health Department	Landfill-Ann Street
41	Dentis Exam Chair	Health Department	Landfill-Ann Street
42	Gender Pan X-Ray Equipment	Health Department	Benco Dental
43	Office Chairs 24	New Courthouse	Landfill-Ann Street
44	Lobby Chairs 18	New Courthouse	Landfill-Ann Street



TRACY JACKSON,  
ASSISTANT COUNTY MANAGER

2/2/18

DATE



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 7/27/2018**

**SUBJECT: APPROVAL OF RESOLUTION DESIGNATING VARIOUS FINANCIAL INSTITUTIONS AS OFFICIAL DEPOSITORIES**

#### **BACKGROUND**

North Carolina General Statute 159-31 requires Board of Commissioner designation of financial institutions as official depositories of County funds. The most recent resolution on file was adopted on October 3, 2005. Since that time, additional banks have opened, some banks have closed and several name changes have occurred. The attached resolution incorporates those financial institution changes.

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

The Finance Director and County Management recommend the Board of County Commissioners adopt the attached resolution.

#### **ATTACHMENTS:**

Description	Type
Resolution Designating Various Financial Institutions as Official Depositories	Backup Material

## **RESOLUTION DESIGNATING VARIOUS FINANCIAL INSTITUTIONS AS OFFICIAL DEPOSITORIES**

**WHEREAS**, THE Cumberland County Board of Commissioners are required to designate official depositories for the deposit of public funds by North Carolina General Statute 159-31; and

**NOW**, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners in regular meeting assembled that:

1. The following financial institutions are hereby designated as official depositories of County funds:

Bank of America, N.A.  
Branch Banking & Trust Company  
Capital Bank  
Carolina Trust Bank  
Coastal Bank & Trust  
F&M Bank (Farmers & Merchants Bank)  
Fidelity Bank  
First Bank  
First Carolina Bank  
First Citizens Bank & Trust  
Lumbee Guaranty Bank  
North Carolina Capital Management Trust  
**PNC Bank (Central Depository)**  
Regions Bank  
Select Bank & Trust  
Southern Bank & Trust Co.  
Wells Fargo Bank, N.A.

2. PNC Bank is hereby designated as the Central Depository.
3. The Finance Officer of this unit shall deposit on a daily basis all funds belonging to Cumberland County which may come into his/her hands as an employee of this unit into an official depository.
4. All checks or drafts on an official depository shall be signed by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by another official of Cumberland County designated for this purpose by the Governing Board. In accordance with the NCGS 159-28.1, the use of facsimile signature machines and signature stamps or similar devices in signing checks and drafts and in signing the preaudit certificate on contracts and purchase orders is authorized.
5. The said Bank Depository shall deposit to the credit of this unit, the proceeds from all checks payable to the order of this unit and that under no circumstances may an item be converted into cash.

*Celebrating Our Past...Embracing Our Future*





## **COOPERATIVE EXTENSION**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: LISA CHILDERS, COUNTY EXTENSION DIRECTOR**

**DATE: 7/25/2018**

**SUBJECT: APPROVAL OF INDUCTION OF 2018 AGRICULTURAL HALL OF FAME  
NOMINEE**

#### **BACKGROUND**

The Cumberland County Agricultural Hall of Fame Committee met on Tuesday, July 24, 2018 and selected Mr. Tony Simpson, as the 2018 nominee for induction into the prestigious Cumberland County Agricultural Hall of Fame. Enclosed is supporting background information on Mr. Simpson.

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

Consider the induction of Mr. Tony Simpson into the Cumberland County Agricultural Hall of Fame.

#### **ATTACHMENTS:**

Description	Type
Tony Simpson 2018 Hall of Fame Bio	Backup Material

5/14/18

**Cumberland County  
Agricultural Hall of Fame  
2018  
Nomination Form  
(Return completed form by June 30, 2018)**

Nominee's Full Name: Tony Derek Simpson

Is the Nominee living? NO If living, please provide the following information:

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

*If deceased, please provide the following information:*

Name of nearest relative: William Jeffrey (Jeff) Simpson

Address: 10725 Clay Fork Hill Road

Roseboro, NC 28382

Phone: (910)624-2559

\_\_\_\_\_

Nominator: Arnold Smith

Address: 11075 Broadwater Bridge Road

Roseboro, NC 28382

Phone: (910)850-7756

Home

Work

\_\_\_\_\_

**Eligibility:**

- Nominee can be living or nominated posthumously.
- Agriculture work/achievements must have been accomplished in Cumberland County.
- Applications must be submitted using the application form (preferably typed).
- Applications must be submitted by the application deadline.
- No more than one (1) candidate will be inducted each year.
- Citizens of Cumberland County are eligible (individual can be a former citizen of Cumberland County as long as they were a citizen during their contribution to agriculture).

**Please complete the following information about the Nominee**

**Please describe the nominee's farming operation/agricultural work:**

Tony Simpson and his brother Jeff were lifelong partners in their tobacco farming operation in the Beaver Dam community. Farming is a long tradition in their family as Tony's father, Bernice Simpson, farmed ten acres of tobacco. Jeff and Tony would follow in their father's footsteps and together expand the farming operation to be known as one of the largest tobacco farms in Cumberland County, with over six hundred acres in production. Tony was instrumental in the expansion of the family farm. His hard work expanded the growth from the ten acres in his childhood to one hundred seventy five acres in 2004, two hundred acres in 2005, two hundred forty acres in 2006, and six hundred acres in 2014. While Jeff handled the management of the farm, Tony's skills of tobacco curing were unprecedented. Since tobacco is one of the most labor intensive crops, Tony put in many long hours of hard work ensuring the success of every tobacco season.

**Please describe the nominee's significant accomplishments and major contributions to agriculture in Cumberland County:**

Working with Cooperative Extension, Tony was instrumental in a test pilot research study conducted through NC State University on Fusarium wilt disease in flue-cure tobacco. This disease had proven to be an increasing problem in southeastern area of Cumberland County. Tony assisted in planting variety trials over a two year period. As a result of Tony's assistance with this study, researchers found a variety of tobacco that exhibited high resistance to the disease; as well as high yield and quality over another variety which has shown resistance in the past. As a result of this field trial, the farmers in Cumberland County are able to plant tobacco varieties that will help increase their yields and profits in fields known to have Fusarium wilt disease problems in the past.

**Total years of service contributing to Cumberland County agriculture:** 31

**Nominee's agricultural leadership roles, honors, awards:** In 2006, Tony was named Cumberland County Farm Bureau's Outstanding Young Farmer of the Year. (see attached)

**Nominee's major civic, religious, or public service contributions:** The Simpson family also owned and operated Beaver Dam Seafood for nearly thirty years. Although Tony tried his hand in the restaurant business, it was no match for his love of farming. Tony loved his family, his friends, and was an avid hunter. He loved to hunt all kinds of game, bear in particular. Not only did he love to hunt in his community, he enjoyed going on hunting excursions around the country with his niece Halee.

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# YOUNG FARMER OF THE YEAR

## A good way of life



Staff photo by Raul R. Rubiera

Tony Simpson and his brother grew about 240 acres of tobacco this year in the Beaver Dam community of southeastern Cumberland County.

**Tony Simpson has found opportunity  
with the expansion of the family tobacco operation  
as the industry undergoes a transformation.**

**By Nomee Landis**  
Staff writer

**BEAVER DAM** — This year's tobacco has all been cut, cured and sold. A few weeks back, the remaining stalks were turned into the ground, and Tony Simpson's job was done.

Simpson has several months now to hunt and travel and, together with his brother Jeff, do some maintenance around the farm and plan for next year's crop. Farming is a good way of life, Tony Simpson says. He likes being his own boss.

Last week, Tony Simpson was

honored by the Cumberland County Farm Bureau as the county's young farmer of the year. Simpson is 40.

George Autry, director of the Cumberland office of the N.C. Cooperative Extension, said the average age of a farmer in the county is 57. According to the U.S. Department of Agriculture's census of agriculture, the average age of the American farmer is 55. So 40 is still young in farming years.

The farm bureau has been honoring young farmers for decades. Autry's records date to 1969. He and his staff suggest

candidates for the prize, and farm bureau leaders choose the winner.

Sherrill Jernigan is president of the Cumberland County Farm Bureau. He said he is thrilled to be able to honor young farmers such as Tony Simpson.

"He's a good farmer. He's an upstanding individual in the community," Jernigan said. "He's got good character, a good reputation. He's just an all-around good person."

Simpson grew up on the land he farms. His daddy, Bernice, farmed it before him. But the tobacco

See **FARMER**. Page 4A



## Farmer

From Page 1A

business has changed dramatically since Tony Simpson was a country boy working in his family's fields.

Back then, his family grew tobacco on about 10 acres. His father and mother, Maude, ran a restaurant, Beaver Dam Seafood. Farming was something they did in their spare time.

Jeff Simpson, who is 48, took an interest in farming out of high school and slowly built up the amount of tobacco the family was growing. Tony joined him after he finished school.

This year, Tony and Jeff Simpson grew 240 acres of tobacco in this rural township in Cumberland County's southeast corner. Since Congress bought out tobacco quota owners and dismantled the federal tobacco price support system in 2004, the Simpsons have ratcheted up their production.

At the time of the buyout, the brothers grew tobacco on 175 acres. Last year, it jumped to 200. Next year, Simpson said, it will remain at about 240 acres.

The Simpsons installed 16 new tobacco curing barns last year, bringing their total to 43. The barns, silver and red, stand in neat rows just off N.C. 210 about a mile from Tony Simpson's home and on the land their father used to farm.

They grow tobacco under contract with Philip Morris, and the company bought all the golden leaf they could produce this year. Simpson said much of their tobacco probably is sold to overseas buyers.

Simpson said the buyout enabled some older farmers to retire or to get out of the tobacco business or to choose another career altogether. That left some gaps that younger growers, such as he and his brother, can fill.

The buyout has dropped the price of American tobacco by about 40 to 50 cents a pound. That was the price that tobacco quota owners would charge farmers to grow their quota. That drop in price, Tony Simpson said, has done what tobacco economists said it would when farmers were pushing for the buyout. It has made American tobacco more competitive on the world market.

That is good news for a younger generation of tobacco farmers. The Simpsons will grow and sell about 600,000 pounds of leaf next year and carry on a family tradition.

Simpson said he tried life in the restaurant business when his parents ran Beaver Dam Seafood. But that business leaves little time for other activities.

During the height of tobacco season, Simpson's hours are long. But having large chunks of time for other pursuits suits him fine, Simpson said.

He plays a little golf. He hunts deer. And he is planning a bear hunt in November.

Staff writer Nomee Landis can be reached at [landisn@fayobserver.com](mailto:landisn@fayobserver.com).



**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 7/6/2018**

**SUBJECT: APPROVAL OF RESOLUTION TO LEASE CERTAIN REAL PROPERTY TO CUMBERLAND COUNTY COMMUNICARE, INC.**

**BACKGROUND**

Cumberland County Communicare, Inc., a local not-for-profit agency that assists people in overcoming mental health problems, substance abuse/chemical dependency, and the trauma of sexual victimization and abuse, wishes to enter into a lease agreement with Cumberland County for 13,994 square feet of office space located at 109 Bradford Avenue in Fayetteville. This agreement contains terms that mirror the prior agreement between Communicare and Cumberland County and will take the place of that agreement which will expire June 30, 2021. The agreement also continues to recognize the in-kind services that Communicare provides to the County. The rent is proposed at an annual rate of \$41,308 and will be for a three-year term.

The Board adopted the required resolution of intent at its May 7, 2018 Regular Meeting, and a notice of intent to enter into a proposed lease was advertised in the *Fayetteville Observer* on May 16, 2018. Adoption of the following resolution will authorize the Chairman to execute the lease.

**RECOMMENDATION / PROPOSED ACTION**

Adopt the following resolution:

The Cumberland County Board of Commissioners finds:

The real property located at 109 Bradford Avenue., Fayetteville, (the old Highsmith-Rainey Hospital) will not be needed for government purposes for the term proposed for the lease of property to Cumberland County Communicare, Inc.;

The Board adopted a resolution of intent to lease the property described herein at its Regular Meeting on May 7, 2018; and

The notice of intent was advertised in the *Fayetteville Observer* on May 16, 2018.

**BE IT RESOLVED** that the Chairman is authorized to execute a lease to Cumberland County Communicare, Inc., a non-profit corporation, for 13,944 square feet of real property located at 109 Bradford Avenue in Fayetteville, NC for a term of three (3) years commencing on July 1, 2018, at an annual rent of Forty-One Thousand Three Hundred Eight Dollars (\$41,308) per year.

**ATTACHMENTS:**

Description	Type
FO Intent to Lease Ad	Backup Material
FY19 Communicare Lease Agreement	Backup Material

**FAYETTEVILLE PUBLISHING COMPANY**

458 Whitfield Street, Fayetteville, NC 28306

Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

**Order Confirmation**

Cumberland County  
Board of Commissioners  
Notice of Intent to Lease Real Property  
Pursuant to NCGS 160A-272  
TAKE NOTICE that at its regular meeting held May 7, 2018, the Cumberland County Board of Commissioners found that the real property described herein will not be needed for government purposes for the term of the lease described herein and adopted a resolution of its intent to approve the lease of 13,944 square feet of office space located at 109 Bradford Avenue in Fayetteville to Cumberland County Communicare, Inc. for up to a three (3) year term, commencing on July 1, 2018, at an annual rent in the amount of forty-one thousand three hundred eight dollars (\$41,308.00) per year. The Board intends to approve this lease at its regular meeting on June 18, 2018.  
Candice White, Clerk to the Board  
5/16 5048217

**Ad Order Number**

0005048217

**Sales Rep.**

0090

**Order Taker**

webFPC

**Order Source**

Web

**Order Invoice Text**

CCBoC 5/7/18 meeting - 109 Bradford /

**Customer**

CUMB CO ATTORNEY'S

**Customer Account**

017971203

**Customer Address**PO BOX 1829, ,  
FAYETTEVILLE NC 28302-0000NULL USA**Customer Phone**

910-678-7762

**Payor Customer**

CUMB CO ATTORNEY'S

**PO Number****Payor Account**

017971203

**Ordered By****Payor Address**PO BOX 1829, ,  
FAYETTEVILLE NC 28302-0000NULL  
USA**Customer Fax**

910-678-7758

**Customer EMail**

mbrooks@co.cumberland.nc.us

**Payor Phone**

910-678-7762

**Special Pricing**

None

**Net Amount**

\$103.04

**Tax Amount**

\$0.00

**Total Amount**

\$103.04

**Amount Due**

\$103.04

**Payment Method****Payment Amount**

\$0.00

**Ad Number**

0005048217-01

**Ad Type**

CL Legal Line

**Ad Size**

: 1.0 X 23 cl

**Color**

&lt;NONE&gt;

**Product**

FO::

401 - Legals

**Run Dates**

5/16/2018

**# Inserts**

1

**Cost**

\$99.59

OL::

401 - Legals

5/16/2018

1

\$3.45

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

**LEASE AGREEMENT**

**Notice of Intent published in the *Fayetteville Observer* on May 16, 2018**

**Approved by the Board of Commissioners on \_\_\_\_\_**

This Lease Agreement, made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **Cumberland County Communicare, Inc.**, a non-profit North Carolina corporation with a place of business at 109 Bradford Avenue, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

**W I T N E S S E T H:**

THAT for and in consideration of the mutual promises hereinafter contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 13,994 square feet of office space located at 109 Bradford Avenue, Fayetteville, NC, and being the same space already occupied by Lessee.

TO HAVE AND TO HOLD said property, together with all privileges and appurtenances thereto belonging including easements of ingress and egress, to the said LESSEE, under the terms and conditions hereinafter set forth:

1. **TERM**: The Lease shall commence the 1<sup>st</sup> day of July, 2018, and unless sooner terminated, continue for three (3) years to June 30, 2021.
2. **RENT**: The rent shall be at an annual rate of FORTY-ONE THOUSAND THREE HUNDRED EIGHT DOLLARS (\$41,308). The rent shall be payable in quarterly installments beginning on July 1st each year.
3. **DEPOSIT**: LESSOR shall not require a security deposit from the LESSEE.
4. **SERVICES**: LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. **PARKING LOT**: LESSEE shall have the right of shared use and enjoyment of the building's parking areas at no charge to the LESSEE.
6. **ASSIGNMENT OR SUB-LEASE**: The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.

7. **USE AND POSSESSION:** It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. **DESTRUCTION OF PREMISES:** In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. **CONDEMNATION:** If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.
10. **INTERRUPTION OF SERVICE:** LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.
11. **LESSOR'S RIGHT TO INSPECT:** The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in

force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.

13. **MAINTENANCE OF STRUCTURE**: LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. **HEATING AND AIR CONDITIONING; JANITORIAL SERVICES**: LESSOR shall provide and maintain heating and air conditioning in good working condition. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. **PERSONAL PROPERTY AND IMPROVEMENTS**: Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.
16. **TAXES**: LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. **NOTICE**: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

**LESSEE:**

Cumberland County, Communicare, Inc.  
Attn: Executive Director  
P.O. Box 87830  
Fayetteville, NC 28304-0030

**LESSOR:**

Cumberland County  
Attn: County Manager  
P. O. Box 1829  
Fayetteville, NC 28302-1829

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

18. **ORDINANCES AND REGULATIONS:** The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.
19. **INDEMNIFICATION:** LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.
20. **REPAIR:** The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
21. **WARRANTY:** The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.
22. **REMEDIES:** If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorneys fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be



deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.

23. **SUCCESSOR AND ASSIGNS:** This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. **ALTERATIONS AND PARTITIONS:** The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. **UTILITIES:** Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.
26. **RISKS OF LOSS:** As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.
27. **DESTRUCTION OF PREMISES:** If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
28. **TERMINATION:** If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.
29. **OCCUPANCY AND QUIET ENJOYMENT:** LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.

30. **MODIFICATION**: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
31. **MERGER CLAUSE**: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed in duplicate originals by their duly authorize officers, the date and year first above written.

LESSEE: CUMBERLAND COUNTY  
COMMUNICARE, INC

ATTEST:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Secretary Executive Director

LESSOR: COUNTY OF CUMBERLAND

ATTEST:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Candice White, Clerk Larry Lancaster, Chair  
Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that Candice White, personally appeared before me this day and acknowledged that she is the Clerk to the Cumberland County Board of Commissioners; that Kenneth Edge is the Chair of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing is the Corporate Seal of said Board; that said instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said Candice White acknowledged the said instrument to be the act and deed of the said Board.

WITNESS MY HAND and seal this the \_\_\_\_ day of \_\_\_\_\_, 2018.

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

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA

\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is Secretary of Cumberland County Communicare, Inc., a nonprofit North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Executive Director, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

My Commission Expires: \_\_\_\_\_.

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

Approved for Legal Sufficiency

\_\_\_\_\_  
Vicki Evans, Finance Officer

\_\_\_\_\_  
County Attorney's Office

( ) Renewable

( ) Non-renewable

Expiration Date: June 30, 2021



## **OFFICE OF THE TAX ADMINISTRATOR**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JOSEPH R. UTLEY, JR., TAX ADMINISTRATOR**

**DATE: 7/23/2018**

**SUBJECT: APPROVAL OF SUPPLEMENTAL AGREEMENT WITH COUNTY TAX SERVICES INC. FOR AUDITING SERVICES**

#### **BACKGROUND**

Under N.C.G.S. 105-299, the Board of County Commissioners may employ appraisal firms, mapping firms or other persons or firms having expertise in one or more of the duties of the assessor to assist the assessor in the performance of these duties. In the employment of these firms, primary consideration must be given to one of the firms registered with the Department of Revenue (NCDOR) pursuant to N.C.G.S. 105-289(I). Currently there are only 5 firms registered with NCDOR. Auditing firms are employed to conduct compliance audits of business personal property and gross receipts returns that are subject to property taxes in Cumberland County.

The Cumberland County Board of Commissioners approved the original contract for the auditing firm, County Tax Services, Inc. at the August 18, 2014 commissioners meeting (Services Agreement CTSI-072014). N.C.G.S. 105-299 establishes the fee scale for compensation.

The approved FY2019 budget, designated an amount not to exceed \$325,500 to continue providing auditing services for Cumberland County Tax Administration by County Tax Services, Inc. Board of Commissioner approval of Supplemental Agreement CTSI-07022018 is required to reflect the approved budgeted amount and continued auditing services.

The County Attorney requests that any amendments to original contracts be approved by the Board of Commissioners to be legally sufficient.

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

Approve Supplemental Agreement #CTSI-07022018, which continues the auditing processes as approved in

the original Services Agreement #CTSI-072014.

**ATTACHMENTS:**

Description

Type

Supplemental Agreement

Backup Material

Approval of and copy of Original Service Agreement

Backup Material

**NORTH CAROLINA  
CUMBERLAND COUNTY**

**SUPPLEMENTAL  
AGREEMENT 07022018**

**THIS SUPPLEMENTAL AGREEMENT** is made and entered this 2<sup>nd</sup> day of **JULY 2018**, by and between the **COUNTY OF CUMBERLAND** (hereinafter referred to as “**County**”), and **County Tax Services, Inc.** (hereinafter referred to as “**CTSI**”), a North Carolina Corporation having its registered office in Raleigh, North Carolina.

**WITNESSETH:**

THAT WHEREAS, the County and CTSI previously entered into a contract dated July 21, 2014, #CTSI 072014, for the provision of Auditing of Business Personal Property Listings and Gross Receipts, which can include, but not limited to; Occupancy Tax Listings, Prepared Food & Beverage Listings and Vehicle Rental Listings, as authorized by the North Carolina General Statutes, and said contract was approved by the Cumberland County Board of Commissioner’s at its August 18, 2014 meeting (hereinafter the “**Original Agreement**”) and

WHEREAS, the County and CTSI desire to renew the Original Agreement, which provides for additional services by use of a Supplemental Agreement (as stated in IV, C, page 4, “Term of Agreement” section of the Original Agreement), while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby renewed through **June 30, 2019**.
  2. The total fees for services under this Supplemental Agreement **shall not exceed \$325,500**.
  3. The fee paid per account audited will be based on the **2018** Business Personal Property Assessed Tax Value.
  4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Supplemental Agreement. In the event there is a conflict between the Original Agreement and this Supplemental Agreement, this Agreement shall control.
  5. This Supplemental Agreement must be approved by the Cumberland County Board of Commissioners, pre-audited by the Finance Department for compliance with the Local Government Budget and Fiscal Control Act, be approved for legal sufficiency by the County Attorney’s Office and signed by the Tax Administrator and County Tax Services, Inc.
- A. E-VERIFY:** CTSI shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CTSI utilizes a subcontractor, CTSI shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- B. Iran Divestment Act Certification:** “CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if CONTRACTOR utilizes a

subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.”

**C. BUDGET LINE:** All monies paid for services under this Supplemental Agreement shall be paid from 1014152-533101 as approved in the FY19 fiscal budget.

**IN WITNESS WHEREOF**, the parties have expressed their agreement to these terms by causing this Supplemental Agreement to be executed by their duly authorized office or agent. The services under this Supplemental Agreement shall be effective as of **JULY 2, 2018**.

### CUMBERLAND COUNTY BOARD OF COMMISSIONERS

Authorized Signature – BOC Chairman

Date

COUNTY TAX SERVICES, INC.	COUNTY OF CUMBERLAND
By: <i>Tonia Bourn</i>	By: <i>Joseph R. Utley, Jr.</i>
Print Name: <i>Tonia Bourn</i>	Print Name: Joseph R. Utley, Jr.
Title: <i>President</i>	Title: Tax Administrator
Date: <i>7/5/18</i>	Date: <i>7/2/18</i>

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

Approved for Legal Sufficiency:

By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Approved by County Manager:

By:
Print Name:
Title:
Date:

CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
MONDAY, AUGUST 18, 2014 – 6:45 PM  
117 DICK STREET, 1<sup>ST</sup> FLOOR, ROOM 118  
REGULAR/REZONING MEETING  
MINUTES

PRESENT: Commissioner Jeannette Council, Chairman  
Commissioner Kenneth Edge, Vice Chairman  
Commissioner Charles Evans  
Commissioner Marshall Faircloth  
Commissioner Jimmy Keefe  
Commissioner Billy King  
Commissioner Ed Melvin  
Amy Cannon, County Manager  
James Lawson, Deputy County Manager  
Melissa Cardinali, Assistant County Manager  
Rick Moorefield, County Attorney  
Sally Shutt, Government Affairs Officer  
Brenda Jackson, Department of Social Services Director  
Tom Lloyd, Planning and Inspections Director  
George Hatcher, Code Enforcement Officer  
Joan Fenley, Code Enforcement Officer  
Amy Hall, Public Utilities Division  
Lisa Childers, Cumberland County Extension Director  
Candice White, Clerk to the Board  
Kellie Beam, Deputy Clerk to the Board  
Press

Chairman Council called the meeting to order.

INVOCATION / PLEDGE OF ALLEGIANCE

Commissioner King provided the invocation followed by the Pledge of Allegiance to the American flag led by Joshua D. Morrissey, fourth grader at Lake Rim Elementary School.

Recognition of Mr. Willie S. Geddie, Longtime Volunteer Inducted into State 4-H Hall of Fame

Chairman Council called on Lisa Childers, Cumberland County Extension Director, who recognized Willie S. Geddie, Cumberland County 4-H Volunteer, for his induction into the North Carolina 4-H Hall of Fame. Ms. Childers stated Mr. Geddie was inducted June 23 during the N.C. 4-H Congress at the McKimmon Center on the campus of North Carolina State University.

Ms. Childers stated Mr. Geddie was nominated by Cumberland County Cooperative Extension and was inducted into the state 4-H Hall of Fame by the North Carolina 4-H Alumni and Friends Association. Ms. Childers stated the association established the Hall of Fame as a way to specifically recognize



Farms will send their profits to the corporate office while the property values of citizens in the area will be reduced. Ms. Smith expressed concern for the effects Sanderson Farms will have on health, the environment and the river.

Bill Hurley – Mr. Hurley stated a lot of work has been put into improving the image of Fayetteville/Cumberland County over the past twenty-five years and what has been achieved has not been easy. Mr. Hurley stated he does not want Fayetteville to be known as the Chicken Plant of America and although there may be a need for jobs, he does not want the plant in the backyard of Fayetteville/Cumberland County.

Jerry Reinoehl – Mr. Reinoehl stated Sanderson Farms chicken processing plant will bring 1,000 jobs to the area and opponents are making negative and inaccurate claims and pushing their own agendas without a lot of research to back it up. Mr. Reinoehl stated employment opportunities are needed for those who want to be productive members of our community and any decisions that are to be made should be based on facts.

Willie Cooper – Mr. Cooper stated he is retired military and after hearing about Fayetteville's future plans while he was on active duty, he decided to stay in Fayetteville. Mr. Cooper stated the Sanderson Farms project deviates from what he thought would be happening in Fayetteville and had he known, he would not have decided to stay in Fayetteville.

Chairman Council thanked everyone for their comments and stated the Board of Commissioners understands the concerns that have been expressed. Chairman Council stated should the Board decide to entertain this project, there will have to be a public hearing on the matter so citizens will have an opportunity to speak and share their opinions. Chairman Council stated at that time, the facts will be presented and everyone will be heard before a decision is made. Chairman Council stated the Board must look at all sides of every issue and will consider all costs and benefits before making a final decision on anything of this magnitude. Chairman Council stated at present, the county is just vetting the plant and the possibility of such a project.

1. Approval of Agenda

MOTION: Commissioner Melvin moved to approve the agenda.

SECOND: Commissioner King

VOTE: UNANIMOUS (7-0)

2. Consent Agenda

A. Approval of minutes for the July 28, 2014 Special Meeting for the Consideration of Resolutions Endorsing NCDOT Installation of Road Improvements and the August 4, 2014 Regular Meeting

B. Approval of Contract with Existing Vendor to Meet New Legislative Requirements

**BACKGROUND:**

Previously County Tax Services, Inc. was compensated for services performed based on a percentage or contingency fee basis. A revision of N.C. 105-299 states that any person or firm employed to assist the assessor in the performance of the assessor's duties may not be compensated, in whole or in part, on a contingent fee basis or any other similar method that may impair the assessor's independence or the perception of the assessor's independence by the public. This contract establishes a graduated fee scale for each audit assigned. Under G.S. 105-299, the Board of County Commissioners may employ appraisal firms, mapping firms or other persons or firms having expertise in one or more of the duties of the assessor to assist the assessor in the performance of these duties. In the employments of these firms, primary consideration must be given to the firms registered with the Department of Revenue pursuant to G. S. 105-289(i). Auditing firms are employed for the purpose of auditing business personal property returns and gross receipts subject to property tax in Cumberland County. These audits are performed in accordance with professionally accepted auditing and accounting standards.

**RECOMMENDATION/PROPOSED ACTION:**

Approve the following contract that establishes a set fee per audit performed by County Tax Services, Inc. to be in compliance with North Carolina Property Tax Statutes.

The County Attorney has indicated the contract is legally sufficient only if approved by the Board of Commissioners because the statute requires the Board's authorization to enter into the contract.

NORTH CAROLINA  
CUMBERLAND COUNTY

COUNTY TAX SERVICES, INC.  
SERVICES AGREEMENT  
Agreement Number CTSI-072014

This Service Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
between the  
County of Cumberland, (Hereinafter "COUNTY"), a political subdivision of the state of  
North Carolina, and County Tax Services, Inc. (Hereinafter "CTSI") a North Carolina Corporation having  
its registered office in Raleigh, North Carolina.

**WITNESSETH**

WHEREAS, COUNTY desires to obtain audit services on Business Personal Property Tax Listings (Section "A") and Gross Receipts (Section "B"), which can include, but not limited to; Occupancy Tax Listings, Prepared Food & Beverage Listings and Vehicle Rental Listings, as authorized by the North Carolina General Statutes; and

WHEREAS, CTSI agrees to provide said audit services for COUNTY pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the promises mutually herein exchanged, the parties agree as follows:

I. SECTION A

BUSINESS PERSONAL PROPERTY

1. AUDITING SERVICES

CTSI agrees to provide to COUNTY auditing services on Business Personal Property Tax Listings.

CTSI will:

- A. Make copies of the Business Personal Property Tax Listings according to the Tax Administrator's instructions on accounts selected for audit.
- B. Prepare an introduction letter on COUNTY letterhead and provide the letter to the Tax Administrator for signature and timely mailing.
- C. Make an appointment with the selected businesses for a Business Personal Property Tax audit to be performed and perform on-site inspections when applicable.
- D. Inform the Tax Administrator of the audit findings after the audit is completed, and provide adequate work papers to support all audits, whether there is a discovery or no discovery.
- E. Upon COUNTY approval of the audit, prepare a discovery letter pursuant to G.S. §105-312, a no discovery letter, or other letters as directed by the COUNTY, on COUNTY letterhead, together with a copy of the work papers, for the Tax Administrator's signature and mailing to the taxpayer.
- F. Agree to be accompanied by COUNTY personnel on any local audits to assist in training for ongoing audit activities.
- G. Answer all questions of COUNTY regarding any audit performed by CTSI and to assist the COUNTY in preparing for any appeal as provided in section 2 below.
- H. Maintain confidentiality of all taxpayer information and other information provided to CTSI by the COUNTY to the extent required of the COUNTY under all applicable state and federal law.

2. AUDIT APPEALS

If any audit performed by CTSI enters the appeals process, CTSI will:

- A. Appear at meetings with taxpayers or their representatives concerning the information identified in the audit.
- B. Provide testimony and evidence at hearings before the County Tax Assessor, Board of County Commissioners, North Carolina Property Tax Commission or other appeal level hearing concerning the information identified in the audit.

3. RESPONSIBILITY OF COUNTY

COUNTY will:

- A. Make available to CTSI legible Business Personal Property Tax Listings for the purpose of making copies.
- B. Provide CTSI with COUNTY letterhead and envelopes.
- C. Sign and mail approved letters to the taxpayers in a timely manner.
- D. Provide postage for mailing audit correspondence from COUNTY to the taxpayer.

- E. Inform CTSI if any of the ongoing audits enter the appeals process or if any taxpayer sends COUNTY any additional information that may be vital to the audit.
- F. Provide the North Carolina Department of Revenue with the proper statement of confidentiality as required under the provisions of NCGS 105-296 for the personnel of CTSI.
- G. Provide to CTSI a notarized authorization letter giving authority to conduct audits on behalf of COUNTY.
- H. Compensate CTSI for AUDITING SERVICES and CONSULTING SERVICES performed under this Agreement as stated in Section A, Item 4; COMPENSATION.

4. COMPENSATION

A. For AUDITING SERVICES provided by CTSI under this Agreement, COUNTY agrees to compensate CTSI as follows:

1. Fee Determination

- a. For auditing services provided by CTSI, County will pay to CTSI a fee in accordance with the schedule shown below.

\*The fee paid per account will be based on utilizing the 2013 Business Personal Property assessed tax value.

Size	* Assessed Tax Value	Fee Per Acct#
S-0	0 – 49,999	400.00
S-1	50,000 - 399,999	600.00
S-2	400,000 - 999,999	1,000.00
S-3	1,000,000 - 4,999,999	2,000.00
S-4	5,000,000 - 14,999,999	6,000.00
S-5	15,000,000 - 29,999,999	10,000.00
S-6	30,000,000 - 49,999,999	15,000.00
S-7	50,000,000 up	TBD

- b. For audit categories S-0 through S-7 CTSI's services will include the performance of the audit and all levels of the appeal process until the audit is resolved.

2. Invoicing Procedures

- a. CTSI will invoice the COUNTY thirty (30) days from the date of a discovery letter, no discovery letter, or other letter as directed by the COUNTY, informing the taxpayer of the audit findings.
- b. Fees paid under this agreement will be billed according to the number of audits completed, the size indicated by the Total Assessed Tax Value and the fee indicated in the schedule listed above.

B. FOR CONSULTING SERVICES COUNTY agrees to compensate CTSI as follows:

For consulting services provided by CTSI under this Agreement, COUNTY will pay to CTSI One Hundred Dollars and No Cents (\$100.00) per hour. Consulting fees will be

invoiced at the end of each month. All consulting fees must be pre-authorized by the Tax Administrator or his authorized agent prior to services being rendered.

## II. SECTION B

## GROSS RECEIPTS

### 1. AUDITING SERVICES

CTSI agrees to provide to COUNTY auditing services on Gross Receipts, which can include, but not limited to; Occupancy Tax Listings, Prepared Food & Beverage Listings, Vehicle Rental Listings and Heavy Equipment Rental Listings.

CTSI will:

- A. Make copies of the assigned tax listings from the COUNTY for Gross Receipts audits according to the Tax Administrator's instructions on accounts selected for audit.
- B. Prepare an introduction letter on COUNTY letterhead and provide the letter to the Tax Administrator for signature and timely mailing.
- C. Make an appointment with the selected businesses for a Gross Receipt tax audit to be performed and perform on-site inspections when applicable.
- D. Will review the revenues and gross receipts on these taxpayers' financial statements and N. C. Sales Tax Returns and compare them with the monthly listing forms filed with the COUNTY to verify accuracy.
- E. Provide a report of facts & findings along with worksheets to COUNTY and prepare a Proposed Notice of Assessment Letter to the taxpayer for our auditor's signature.
- F. Agree to be accompanied by COUNTY personnel on any local audits to assist in training for ongoing audit activities.

### 2. AUDIT APPEALS

If any audit performed by CTSI enters the appeals process, CTSI will:

- A. Appear at meetings with taxpayers or their representatives concerning the information identified in the audit.
- B. Provide testimony and evidence at hearings before the County Tax Assessor, Board of County Commissioners, North Carolina Property Tax Commission or other appeal level hearing concerning the information identified in the audit.

### 3. RESPONSIBILITY OF COUNTY

COUNTY will:

- A. Make available to CTSI legible monthly Gross Receipt Tax listing forms on each applicable taxpayer to be reviewed.
- B. Provide reports to CTSI that confirms the amount of tax already listed and assessed by COUNTY on each listing under review.
- C. Upon receipt of a fact & findings letter from CTSI, COUNTY will send to the taxpayers under review a notice of discovery or no-discovery, in a timely manner.
- D. Provide postage for mailing audit correspondence from COUNTY to the taxpayer.



- E. Provide the North Carolina Department of Revenue with the proper statement of confidentiality as required under the provisions of NCGS 105-296 for the personnel of CTSI.
- F. Provide to CTSI a notarized authorization letter giving authority to conduct Gross Receipt tax audits on behalf of COUNTY.
- G. Compensate CTSI for AUDITING SERVICES performed under this Agreement as stated in Section B, Item 4; COMPENSATION.

#### 4. COMPENSATION

For Services provided by CTSI under this agreement, COUNTY agrees to compensate CTSI as follows:

- A. For AUDITING SERVICES provided by CTSI under this Agreement, COUNTY agrees to compensate CTSI as follows:
  - 1. Fee Determination
    - a. For auditing services provided by CTSI, County will pay to CTSI a Gross Receipts audit fee in the amount of \$400.00 for each account.
    - b. Audit services will include the performance of the audit and all levels of the appeal process until the audit is resolved.
  - 2. Invoicing Procedures
    - a. CTSI will invoice the COUNTY thirty (30) days from the date of a discovery letter, no discovery letter, or other letter as directed by the COUNTY, informing the taxpayer of the audit findings.
    - b. Fees paid under this agreement will be billed according to the number of audits completed.

### III. CONSULTING SERVICES

- A. For consulting services provided by CTSI under this Agreement, COUNTY will pay to CTSI One Hundred Dollars and No Cents (\$100.00) per hour. Consulting fees will be invoiced at the end of each month. All consulting fees must be pre-authorized by the Tax Administrator or his authorized agent prior to services being rendered.
- B. Consulting services include any services requested by COUNTY that are not, as AGREED BETWEEN COUNTY AND CTSI, part of the original scope of this agreement. This can include services on audits which have been finalized, but where additional information that was not covered in the original audit is requested by COUNTY.
- C. CTSI will maintain an hourly time sheet on any consulting services performed for COUNTY to be billed to COUNTY on a monthly basis if this service is required.

### IV. TERM OF AGREEMENT

- A. The total amount of fees billed under this Services Agreement cannot exceed \$ \_\_\_\_\_. All fees will be earned and paid in accordance with the terms of this Agreement.
- B. County may from time to time request additional auditing services from CTSI, which may exceed the amount stated in IV, A above. This Original Agreement allows for

additional auditing services to be obtained by the use of a Supplemental Agreement. The maximum amount of funds available for audit purposes will be stated in item #2 of each Supplemental Agreement. Each Supplemental Agreement will require approval by the Finance Department for compliance with the Local Government Budget and Fiscal Control Act, be approved for legal sufficiency by the County Attorney's Office and signed by the Tax Administrator and CTSI.

- C. This Original Agreement will become effective from the date of this Agreement and, unless cancelled by either party, will remain in effect thru June 30, 2015 (aka. Fiscal Year 2015). At the expiration of Fiscal Year 2015 the contract will automatically continue in effect thereafter on a year to year basis and can be renewed with a Supplemental Agreement as outlined in IV, B above. This will allow for the audit program to continue without interruption.
- D. This Agreement is cancelable at any time by either party upon thirty (30) days written notice.
- E. In the event of cancellation by either party, all audits assigned to CTSI as of the date of cancellation shall be completed by CTSI and all fees for completed audits shall be payable in accordance with the terms as provided by this Agreement.

V. PROPRIETARY RIGHTS

COUNTY agrees that the proprietary rights to the computer database and spreadsheet systems that CTSI has developed for auditing Business Personal Property Tax Listings will remain the property of CTSI.

VI. GENERAL

- A. This Agreement will be governed by the laws of the State of North Carolina.
- B. This Agreement is not assignable, by either party, by operation of law or otherwise.
- C. Should any provision, portion or application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.
- D. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties, and no purposes of interpretation shall be made to the contrary.
- E. This Agreement including any attachments, will constitute the entire understanding between COUNTY and CTSI and will supersede all prior understandings and agreements relating to the subject matter hereof. Any modification, revision or amendment to this Agreement must

be in  
writing and executed by both parties. This Agreement may not be orally modified.

- F. COUNTY acknowledges that it has read this Agreement, understands it, and agrees to be bound  
by its terms and conditions.

## VII. NOTICES

Notices to be given or submitted by either party to the other, pursuant to this Agreement, will be sufficiently given or made in writing and sent by certified mail, postage prepaid to:

CTSI:  
County Tax Services, Inc.  
3733 National Drive, Ste 125  
Raleigh, NC 27612

COUNTY:  
Cumberland County  
117 Dick St., Courthouse 5<sup>th</sup> Floor  
Fayetteville, NC 28302

- C. Approval of Bid Award to Internet Engineering for Networking Equipment for the Information Services Department

### BACKGROUND:

Formal bids were received in Purchasing for Networking Equipment for the Information Services Department.

Two bids were received. They were as follows:

Internet Engineering	\$133,432.55
Howard Technology	\$252,123.00

### RECOMMENDATION / PROPOSED ACTION:

Purchasing supports the recommendation of Information Services in awarding the bid to Internet Engineering in the amount of \$133,432.55 for Networking Equipment for Information Services.

- D. Approval of Cumberland County Facilities Report and Recommendations:

- 1) Approval of FTCC's Request to Utilize Space at Spring Lake Family Resource Center

### BACKGROUND:

Within the last month, the County has received two separate requests from representatives at Fayetteville Technical Community College (FTCC) for the use of space within the Spring Lake Family Resource Center to conduct continuing education classes.

On Wednesday, July 30<sup>th</sup>, the Engineering and Infrastructure Director met with representatives from FTCC to review the space that could possibly be utilized to conduct the classes that FTCC is proposing. There is a small conference room along with a larger conference room located in the facility. Currently the Health Department and Social Services are located within the building and utilize the larger conference room for training and meetings. The smaller conference room is very rarely used and according to FTCC, this area could be utilized for the class that meets daily. The larger conference



WHEREAS, multiple governments, nonprofit, and faith-based organizations, as well as concerned individual citizens of Fayetteville currently provide leadership, philanthropy, advocacy, and dedication to end human trafficking in the County of Cumberland and North Carolina.

NOW, THEREFORE, WE, the Cumberland County Board of Commissioners, do hereby honorably proclaim August 24 – 30, 2014 to be

HUMAN TRAFFICKING AWARENESS WEEK

Adopted this 18<sup>th</sup> day of August 2014.

J. Budget Revisions:

(1) Library Grants

Revision in the amount of \$8,684 to rebudget remainder of LSTA NC Cardinal Grant from FY2014 to FY2015, not yet received. (B15-034)  
Funding Source - State

(2) Senior Aides

Revision in the amount of \$14,004 to reconcile county budget with state allocations for FY2015. (B15-038) Funding Source - State

✓ **MOTION:** Commissioner King moved to approve consent items 2.A. – 2.J.(2)

**SECOND:** Commissioner Melvin

**VOTE:** UNANIMOUS (7-0)

3. Public Hearings

Uncontested Rezoning Case

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

- A. Case P14-26: Rezoning of 1.92+/- acres from A1 Agricultural to R40 Residential, or to a more restrictive zoning district, located at 1105 John McMillan Road, submitted by Brian S. and Lisa M. Alger (owners).

Staff Recommendation: 1st Motion: Find the request consistent with the LUP and approve and adopt the reasonableness statement; 2nd Motion: Approve R40  
Planning Board Recommendation: Approve Staff Recommendation

- B. Case P14-30: Rezoning of 2.65+/- acres from R6 Residential to C2(P) Planned Service and Retail, or to a more restrictive zoning district, located at 1223 Andrews Road, submitted by Jacqueline C. Andrews (owner).



## **OFFICE OF THE TAX ADMINISTRATOR**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JOSEPH R. UTLEY, JR., TAX ADMINISTRATOR**

**DATE: 7/23/2018**

**SUBJECT: APPROVAL OF TAX COLLECTOR'S PRELIMINARY REPORT AND  
PROPOSED ANNUAL SETTLEMENT**

#### **BACKGROUND**

North Carolina General Statutes, Section 105-373 requires the Tax Collector of Cumberland County after the 1<sup>st</sup> day of July of each year to render a preliminary report to the Board of County Commissioners concerning persons whose tax liabilities remain unpaid and to propose an annual settlement of taxes charged to him for collection for the past year. The Tax Collector has submitted such preliminary report and proposed settlement. The preliminary report consists of (i) a list of persons owning real property whose taxes for the tax year of 2017-2018 remain unpaid, (ii) a list of the persons not owning real property whose taxes for the year 2017-2018 remain unpaid (the proposed insolvent list), and (iii) a statement under oath by the Tax Collector that he has made diligent efforts to collect such taxes. The proposed settlement consists of the amounts of taxes with which the Tax Collector has been charged for the year and the amounts of credits against such charges, the real and personal property tax balance is charged to the forthcoming tax year. See Exhibits A, B and C in the County Clerk's Office.

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

The statute requires the Board to review the preliminary report, determine the insolvent list to be entered into the minutes, credit the Tax Collector with the insolvent list and make a settlement, i.e., approve or correct the proposed settlement. The Legal Department has reviewed for legal sufficiency. Propose that the Board adopts the resolution attached as Exhibit D.

#### **ATTACHMENTS:**

Description	Type
Exhibit D Resolution for Report & Annual Settlement	Backup Material
2017 County Settlement	Backup Material
2017 Settlement Barred Report	Backup Material

## **EXHIBIT D**

Resolution accepting preliminary report of the Tax Collector, crediting the insolvent list, and approving proposed annual settlement.

Whereas, North Carolina General Statutes, Section 105-373, requires the Tax Collector of Cumberland County after the 1<sup>st</sup> day of July of each year to render a preliminary report to the Board of County Commissioners concerning persons whose tax liabilities remain unpaid and to propose an annual settlement of taxes charged to the Tax Collector for collection for the past ten years; and

Whereas, the Tax Collector has submitted such preliminary report and proposed settlement.

Now therefore, the Board of Commissioners of Cumberland County hereby resolves:

1. That the preliminary report of the Tax Collector of Cumberland County, consisting of (i) a list of persons owning real property whose taxes for the preceding fiscal year 2017-2018 remain unpaid and the principal amount owned by each person; (ii) a list of the persons not owning or who have not listed real property whose taxes for the preceding fiscal tax year 2017–2018 remain unpaid and the principal amount owned by each person (the proposed insolvent list) and (iii) a statement under oath by the Tax Collector that he has made diligent efforts to collect such taxes, be and it hereby is, accepted;
2. That the Board hereby finds that the persons in the list of those that do not own or have not listed real property are insolvent as that term is used in G.S. 105-373, directs that the list of such person be entered into the minutes of the meeting of the Board as the insolvent list, and further directs that the amounts in such list be, and hereby are, credited to the Tax Collector in his annual settlement;
3. That the proposed settlement of the Tax Collector, appended hereto, for taxes in his hands for collection for the fiscal tax year 2017-2018, be and it hereby is, approved and that he be, and thereby is, charged with the amounts set forth in the settlement under the heading “Charges” and credited with the amounts set forth in the settlement under the heading “Credits”.



OFFICE OF THE TAX ADMINISTRATOR

County Settlement

June 30, 2018

**Charge:**

Real and Personal Charge 2017	\$	175,236,625.76
Vehicles Charge 2017	\$	138,248.82
Added Charge Real & Personal 2017	\$	1,260,935.39
Added Charge Vehicles 2017	\$	18,887.25
Solid Waste 2017	\$	5,829,992.00
Added Solid Waste 2017	\$	224.00
Total Tax Interest	\$	604,183.61
Added Charge Advertising Cost 2017	\$	46,407.50
County Demolition Fee	\$	24,191.27
Interest Collected County Demolition	\$	-
Certified Mail Fee Collected	\$	4,086.17
Garnishment Fee Collected	\$	98,248.95
Return Check Processing Fee Collected	\$	-
Worthless Check Penalty Collected	\$	9,147.76
Legal Fees	\$	7,833.85
Prepared Food & Beverage Tax Collected	\$	6,768,906.40
Prepared Food & Beverage Tax Collected Interest & Penalty	\$	42,787.16
Room Occupancy Tax Collected	\$	6,101,463.30
Room Occupancy Tax Collected Interest & Penalty	\$	18,253.38
County Gross Receipts Vehicle Tax Current Year	\$	610,335.11
County Gross Receipts Vehicle Tax Interest & Penalty	\$	17.74
County Heavy Equipment Rentals	\$	202,961.50
County Heavy Equipment Rentals Interest & Penalty	\$	-
Bullard Circle Water Extension	\$	9,520.31
Bullard Circle Water Extension Interest	\$	4,468.20
Lake Upchurch Dam Assessment	\$	44,852.13
Lake Upchurch Dam Assessment Interest	\$	4,331.07
Brooklyn Circle Water Extension Assessment	\$	213.17
Brooklyn Circle Water Extension Assessment Interest	\$	92.71
Cedar Creek Rd Water Extension	\$	1,110.48
Cedar Creek Rd Water Extension Interest	\$	456.68
Adjustment - Advertising Beginning Balance Booked	\$	71,925.80
	<b>\$</b>	<b>197,160,707.47</b>

*Celebrating Our Past....Embracing Our Future*

*EASTOVER - FALCON - FAYETTEVILLE - GODWIN - HOPE MILLS - LINDEN - SPRING LAKE - STEDMAN - WADE*

**Credits:**

Deposit with Finance	\$	193,777,892.08
Advertising Cost Deposited with Finance	\$	35,302.33
Interest Deposited with Finance	\$	674,590.55
Real & Personal Releases Allowed	\$	874,823.45
Vehicles Releases Allowed	\$	4,081.81
Solid Waste Releases Allowed	\$	1,352.00
Total Discount Allowed	\$	-
Real & Personal Balance	\$	1,496,888.85
Advertising Cost Balance	\$	83,030.97
Vehicle Balance	\$	119,051.84
Solid Waste Balance	\$	93,693.59
Adjustment	\$	-
	<b>\$</b>	<b>197,160,707.47</b>

**Charge:**

Real & Personal Balance 2016	\$	2,287,255.01
Vehicle Balance 2016	\$	12,960.32
Solid Waste Balance 2016	\$	75,303.86
County Gross Receipts Vehicle Tax 1st Year Prior 2016	\$	-
Prepared Food & Beverage Tax All Prior	\$	37,363.84
Room Occupancy Tax Collected All Prior	\$	25,264.25
Real & Personal Balance 2015	\$	437,427.77
Vehicle Balance 2015	\$	940.97
Solid Waste Balance 2015	\$	24,681.03
Real & Personal Balance 2014 & Prior	\$	1,358,464.36
Vehicle Balance 2014 & Prior	\$	3,053,913.82
Solid Waste Balance 2014 & Prior	\$	39,866.02
2006 & Prior Taxes Collected After Being Barred	\$	11,354.75
	<b>\$</b>	<b>7,364,796.00</b>

**Credits:**

Real & Personal Collected 2016	\$	910,165.36
Vehicles Collected 2016	\$	737.29
Solid Waste Collected 2016	\$	49,720.14
County Gross Receipts Vehicle Tax 1st Year Prior 2016	\$	-
Prepared Food & Beverage Tax All Prior	\$	37,363.84
Room Occupancy Tax Collected All Prior	\$	25,264.25
Real & Personal Collected 2015	\$	154,555.86
Vehicles Collected 2015	\$	-
Solid Waste Collected 2015	\$	10,960.76
Real & Personal Collected 2014 & Prior	\$	128,642.65
Vehicles Collected 2014 & Prior	\$	51,454.16
Solid Waste Collected 2014 & Prior	\$	8,619.72
Real & Personal Releases Allowed 2016	\$	5,724.46
Vehicle Releases Allowed 2016	\$	105.87
Solid Waste Releases Allowed 2016	\$	-
Real & Personal Releases Allowed 2015	\$	1,004.53
Vehicle Releases Allowed 2015	\$	-
Solid Waste Releases Allowed 2015	\$	-
Real & Personal Releases Allowed 2014 & Prior	\$	1,077.41
Vehicle Releases Allowed 2014 & Prior	\$	8,090.05
Solid Waste Releases Allowed 2014 & Prior	\$	-
2006 & Prior Taxes Collected After Being Barred	\$	11,354.75
	<b>\$</b>	<b>1,404,841.10</b>

**Taxes Barred by Statute: 2007**

Real Property	\$	14,446.73
Personal	\$	71,631.66
Vehicles	\$	425,004.97
Public Service	\$	52.03
Solid Waste Fees	\$	1,728.00
Advertising	\$	1,111.84
Credit for Five Year & Prior Insolvents	\$	-
	\$	513,975.23

**Balance Prior Years Taxes:**

Real & Personal Balance 2016	\$	1,371,365.19
Vehicles Balance 2016	\$	12,117.16
Solid Waste Balance 2016	\$	25,583.72
Real & Personal Balance 2015	\$	281,867.38
Vehicles Balance 2015	\$	940.97
Solid Waste Balance 2015	\$	13,720.27
Real & Personal Balance 2014 & Prior	\$	1,141,502.04
Vehicles Balance 2014 & Prior	\$	2,569,364.64
Solid Waste Balance 2014 & Prior	\$	29,518.30
	\$	5,445,979.67

**TOTAL CREDITS:**

<b>\$</b>	<b>7,364,796.00</b>
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# OFFICE OF THE TAX ADMINISTRATOR

## Summary of 2007 Real/Personal & Vehicles Taxes to be Barred

	Vehicles	Personal	Real	Public Service	Fees	Total
County	425,004.97	64,097.53	14,446.73	52.03	-	503,601.26
County Pets	-	-	-	-	7,534.13	7,534.13
Fayetteville	169,198.87	17,472.15	3,598.17	31.34	-	190,300.53
Revit	51.18	44.79	-	-	-	95.97
Fayetteville Vehicle Fee	24,156.45	-	-	-	-	24,156.45
Annexation		4.56	-			4.56
Hope Mills	8,946.12	225.53	-	-	-	9,171.65
Hope Mills Vehicle Fee	1,609.26	-	-	-	-	1,609.26
Hope Mills Pets	-	-	-	-	-	-
Spring Lake	11,931.48	1,564.79	29.53	-	-	13,525.80
Stedman	227.74	45.98	-	-	-	273.72
Stedman Vehicle Fee	50.00	-	-	-	-	50.00
Godwin	82.89	-	-	-	-	82.89
Wade	117.60		9.11	-	-	126.71
Falcon	16.82	15.28	-	-	-	32.10
Linden	19.99		-	-	-	19.99
Eastover	351.64	81.17	85.78	-	-	518.59
Solid Waste User Fee	-	-	1,728.00	-		1,728.00
Storm Water Fee	-	-	444.00	-		444.00
Fayetteville Storm Water			336.00			336.00
Advertising Fee	-	-	1,111.84	-		1,111.84
Total	<u>641,765.01</u>	<u>83,551.78</u>	<u>21,789.16</u>	<u>83.37</u>	<u>7,534.13</u>	<u>754,723.45</u>
TA500 MR VEHICLES	641,765.01					
TA500 MR CC	112,870.51					
TA500 MR PS	83.37					
TA500 MR ANNEXATION	<u>4.56</u>					
	754,723.45					

*EASTOVER - FALCON - FAYETTEVILLE - GODWIN - HOPE MILLS - LINDEN - SPRING LAKE - STEDMAN - WADE*





## **OFFICE OF THE TAX ADMINISTRATOR**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JOSEPH R. UTLEY, JR., TAX ADMINISTRATOR**

**DATE: 7/23/2018**

**SUBJECT: APPROVAL OF FY2018-2019 TAX LEVY CHARGE TO THE COLLECTOR**

#### **BACKGROUND**

In accordance with NCGS 105-321(b) before delivering the tax receipts to the Tax Collector in any year, the Board of County Commissioners shall adopt and enter into its minutes an order directing the Tax Collector to collect the taxes charged in the tax records and receipts.

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

A copy of the order must be delivered to the Collector at the time the tax receipts are delivered to him. Propose that the Board approve the levy and charge the Collector with the responsibility to collect the taxes.

#### **ATTACHMENTS:**

Description	Type
FY19 Tax Levy	Backup Material
Authorization to Collect FY2018-2019 Levy	Backup Material

2018-2019 LEVY

AUTHORITY	CC LEVY	LATE LIST	PUBLIC SERVICE	PUBLIC SERVICE LATE LIST	CC LEVY & PUBLIC SERVICE LEVY	TOTAL CC LEVY, PS LEVY & LATE LIST
BEAVER DAM	111,271.87	108.43			111,271.87	111,380.30
BETHANY	191,966.94	172.74			191,966.94	192,139.68
BONNIE DOONE	2,178.36				2,178.36	2,178.36
COTTON	852,049.45	813.93			852,049.45	852,863.38
CUMBERLAND RD FD	413,742.61	215.38			413,742.61	413,957.99
EASTOVER FIRE	199,752.00	766.88			199,752.00	200,518.88
GODWIN-FALCON FIRE	77,897.92	166.50			77,897.92	78,064.42
GRAYS CREEK	707,436.15	476.58			707,436.15	707,912.73
LAFAYETTE VILLAGE	3.69				3.69	3.69
LAKE RIM	4,745.97				4,745.97	4,745.97
MANCHESTER	64,329.41	79.65			64,329.41	64,409.06
PEARCE'S MILL	669,373.37	7,514.29			669,373.37	676,887.66
SPECIAL FIRE	771,764.74	1,858.00			771,764.74	773,622.74
STEDMAN FIRE	120,164.08	69.70			120,164.08	120,233.78
STONEY POINT	828,925.94	222.45			828,925.94	829,148.39
VANDER FIRE	761,708.27	435.45			761,708.27	762,143.72
WADE FIRE	75,993.63	66.17			75,993.63	76,059.80
WESTAREA FIRE	908,245.16	3,697.36			908,245.16	911,942.52
WESTAREA STATION 10	184,019.40	58.11			184,019.40	184,077.51
<b>FIRE DIST SUBTOTAL</b>	<b>6,945,568.96</b>	<b>16,721.62</b>	-	-	<b>6,945,568.96</b>	<b>6,962,290.58</b>
EASTOVER	545,603.21	329.79			545,603.21	545,933.00
EASTOVER-VANDER	16,353.43	4.15			16,353.43	16,357.58
FALCON	21,018.53	105.51			21,018.53	21,124.04
FAYETTEVILLE	61,817,114.78	36,494.34			61,817,114.78	61,853,609.12
STORM WATER	11,160,402.00				11,160,402.00	11,160,402.00
FAYET STORM WATER					-	-
FAYET SOLID WASTE	11,667,710.00				11,667,710.00	11,667,710.00
REVITALIZATION	161,530.93	154.71			161,530.93	161,685.64
GODWIN	15,852.12	4.96			15,852.12	15,857.08
HOPE MILLS TOWN	4,748,475.30	1,936.87			4,748,475.30	4,750,412.17
HOPE MILLS REFUSE	1,153,656.00				1,153,656.00	1,153,656.00
HOPE MILLS STORM WATER	730,368.00				730,368.00	730,368.00
LINDEN TOWN	23,122.50	213.70			23,122.50	23,336.20
SPRING LAKE	2,880,484.59	1,473.46			2,880,484.59	2,881,958.05
SPRING LAKE REFUSE	566,008.00				566,008.00	566,008.00
SL STORM WATER	286,215.00				286,215.00	286,215.00
STEDMAN TOWN	278,414.04	147.15			278,414.04	278,561.19
WADE TOWN	84,985.36	77.69			84,985.36	85,063.05
<b>CITY SUB-TOTALS</b>	<b>96,157,313.79</b>	<b>40,942.33</b>	-	-	<b>96,157,313.79</b>	<b>96,198,256.12</b>
COUNTY WIDE	163,139,478.10	185,252.08			163,139,478.10	163,324,730.18
COUNTY PETS	3,161,568.61	7,541.85			3,161,568.61	3,169,110.46
RECREATION	516,139.65	210.45			516,139.65	516,350.10
HM RECREATION	5,859,280.00				5,859,280.00	5,859,280.00
SOLID WASTE					-	-
<b>SUB TOTAL</b>	<b>172,676,466.36</b>	<b>193,004.38</b>	-	-	<b>172,676,466.36</b>	<b>172,869,470.74</b>
<b>GRAND TOTAL</b>	<b>275,779,349.11</b>	<b>250,668.33</b>	-	-	<b>275,779,349.11</b>	<b>276,030,017.44</b>

MEMORANDUM

TO: Joseph R. Utley, Jr., Tax Administrator

FROM: Board of County Commissioners

DATE: August 6, 2018

RE: FY2018-2019 Tax Charge

State of North Carolina

County of Cumberland and all Municipalities through Inter-Local Agreement

To the Tax Collector of the County of Cumberland and Municipalities through Inter-Local Agreement.

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Tax Administration and in the tax receipts herewith delivered to you, in the amounts and from taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Cumberland and Municipalities through Inter-Local Agreement, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this \_\_\_\_\_ day of August 2018.

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Larry L. Lancaster, Chairman,  
Board of County Commissioners

Attest: \_\_\_\_\_

Clerk of Board of Commissioners of Cumberland County.



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 7/31/2018**

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTIES BEING  
LOCATED AT 4734 HICKORY RIDGE ROAD AND 4612 DESERT RIDGE  
ROAD**

**BACKGROUND**

The County acquired the two parcels described below at a tax foreclosure sale in 2016 for a total purchase price of \$14,958.15 by the Deed recorded in Book 9849 at page 737.

PIN 9493-44-0709, located at 4734 Hickory Ridge Road, with tax value of \$75,200; and PIN 9493-46-0194, located at 4612 Desert Ridge Road, with tax value of \$10,000

According to the County's tax records, 4734 Hickory Ridge Road has a manufactured home located on it, and 4612 Desert Ridge Road is a vacant lot. Both lots are zoned residential. Mr. Jose Cervantes has made an offer to purchase these parcels for a total price of \$14,958.15. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G.S. § 160A-269. The proposed advertisement is included in the recommendation below.

**RECOMMENDATION / PROPOSED ACTION**

The County Attorney recommends that the Board consider the offer of Jose Cervantes. If the Board proposes to accept the offer, resolve that the described real properties are not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE  
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the following real properties not needed for governmental

purposes and proposes to accept an offer to purchase the properties with PIN 9493-44-0709, located at 4734 Hickory Ridge Road, and PIN 9493-46-0194, located at 4612 Desert Ridge Road, being the properties described in the deed recorded in Book 9849 at page 737, for a total purchase price of \$14,958.15. Within 10 days of this notice, any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

August \_\_\_\_\_, 2018

Candice White, Clerk to the Board



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 7/24/2018**

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT  
5404 CARDIGON COURT, FAYETTEVILLE**

**BACKGROUND**

The County and the City of Fayetteville acquired the real property with the PIN 0408-65-2584, located at 5404 Cardigon Court, Fayetteville, at a tax foreclosure sale in 2017 for a purchase price of \$11,410.32. The property is zoned SF10 with a tax value of \$72,600.00. The City conveyed its interest in the property to the County by a quitclaim deed recorded on July 10, 2018, in Book 10339 at page 306. Based on the GIS Mapping and the tax records, there is a structure on the lot. Velvet Clover, LLC, made an offer to purchase the property for \$11,410.32. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

**RECOMMENDATION / PROPOSED ACTION**

The County Attorney recommends the Board consider the offer of Velvet Clover, LLC. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS ADVERTISEMENT OF  
PROPOSAL TO ACCEPT AN OFFER TO PURCHASE CERTAIN REAL PROPERTY  
PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0408-65-2584 located at 5404 Cardigon Court, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$11,410.32. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers.

Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

August \_\_\_\_, 2018

Candice White, Clerk to the Board



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 7/24/2018**

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS REAL PROPERTY  
LOCATED AT 6330 BEAUCHAMP DRIVE**

**BACKGROUND**

The County acquired the real property with PIN 0442-56-9352 at a tax foreclosure sale in 2008 for a purchase price of \$4,392.34. The parcel is described in the tax records as 6330 Beauchamp Dr., zoned RR, with a tax value of \$10,000.00. Based on the County GIS Parcel Viewer System, the parcel is a vacant. Mr. Joseph E. Turner has made an offer to purchase the property for \$4,392.34 and has submitted the required deposit to the Finance Department. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

**RECOMMENDATION / PROPOSED ACTION**

The County Attorney recommends that the Board consider the offer of Mr. Joseph E. Turner and if the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE  
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property described herein is not needed for governmental purposes and proposes to accept an offer to purchase the property with PIN 0442-56-9352, located at 6330 Beauchamp Dr., for a purchase price of \$4,392.34. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-



Courthouse, Fayetteville, NC 28302.

August \_\_, 2018

Candice White, Clerk to the Board



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 7/24/2018**

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS REAL PROPERTY  
LOCATED AT 1114 MORGAN STREET, FAYETTEVILLE**

**BACKGROUND**

The City and County acquired the real property with PIN 0437-03-2562 at a tax foreclosure sale in 2014 for a purchase price of \$6,222.88. The City has deeded its interest to the County. The parcel is described in the tax records as 1114 Morgan St.. (0.18 AC), zoned MR5, with a tax value of \$7,500. Based on the County GIS Parcel Viewer System, it is a vacant lot. L&I Investments, LLC, has made an offer to purchase the property for \$6,222.88 and has submitted the required deposit to the Finance Department. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

**RECOMMENDATION / PROPOSED ACTION**

The County Attorney recommends that the Board consider the offer of L&I Investments, LLC, and if the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS ADVERTISEMENT OF  
PROPOSAL TO ACCEPT AN OFFER TO PURCHASE CERTAIN REAL PROPERTY  
PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property described herein is not needed for governmental purposes and proposes to accept an offer to purchase the property with PIN 0437-03-2562, located at 1114 Morgan Street, Fayetteville, for a purchase price of \$6,222.88. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners

may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

August \_\_, 2018

Candice White, Clerk to the Board



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 7/24/2018**

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS REAL PROPERTY  
LOCATED AT 4745 CAMDEN ROAD, FAYETTEVILLE, NC**

**BACKGROUND**

The County acquired the real property with PIN 0415-62-4089 at a tax foreclosure sale in 2016 for a purchase price of \$7,882.38. The parcel is described in the tax records as Lot 19 & Maj Pt 6 John V. Blackwell Sub, zoned R10, with a tax value of \$39,000.00. Based on the County GIS Parcel Viewer System, there is a dwelling on the property. Mr. Don Gilmore has made an offer to purchase the property for \$7,882.38 and has submitted the required deposit to the Finance Department. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

**RECOMMENDATION / PROPOSED ACTION**

The County Attorney recommends that the Board consider the offer of Mr. Gilmore and if the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE  
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property described herein is not needed for governmental purposes and proposes to accept an offer to purchase the property with PIN 0415-62-4089, located at 4745 Camden Road, Fayetteville, for a purchase price of \$7,882.38. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County

Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

August \_\_, 2018

Candice White, Clerk to the Board



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 7/24/2018**

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS REAL PROPERTY  
LOCATED AT 4709 STAR RITE LN, FAYETTEVILLE, NC**

**BACKGROUND**

The County acquired the real property with PIN 9493-45-9348 at a tax foreclosure sale in 2016 for a purchase price of \$7,263.93. The parcel is described in the tax records as LT 107 Upchurch Sands Sec 4, zoned RR, with a tax value of \$57,900. Based on the County GIS Parcel Viewer System, there is a dwelling on the property. Mr. Don Gilmore has made an offer to purchase the property for \$7,263.93 and has submitted the required deposit to the Finance Department. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

**RECOMMENDATION / PROPOSED ACTION**

The County Attorney recommends that the Board consider the offer of Mr. Gilmore and if the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE  
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property described herein is not needed for governmental purposes and proposes to accept an offer to purchase the property with PIN 9493-45-9348, located at 4709 Star Rite Ln, for a purchase price of \$7,263.93. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time

reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

August \_\_, 2018

Candice White, Clerk to the Board



## **OFFICE OF THE COUNTY ATTORNEY**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 7/24/2018**

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT  
803 BARNES ST, FAYETTEVILLE**

#### **BACKGROUND**

The County and the City of Fayetteville acquired the real property with the PIN 0436-39-5858 located at 803 Barnes St, Fayetteville, at a tax foreclosure sale in 2008 for a purchase price of \$6,370.23. The property is zoned MR5 with a tax value of \$7,000.00. The City conveyed its interest in the property to the County by a quitclaim deed recorded on July 10, 2018, in Book 10339 at page 306. Based on the GIS Mapping and the tax records, there is no structure on the lot. Lourdes Olmeda made an offer to purchase the property for \$6,370.23. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

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

The County Attorney recommends the Board consider the offer of Lourdes Olmeda. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

#### **CUMBERLAND COUNTY BOARD OF COMMISSIONERS ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0436-39-5858 located at 803 Barnes Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$6,370.23. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers.



Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

August \_\_\_\_, 2018

Candice White, Clerk to the Board



## **OFFICE OF THE COUNTY ATTORNEY**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 7/24/2018**

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT  
508 ORLANDO STREET, FAYETTEVILLE**

#### **BACKGROUND**

The County and the City of Fayetteville acquired the real property with the PIN 0436-04-0696 located at 508 Orlando St, Fayetteville, NC, at a tax foreclosure sale in 2014 for a purchase price of \$17,851.44. The property is zoned MR5 with a tax value of \$27,100.00. The City conveyed its interest in the property to the County on July 10, 2018, by a quitclaim deed recorded in Book 10339 at page 306. Based on the GIS Mapping and the tax records, there is a structure on the lot. Mountain Island Property, LLC, made an offer to purchase the property for \$17,851.44. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

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

The County Attorney recommends the Board consider the offer of Mountain Island Property, LLC. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

### **CUMBERLAND COUNTY BOARD OF COMMISSIONERS ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0436-04-0696, located at 508 Orlando Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$17,851.44. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers.

Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

August \_\_\_\_, 2018

Candice White, Clerk to the Board



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 7/27/2018**

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTY, LOCATED AT  
810 SILK LANE, FAYETTEVILLE**

**BACKGROUND**

The County and the City of Fayetteville acquired the real property with the PIN 0437-22-0702 located at 810 Silk Ln., Fayetteville, NC, at a tax foreclosure sale in 2016 for a purchase price of \$9,074.12. The property is zoned MR5 with a tax value of \$85,000.00. The City conveyed its interest in the property to the County on July 10, 2018, by a quitclaim deed recorded in Book 10339 at page 306. Based on the GIS Mapping and the tax records, there is a structure on the lot. Mountain Island Property, LLC, made an offer to purchase the property for \$9,074.12. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

**RECOMMENDATION / PROPOSED ACTION**

The County Attorney recommends the Board consider the offer of Mountain Island Property, LLC. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE  
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0437-22-0702 located at 810 Silk Lane, Fayetteville, NC is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$9,074.12. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers.

Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

August \_\_\_\_, 2018

Candice White, Clerk to the Board



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 7/31/2018**

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 2224  
DIXIE TRAIL, FAYETTEVILLE**

**BACKGROUND**

On May 1, 2018, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 0416-81-9454, being S ½ LT 60 Pine Acres Sec 2, located at 2224 Dixie Trail, Fayetteville, Plat Book 18, Page 45, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Marlen E. Sutton has posted a bid for her offer to purchase the property for the purchase price of \$8,563.13. The parcel is zoned residential, with a tax value of \$26,600.00. Based on the County GIS Parcel Viewer System and the tax records, the parcel has a structure on the property.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the *Fayetteville Observer* on June 2, 2018. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

**RECOMMENDATION / PROPOSED ACTION**

County Attorney recommends the Board accept this offer and authorize the Chair to execute a deed for the property upon the County's receipt of the balance of the purchase price.

**ATTACHMENTS:**

Description

Publisher's Affidavit for 2224 Dixie Trail

Type

Backup Material

**Order Confirmation**

**CUMBERLAND COUNTY  
 BOARD OF COMMISSIONERS  
 ADVERTISEMENT OF PROPOSAL TO  
 ACCEPT AN OFFER TO PURCHASE  
 CERTAIN REAL PROPERTY PURSUANT  
 TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property described herein is not needed for governmental purposes and proposes to accept an offer to purchase the property with PIN 0416-81-9454, located at 2224 Dixie Trail, Plat Book 18 Page 45, for a purchase price of \$8,563.13. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.  
 May 29, 2018

Candice White, Clerk to the Board  
 6/2 5054071

Ad Order Number

0005054071

Sales Rep.

0090

Order Taker

webFPC

Order Source

Web

Order Invoice Text

CCBoC - 2224 Dixie Trail

Customer

CUMB CO ATTORNEY'S

Customer Account

017971203

Customer Address

PO BOX 1829, ,  
 FAYETTEVILLE NC 28302-0000NULL USA

Customer Phone

910-678-7762

Payer Customer

CUMB CO ATTORNEY'S

PO Number

Payer Account

017971203

Ordered By

Payer Address

PO BOX 1829, ,  
 FAYETTEVILLE NC 28302-0000NULL  
 USA

Customer Fax

910-678-7758

Customer EMail

mbrooks@co.cumberland.nc.us

Payer Phone

910-678-7762

Special Pricing

None

Net Amount

\$153.99

Tax Amount

\$0.00

Total Amount

\$153.99

Amount Due

\$153.99

Payment Method

Payment Amount

\$0.00

Ad Number

0005054071-01

Ad Type

CL Legal Line

Ad Size

: 1.0 X 29 cl

Color

<NONE>

Product

FO::

401 - Legals

Run Dates

6/2/2018

# Inserts

1

Cost

\$149.64

OL::

401 - Legals

6/2/2018

1

\$4.35



## **DEPARTMENT OF SOCIAL SERVICES**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: BRENDA REID JACKSON, CCDSS DIRECTOR**

**DATE: 7/24/2018**

**SUBJECT: APPROVAL OF SOUTHEASTERN WORKFORCE STRATEGIES, LLC.  
CONTRACT FOR THE DEPARTMENT OF SOCIAL SERVICES**

#### **BACKGROUND**

The purpose of this contract is to develop a multidimensional and integrative service delivery model for aging out foster children and older teens in transition to adulthood in Cumberland County DSS custody to improve their outcomes. Southeastern Workforce Strategies, LLC (SWS) acts as a trusted intermediary to assist CCDSS to integrate all efforts, such as A Model Approach for Change in Child Welfare (AMAC-CW), and to collaborate with Cumberland's Partners to create a model for change in child welfare. AMAC-CW employs a modified approach to collective impact that will result in an effective, articulated, and documented approach to system changes that will improve outcomes for older youth in foster care and advance child welfare and family support programs in Cumberland County. Duke Endowment has awarded Cumberland County DSS a multi-year grant for the implementation plan for AMAC-CW, in an effort to reform child welfare systems.

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

We respectfully request your approval of the contract for Southeastern Workforce Strategies, LLC. for \$252,000.00.

#### **ATTACHMENTS:**

Description

FY 19 - Southeastern Workforce Strategies

Type

Backup Material



**Contract** \_\_\_\_\_ **Fiscal Year Begins July 1, 2018 Ends June 30, 2019**

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

**1. Contract Documents:** This Contract consists of the following documents:

- 1) This contract
- 2) The General Terms and Conditions (Attachment A)
- 3) The Scope of Work, description of services, and rate (Attachment B)
- 4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- 5) Conflict of Interest (Attachment D)
- 6) No Overdue Taxes (Attachment E)
- 7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- 8) Federal Certification Regarding Lobbying (Attachment G)
- 9) Federal Certification Regarding Debarment (Attachment H)
- 10) HIPAA Business Associate Addendum (Attachment I) – NOT APPLICABLE
- 11) Certification of Transportation (Attachment J) – NOT APPLICABLE
- 12) Certain Reporting and Auditing Requirements (Attachment L) – NOT APPLICABLE
- 13) Attachment M – State Certification
- 14) Attachment N - Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act
- 15) E-Verify/Iran Divestment

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

- 2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on July 1, 2018 and shall terminate on June 30, 2019. This contract must be twelve months or less.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$252,000.00. This amount consists of \$39,900.00 in Federal funds, \$58,400.00 in State Funds, \$56,700.00 in County funds, \$0.00 TANF/MOE, and \$97,000.00 in Duke Endowment Grant funds.

☒ a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$252,000.00.

**6. Reversion of Funds:**

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Jasmen Lima, Accounting Technician IV County: Cumberland Mailing Address, P.O. Box 878 City, State, Zip: Fayetteville, NC 28302  Telephone (910) 677-2021 Fax: (910) 677-2886 Email: jasmenlima@ccdssnc.com	Name & Title: County: Cumberland Street Address: 1225 Ramsey Street City, State, Zip: Fayetteville, NC 28301

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Allyn E. Foster, President Company Name: Southeastern Workforce Strategies, LLC Mailing Address: 223 Main Street, Suite 404 City State Zip RockHill, SC 29732  Telephone: 803-417-8580 Fax: 803-817-1757 Email aefoster60@aol.com	Name & Title Company Name  Street Address City State Zip



**10. Supplementation of Expenditure of Public Funds:**

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

**11. Disbursements:**

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

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

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

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





## ATTACHMENT A

### General Terms and Conditions

#### Relationships of the Parties

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

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

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

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

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

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

express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

#### Indemnity and Insurance

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

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

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$25,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
  - (a) owned by the Contractor and used in the performance of this contract;
  - (b) hired by the Contractor and used in the performance of this contract; and
  - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle



insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

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

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

**Transportation of Clients by Contractor:** The contractor will maintain Insurance requirements if

required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

### **Default and Termination**

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

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

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

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

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act



of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables. County acknowledges Contractor's ability to publish materials, consistent with industry standards, resulting from the services provided under this contract; provided however, that such publication does not disclose proprietary trade secrets or confidential information of County. Contractor agrees to acknowledge the County in any such publications and to include a disclaimer to the effect that the published material does not necessarily reflect the views of the County. Cumberland County has the right to review and approve all publications to help ensure that no confidential, proprietary, or personally identifying information is contained in any publication. Contractor agrees to provide County with a copy of such publications prior to publication.

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

### **Compliance with Applicable Laws**

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

**Title VI, Civil Rights Compliance:** In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited

from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

### **Trafficking Victims Protection Act of 2000 :**

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

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



### Confidentiality

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

### Oversight

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

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### Warranties and Certifications

**Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware,

middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

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

### Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

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



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

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

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

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

termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

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

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

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

**ATTACHMENT B – Scope of Work****A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Southeastern Workforce Strategies, LLC
  2. *If different* from Contract Administrator Information in General Contract:  
Address same
  - Telephone Number (803) 417-8580 Fax Number: (803) 817-1757 Email: acfoster60@aol.com
  3. Name of Program (s): \_\_\_\_\_
  4. Status: ( ) Public ( ) Private, Not for Profit (X) Private, For Profit
  5. Contractor's Financial Reporting Year January 1 through December 31
- B. Explanation of Services to be provided and to who (include SIS Service Code)

The purpose of this initiative is to develop and implement an internal Collective Impact model at the Cumberland County Department of Social Services (CCDSS). The general scope is increasing the focus of the agency to improve service delivery and practices for Children and Adult Services. Also, insure the agency has the most effective organizational structure to achieve and improve permanency for aging out foster children and older teens as they transition adulthood. (See attached Scope of Work).

- C. Rate per unit of Service (define the unit).

**Total Cost and Contract Invoicing Scheduling**

The price for a twelve-month consulting contract for SWS, LLC to develop and conduct an internal Collective Impact initiative for an integrative service delivery model for aging out foster care and juvenile youth in transitioning to adulthood for the CCDSS is \$252,000.00 (\$105,000 County funds, \$50,000.00 Adoption Incentive funds, and a \$97,000.00 Duke Endowment Grant). The County funds (\$105,000.00) will be billed and distributed in twelve (12) equal payments of \$8,750.00. The Adoption Incentive and Duke Endowment funds will be billed separately and individually and will be distributed in full as a one-time payment.

1. If Standard Fixed Rate, Maximum Allowable: Contract shall not exceed \$252,000.00
2. Negotiated County Rate: N/A

D. Number of units to be provided: Outline in Scope of Work

E. Details of Billing process and Time Frames: Payment is due within fifteen (15) calendars days from receipt of the invoice.

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

Allyn E. Foster - President  
(Signature of Contractor)

Brenda  
(Signature of County Authorized Person)

July 23, 2018  
(Date Submitted)

7-24-18  
(Date Submitted)

**ATTACHMENT C**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION**

Cumberland County Department of Social Services/Human Services

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

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

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



1. 1225 Ramsey Street  
(Street address)  
  
Fayetteville, Cumberland County, NC 28302  
(City, county, state, zip code)
2. \_\_\_\_\_  
(Street address)  
  
\_\_\_\_\_  
(City, county, state, zip code)

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

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

### Certification Regarding Nondiscrimination

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

  
Signature

President  
Title

Southeastern Workforce Strategies, LLC  
Agency/Organization

July 23, 2018  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

**Conflict of Interest Policy**

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

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

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

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

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

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

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

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to



explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

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

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

Approved by:

Southeastern Workforce Strategies, LLC

Name of Organization

Allyn E. Foster

Signature of Organization Official

July 23, 2018

Date

### NOTARIZED CONFLICT OF INTEREST POLICY

State of South Carolina

County of York

I, Jacklyn Jewell, Notary Public for said County and State, certify that Allyn E. Foster personally appeared before me this day and acknowledged that he is the President of Southeastern Workforce Strategies, LLC and by that authority duly given and as the act of the corporation, affirmed that the foregoing Conflict of Interest Policy was adopted/declined (circle one) by Allyn E. Foster.

Sworn to and subscribed before me this 23rd day of July, 18.



Jacklyn Jewell  
Notary Public

My Commission expires August 29, 2026

**ATTACHMENT E - OVERDUE TAXES**

**Southeastern Workforce Strategies, LLC  
223 E. Main St. Suite 404  
Rockhill, SC 29732**

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July 1, 2018

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

**Certification:**

We certify that Southeastern Workforce Strategies, LLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

**Sworn Statement:**

Allyn E. Foster being duly sworn, say that I am the Board Chair (President) of Southeastern Workforce Strategies, LLC of Rock Hill in the State of South Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Allyn E. Foster

President

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

Jacquelyn Jewell  
Notary Public

My Commission Expires August 29, 2026



## ATTACHMENT F

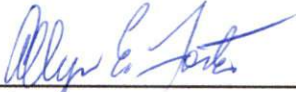
## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Cumberland County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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



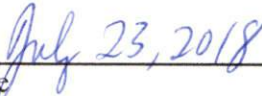
Signature

President

Title

Southeastern Workforce Strategies, LLC  
Agency/Organization

Date



(Certification signature should be same as Contract signature.)



**ATTACHMENT G**

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

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) 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 any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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.
- (3) 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.
- (4) 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.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to



- engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
  - (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excerpted from the coverage of Paragraph A:

**Paragraph B.**

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

**Paragraph C.**

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such

advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

Executive lobbying costs: Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

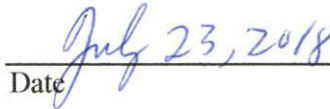


Signature

President

Title

Southeastern Workforce Strategies, LLC  
Agency/Organization



Date

(Certification signature should be same as Contract signature.)



**ATTACHMENT H**

Cumberland County Department of Social Services/Human Services

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

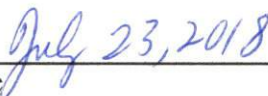
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
Signature

President  
Title

Southeastern Workforce Strategies, LLC  
Agency/Organization

  
Date

(Certification signature should be same as Contract signature.)



## ATTACHMENT M

## State Certifications

## Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

## Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
    - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers,

directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) **The undersigned hereby certifies further that:**
- (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: **Southeastern Workforce Strategies, LLC**

Contractor's  
Authorized Agent: Signature Allyn E. Foster Date July 23, 2018  
Printed Name Allyn E. Foster Title President

Witness: Signature Jacklyn Jewell Date July 23rd 2019  
Printed Name Jacklyn Jewell Title GC Notary

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



## ATTACHMENT N

## Cumberland County Department of Social Services/Human Services

## CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

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

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

**Ensuring Equal Opportunity Access for Persons with Disabilities:** **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to



programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

#### **V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Allyn E. Foster  
Signature

President  
Title

Southeastern Workforce Strategies LLC  
Agency/Organization

July 23, 2018  
Date

(Certification signature should be same as Contract signature.)





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

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

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

Company Name: **Southeastern Workforce Strategies, LLC**

Ally E. Foster Date July 23, 2018  
Authorized Signer

**Southeastern Workforce Strategies, LLC  
Scope of Work**

**Internal Collective Impact Initiative-A Cumberland County DSS Multidimensional  
Initiative to Develop an Integrative Service Delivery Model for Aging Out Foster  
Children and Older Teens in Transition to Adulthood**

**Presented to:**

**Brenda Reid Jackson, Director**

**Cumberland County**

**Department of Social Services**

**Fayetteville, North Carolina**

**Presented by:**

**Allyn E. Foster, President**

**Southeastern Workforce Strategies, LLC**

**Rock Hill, South Carolina**

**Contract Year Date: July 1, 2018-June 30, 2019**

### Purpose of Initiative

The purpose of this initiative is to develop and implement an internal Collective Impact model at the Cumberland County Department of Social Services (CCDSS). The general scope is increasing the focus of the agency to improve service delivery and practices for Children and Adult Services. Also, insure the agency has the most effective organizational structure to achieve and improve permanency for aging out foster children and older teens as they transition adulthood.

This is a multi-year initiative to addresses following challenges within the agency:

1. How to improve outcomes for youth in Foster Care ages fifteen to twenty-one years of age.
2. How to maximize federal, state and county funds such as IV-E, TANF, JCPC, and other resources to better serve this population.
3. Determine how to marry Child Welfare with Adult Services to provide better service delivery to older teens and foster children transitioning adult guardianship
4. How to steer away from having many short-term initiatives and develop curriculum and programs for a long-term model over a two to three year period.
5. Analyze how the current screening and assessment of youth to determine what improvements and/or changes are necessary to focus on the future of foster children and juvenile as they age out of care and services.
6. Analyze how the agency services teens currently and implement how the agency can serve teens better.
7. Determine how the staff views current service delivery. Assess staff feedback on their roles and how their roles can be enhanced.
8. Analyze current job descriptions. Also, in this regard, determine if a new unit needs to be formed for Foster Care and Transitioning Youth.
9. How to increase Foster Home Recruitment to include specialize legal guardianship recruitment efforts for youth aging out of foster care
10. How to address Kinship Care
11. Review, assess and provide feedback on the Vision and Mission Statement of the agency.
12. Review, assess and provide feedback to the Expectations and Standards of the agency.
13. How to promote better staff recognition of the agency's Core Values and Validating behaviors.
14. How to address a major staff issue of lack of appropriate skills necessary for decision making, judgment and ownership. A particular focus will be on supervising level staff.
15. How to transition staff from being task driven and playing it safe due to fears of the consequences of making a decision.
16. How to successfully integrate the select stakeholders-Court, Juvenile and School systems.



### **Elements of the Multi-Year Initiative**

Southeastern Workforce Strategies, LLC (SWS, LLC) will analyze, assess, recommend and provide effective modifications and changes to address the challenges of the CCDSS as part of a multi-year initiative.

- I. SWS, LLC will develop and implement internal Collective Impact as an integrative service delivery model at the CCDSS. The focus of Collective Impact is to coalesce all units, departments and staff to consolidate and maximize services. The emphasis will be on creating a long-term model with curriculum and programs for long term solutions.
- II. SWS, LLC will to analyze and assess the current screening and assessment procedures to help determine where you want a youth to be three years from now. Understanding taking an early approach to youth aging out of foster care should yield improved outcomes toward self-sufficiency.
- III. SWS, LLC will assist the agency in determining how to maximize outcomes for youths in foster care ages fifteen to twenty-one years old. These focus groups and interviews will concentrate on how the agency serves teens currently and how the agency can serve teens better including adoption and guardianship of older teens. Questions will primarily explore five topics:
  - 1.) What is being done now?
  - 2.) What can be done better?
  - 3.) Feedback on Quality and Quantity of Resources
  - 4.) State of North Carolina Prudent Parenting and Foster Care normalcy
  - 5.) What is each staff members' role when it comes to servicing teens well?
- IV. SWS, LLC will also serve as a clearinghouse for projects and research. The general focus of SWS, LLC's work is to increase the focus of the agency to improve service delivery and practices.
- V. Moreover, SWS, LLC assess staff structure to insure the agency is organizationally structured to improve permanency for children and young adults. In that regard, SWS, LLC will duly address each of the fifteen challenges collectively over the course of the one-year contract.
- VI. SWS, LLC has established a dynamic partnership with Chapin Hall Center for Children at the University of Chicago and its Executive Director, Bryan Samuels. Mr. Samuels is a former commissioner of the Administrative on Children, Youth and Families for the U.S. Department of Health and Human Services. Mr. Samuels will be personally assisting the president of SWS, LLC in implementing an internal Collective Impact at CCDSS and help promote greater Foster Care permanency and

wellbeing for children aging out of foster and juvenile populations. SWS, LLC will serve as a conduit between CCDSS and Chapin Hall Center to develop to establish a data analysis system for CCDSS. SWS, LLC sponsor two to three visits to Fayetteville, NC for Bryan Samuels of Chapin Hall to assist the company with hands on meetings with executive management, select staff and specific stakeholders.

- VII. The consultant will be onsite at the agency for four to six days per quarter for full day visits. At least half of the visits can include an overnight stay. The consultant will attend scheduled meetings at the request of the Director such as Permanency Roundtable meetings. Also, the consultant will possibly attend select in state and out of state conferences or seminars per the request of the Director.

### Year Three – July 1, 2018 through June 30, 2019

- I. Continue to provide consultation through conference calls and on-site visits to assist CCDSS to improve service delivery and practices for Children and Adult Services. Act as a trusted intermediary to integrate all efforts (Court Evaluation, Adoption Promotion, Casey Project, REAP & AMAC-CW) of CCDSS to improve outcomes for foster children and young adults transitioning out of foster care. (\$105,000 County Funds)
  - a. SWS, LLC will work with CCDSS and the District Court Collaborative to further the recommendations from the Policy Consulting Group, Inc. as outlined in the court from petition to permanency report. This work will be incorporated in the hybrid collective impact to create a model approach for change. This will create synergy and consistency to inform and develop quality child welfare practice.
  - b. Continue community development and awareness of AMAC-CW.
  - c. Provide workshops in conjunction with CCDSS at the annual adoption conference and NC Social Service Institute.
  - d. The consultant will continue to be onsite at the agency for four to six days per quarter for full day visits. visits can include an overnight stay. The consultant will attend scheduled meetings at the request of the Director such as Social Services meetings. Also, the consultant will possibly attend select in state and out of state conferences or seminars per the request of the Director. Present work of collective impact/AMAC to community partners, state DHHS, and various organizations and stakeholders
  - e. Continue explore, seek and facilitate funding acquisitions to further the work of improving outcomes for at-risk children and young adults served by Cumberland County DSS



- II. Continue to work with CCDSS to develop the most effective organizational structure to achieve and improve permanency including adoptions for aging out foster children and older teens as they transition adulthood. (\$50,000 State Adoption Funds)
- III. Continue to employ and roll-out of A Model Approach for Change in Child Welfare (AMAC-CW) by embodying the essence of collective impact that will result in an effective, articulated, documented approach to system change that will improve outcomes for older youth in child welfare and inform child welfare and family support in Cumberland County. Cumberland's partners in this effort include SWS, Inc, University of North Carolina at Chapel Hill, Chapin Hall at the University of Chicago, and key community stakeholders and governing bodies as indicated in the grant text and work group. Duke Endowment has embraced this effort and awarded a two-year grant for this work. The grant is dispersed in installments two times a year for two years. (\$97,000 Duke Endowment Grant – 1<sup>st</sup> of two funding installments effective July 1, 2018 for year one. A contract revision is expected in December 2018 for the 2<sup>nd</sup> Duke funding installment.
  - a. Continue visits to Fayetteville, NC for Chapin Hall Center to assist the company with hands on meetings with executive management, select staff and specific stakeholders that provided an orientation and education of collective impact.
  - b. Data & Governance - SWS, LLC will continue to work throughout the year with Chapin Hall Center to assist with the administrative data review and integration process for collective impact, identify target population, seek and review grant application for research funding to help to create for CCDSS an evidence based model for aging out foster care using collective impact.
  - c. Leadership & Governance - SWS, LLC will continue to assist to establish priority areas for the initial collective impact initiative, build consensus within and across the department and agencies and engage internal partners.
  - d. Policies & Procedures – SWS, LLC will continue to assist to conduct reviews and establish framework for a practice model and revise policies and procedural manuals.
  - e. Process Evaluation – SWS, LLC will continue to assist in observing and documenting effort and progress of the AMAC-CW work including benchmarking, outputs and findings.
  - f. Continue work to develop justification and grant application with Duke Endowment to continue the work of AMAC-CW with CCDSS and Southeastern Workforce Strategies to expand work after June 30, 2019.



**Total Cost and Contract Invoicing Scheduling = \$252,000.00**

The price for a twelve-month consulting contract for SWS, LLC to develop and conduct an internal Collective Impact initiative for an integrative service delivery model for aging out foster care and juvenile youth in transitioning to adulthood for the CCDSS is \$252,000.00 (\$105,000 County funds, \$50,000.00 Adoption Incentive funds, and a \$97,000.00 1<sup>st</sup> Installment received July 1, 2018 from Duke Endowment Grant). The County funds (\$105,000) will be billed and distributed in twelve (12) equal payments of \$8750.00. The Adoption Incentive and Duke Endowment installment funds will be billed separately and individually and will be distributed, in full, as a one-time payment.



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 7/25/2018**

**SUBJECT: APPROVAL OF REJECTION OF BIDS FOR OFFICE SUPPLY FORMAL RFP  
#18-5-CTY**

#### **BACKGROUND**

On March 22, 2018, County Finance received bids in response to a formal invitation for bids (#18-5-CTY) for office supplies. The bid sheet provided vendors with the items currently under contract and an estimated annual quantity to be purchased by the County. The intention of the estimated quantities was to give vendors a general idea of how much the County may purchase of each item, realizing that quantities could impact a quoted unit price. Two vendors responded to the request.

Upon review of the vendor bids, staff realized that the estimated quantities were not based on recent County purchases. Staff have also since realized that the list of items to be considered for contract needs to be updated to reflect an accurate listing of office supplies that have been ordered within the past fiscal year. In order to determine overall cost with a higher degree of accuracy, using up-to-date information is a necessity.

In consideration of the need to update the items list and the estimated quantities, staff is recommending that all bids be rejected. Upon bid rejection, a new invitation for bids for office supplies will be issued that will contain the updated information. In accordance with GS 143-129(b), proposals may be rejected for any reason determined by the Board to be in the best interest of the unit.

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

Reject all bids for office supplies from County bid number 18-5-CTY.



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 7/26/2018**

**SUBJECT: APPROVAL OF FORMAL BID AWARD FOR SPLASH PAD INSTALLATION**

#### **BACKGROUND**

Fayetteville-Cumberland Parks and Recreation recently issued a formal bid for splash pads to be installed within areas of the District (Eastover, Godwin, Gray's Creek, Linden, and Wade). Formal bids were solicited, received and evaluated in accordance with GS 143-129, 143-131 by the City. Because the County is actually responsible for budgeting and paying for these projects (because they are located in the District area), the Board of Commissioners is required to award the bid. Documents have been reviewed by County Purchasing staff to ensure the bid was conducted in accordance with general statutes.

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

Based on the lowest, responsive, responsible bidder standard of award, request approval to award to Armstrong Construction Company, Inc.

#### **ATTACHMENTS:**

Description	Type
Awarded Proposal	Backup Material
Bid Tabulation	Backup Material

**CITY OF FAYETTEVILLE**  
**SPLASH PAD INSTALLATION**  
**BID PACKAGE**

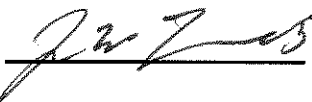
In compliance with your Invitation to bids, the undersigned hereby proposes to furnish materials and perform the work for this project per the items listed herein in strict accordance with the Invitation to bids, Standard Specifications, contained in the bid documents for the consideration of prices quoted for the enclosed contract items.

THE CITY RESERVES THE RIGHT TO ELIMINATE OR ADD TO THIS CONTRACT.

ALL PRICES ARE TO INCLUDE NC SALES AND USE TAXES

**This Bid Package is executed by:**

Name John W. Leonard II  
Company Name Armstrong Construction Company, Inc. (Incorporated in State of Tennessee)  
Email Address: jleonard@armstrong-construction.com  
Address 151 Shelby Street, Kingsport, Tennessee 37660  
Phone No. 423-246-6185  
License # 2187 Bid Total \$ 776,417.47  
Base Bid Total (Written) SEVEN HUNDRED SEVENTY-SIX THOUSAND  
FOUR HUNDRED SEVENTEEN DOLLARS & 47/100

Signature 

Title President

The accompanying bid form(s) must be completed in blue or black ink or by typewriter. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**ACKNOWLEDGEMENT OF ADDENDA**

The bidder has received, acknowledged, and used the following addenda in completing the Bid. (Initial and Date as appropriate)

Addendum No. 1 <u></u>	Dated: <u>July 9, 2018</u>
Addendum No. 2 _____	Dated: _____
Addendum No. 3 _____	Dated: _____
Addendum No. 4 _____	Dated: _____

## BID PRICING SCHEDULE

### UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of work completed and of changes in the scope of the work, all in accordance with the contract documents.

**Please fill in quantity, price per unit and the extended pricing for each splash pad below. The City realizes this does not encompass all the services and materials required so feel free to provide whatever additional information included in your lump sum price per splash pad.**

**Item 1: Splash Pad Installation:** Eastover Community Park 2721 Ballpark Rd, Eastover Complete cost of Mobilization, Grading, Splash Pad – Fully installed and functional, and Domestic waterline, sewer, and electrical installation.

\$ 163,486.37 Total Price per Splash Pad.

Description	Quantity	Unit of Measure	Price Per Unit	Extended Price
Mobilization	1	Yd.	\$ 22,668.33	\$ 22,668.33
Sand clay	0	Yd.	\$ 0.00	\$ 0.00
Top soil	0	Yd.	\$ 0.00	\$ 0.00
57 stone	56	ton	\$ 118.18	\$ 6,618.08
Pea gravel /89 Stone	28	ton	\$ 414.93	\$ 11,618.04
4000 psi concrete	38	Cu.yds.	\$ 717.64	\$ 27,270.32
3000 psi concrete	3	Cu.yds.	\$ 1,205.91	\$ 3,617.73
Equipment rentals	15	day	\$ 474.52	\$ 7,117.80
Permits	1	each	\$ 2,500.00	\$ 2,500.00
License plumber	10	hour	\$ 160.00	\$ 1,600.00
License election	20	hour	\$ 130.00	\$ 2,600.00
MEP Installer	650	hour	\$ 95.00	\$ 61,750.00
Pipe/Materials/Incidentals	1	LS	\$ 16,126.07	\$ 16,126.07
<b>TOTAL PRICE</b>				<b>\$ 163,486.37</b>



**Item 2: Splash Pad Installation:** Godwin Town Park - 4924 Markham St, Godwin

Complete cost of Mobilization, Grading, Splash Pad – Fully installed and functional, and Domestic waterline, sewer, and electrical installation.

\$ 146,977.36 Total Price per Splash Pad.

Description	Quantity	Unit of Measure	Price Per Unit	Extended Price
Mobilization	1	Yd.	\$ 21,914.17	\$ 21,914.17
Sand clay	0	Yd.	\$ 0.00	\$ 0.00
Top soil	0	Yd.	\$ 0.00	\$ 0.00
57 stone	23	ton	\$ 163.11	\$ 3,751.53
Pea gravel/89 Stone	28	ton	\$ 407.27	\$ 11,403.56
4000 psi concrete	31	Cu.yds.	\$ 723.31	\$ 22,422.61
3000 psi concrete	3	Cu.yds.	\$ 1,134.45	\$ 3,403.35
Equipment rentals	15	day	\$ 460.22	\$ 6,903.30
Permits	1	each	\$ 2,500.00	\$ 2,500.00
License plumber	10	hour	\$ 160.00	\$ 1,600.00
License election	20	hour	\$ 130.00	\$ 2,600.00
MEP Installer	625	hour	\$ 95.00	\$ 59,375.00
Pipe/Material/Incidentals	1	LS	11,103.84	\$ 11,103.84
<b>TOTAL PRICE</b>				\$ 146,977.36

**Item 3: Splash Pad Installation:** Grays Creek Middle School - 5151 Celebration Dr, Hope Mills  
 Complete cost of Mobilization, Grading, Splash Pad – Fully installed and functional, and Domestic waterline, sewer, and electrical installation.

\$ 182,034.85 Total Price per Splash Pad.

Description	Quantity	Unit of Measure	Price Per Unit	Extended Price
Mobilization	1	Yd.	\$ 24,174.11	\$ 24,174.11
Sand clay	0	Yd.	\$ 0.00	\$ 0.00
Top soil	0	Yd.	\$ 0.00	\$ 0.00
57 stone	39	ton	\$ 140.84	\$ 5,492.76
Pea gravel /89 Stone	28	ton	\$ 423.53	\$ 11,858.84
4000 psi concrete	51	Cu.yds.	\$ 708.16	\$ 36,116.16
3000 psi concrete	3	Cu.yds.	\$ 1,286.21	\$ 3,858.63
Equipment rentals	20	day	\$ 451.26	\$ 9,025.20
Permits	1	each	\$ 2,500.00	\$ 2,500.00
License plumber	10	hour	\$ 160.00	\$ 1,600.00
License election	20	hour	\$ 130.00	\$ 2,600.00
MEP Installer	715	hour	\$ 95.00	\$ 67,925.00
Pipe/Material/Incidentals	1	LS	\$ 16,884.15	\$ 16,884.15
<b>TOTAL PRICE</b>				\$ 182,034.85

**Item 4: Splash Pad Installation:** Linden Little River Park - 5200-5224 Loop Rd, Linden  
 Complete cost of Mobilization, Grading, Splash Pad – Fully installed and functional, and Domestic waterline, sewer, and electrical installation.

\$ 136,589.37 Total Price per Splash Pad.

Description	Quantity	Unit of Measure	Price Per Unit	Extended Price
Mobilization	1	Yd.	\$ 21,439.77	\$ 21,439.77
Sand clay	0	Yd.	\$ 0.00	\$ 0.00
Top soil	0	Yd.	\$ 0.00	\$ 0.00
57 stone	39	ton	\$ 125.71	\$ 4,902.69
Pea gravel/89 Stone	16	ton	\$ 449.82	\$ 7,197.12
4000 psi concrete	21	Cu.yds.	\$ 746.12	\$ 15,668.52
3000 psi concrete	3	Cu.yds.	\$ 1,089.48	\$ 3,268.44
Equipment rentals	20	day	\$ 421.75	\$ 8,435.00
Permits	1	each	\$ 2,500.00	\$ 2,500.00
License plumber	10	hour	\$ 160.00	\$ 1,600.00
License election	20	hour	\$ 130.00	\$ 2,600.00
MEP Installer	575	hour	\$ 95.00	\$ 54,625.00
Pipe/Material/Incidentals	1	LS	\$ 14,352.83	\$ 14,352.83
<b>TOTAL PRICE</b>				\$ 136,589.37

**Item 5: Splash Pad Installation:** Wade Community Park - 4060 Church Street, Wade  
 Complete cost of Mobilization, Grading, Splash Pad – Fully installed and functional, and Domestic waterline, sewer, and electrical installation.

\$ 147,329.52 Total Price per Splash Pad.

Description	Quantity	Unit of Measure	Price Per Unit	Extended Price
Mobilization	1	Yd.	\$ 21,930.35	\$ 21,930.35
Sand clay	0	Yd.	\$ 0.00	\$ 0.00
Top soil	0	Yd.	\$ 0.00	\$ 0.00
57 stone	39	ton	\$ 129.28	\$ 5,041.92
Pea gravel/89 Stone	23	ton	\$ 422.25	\$ 9,711.75
4000 psi concrete	31	Cu.yds.	\$ 723.46	\$ 22,427.26
3000 psi concrete	3	Cu.yds.	\$ 1,135.97	\$ 3,407.91
Equipment rentals	20	day	\$ 428.73	\$ 8,574.60
Permits	1	each	\$ 2,500.00	\$ 2,500.00
License plumber	10	hour	\$ 160.00	\$ 1,600.00
License election	20	hour	\$ 130.00	\$ 2,600.00
MEP Installer	590	hour	\$ 95.00	\$ 56,050.00
Pipe/Material/Incidentals	1	LS	\$ 13,485.73	\$ 13,485.73
<b>TOTAL PRICE</b>				\$ 147,329.52

**Total: \$ 776,417.47 For all 5 Splash Pads.**

(Please Sign Below and Attach to your Bid)

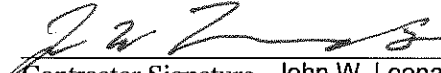
**16. IRAN DIVESTMENT ACT CERTIFICATION**

As mandated by N.C.G.S. 147-86.59(a), Bidder hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Bidder further certifies that in accordance with N.C.G.S. 147-86.59(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. Bidder certifies that the signatory to this Invitation to bids is authorized by the Bidder to make the foregoing statement.

**17. E-VERIFY**

Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use e-verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

Armstrong Construction Company, Inc.  
Contractor Name (Print)

  
Contractor Signature John W. Leonard II

July 12, 2018  
Date of Signature



Attach to Bid    Attach to Bid    Attach to Bid    Attach to Bid    Attach to Bid

### LIST OF SUBCONTRACTORS


The Prime Contractor states that his Bid is based on quantities received from the following Subcontractors for the various categories of work listed which may exceed 5% of the Contract work; the Prime Contractor agrees that if he is the successful Bidder and if the listed Subcontractors are approved by the Owner's Representative, he shall contract with the approved listed Subcontractors for the performance of this work. The total amount of subcontracted work cannot exceed 49% of the Contract Amount.

Subcontractors Name	Type of Work	% of Contract Amount
Aqua Underground, Inc.	Splash Pad Installation	87%
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL

Armstrong Construction Company, Inc.

COMPANY



BIDDER'S SIGNATURE John W. Leonard II

President

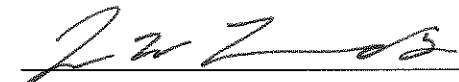
TITLE

**SPLASH PAD INSTALLATION  
CERTIFICATION OF PRIMARY PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant, Armstrong Construction Company, Inc. (major third party contractor), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT Armstrong Construction Company, Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

  
SIGNATURE

President  
TITLE

John W. Leonard II  
PRINTED NAME

July 12, 2018  
DATE

**CITY OF FAYETTEVILLE  
SDBE COMPLIANCE PROVISIONS**

**SDBE CONTRACT PROVISIONS (CONSTRUCTION)**

**APPLICATION:**

The requirements of the Small Disadvantaged Business Program for participation in the City of Fayetteville's construction contracts are hereby made a part of these contract documents. These requirements shall apply to all contracts regardless of ownership. Copies of the Program may be obtained from:

City of Fayetteville  
Purchasing Division  
433 Hay Street  
Fayetteville, NC 28301  
Phone: (910) 433-1942  
Fax: (910) 433-1680  
E-mail: [NCameron@ci.fay.nc.us](mailto:NCameron@ci.fay.nc.us)

**SDBE COMPLIANCE REQUIREMENTS**

1. The Bidder shall provide, **with the bid**, the SDBE CONTRACT PROVISIONS (CONSTRUCTION), properly executed which signifies that the Bidder understands and agrees to the incorporated SDBE contract provisions.
2. The Bidder shall provide **with the bid**:
  - Affidavit B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces; **and**
  - IDENTIFICATION OF SMALL DISADVANTAGED BUSINESS PARTICIPATION – This certifies that on this project listed small disadvantaged business enterprises will be used as construction subcontractors, vendors, suppliers, or providers of professional services. Enter zero dollars indicating no SDBE's are being used with this project; or
  - Affidavit A – LISTING OF GOOD FAITH EFFORTS **AND** IDENTIFICATION OF SMALL DISADVANTAGED BUSINESS PARTICIPATION, as certification that those small disadvantaged businesses listed will be used on this project.
3. Upon being named apparent low Bidder, The Bidder shall provide:
  - Affidavit C – PORTION OF WORK TO BE PERFORMED BY SMALL DISADVANTAGED FIRMS, if the portion of the work to be executed by SDBE's is **equal to or greater** than 10% of the Bidders total contract price; or,
  - Affidavit D – GOOD FAITH EFFORTS, if the goal of 10% participation by SDBE's **is not** achieved.

All written statements, certifications or intentions made by the Bidder shall become part of the agreement between the Contractor and the City of Fayetteville for performance of this Contract. Failure to comply with any of these statements, certifications or intentions, or with the SDBE compliance provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Fayetteville whether to terminate the contract for breach.

**Subcontractor Payment Requirements:**

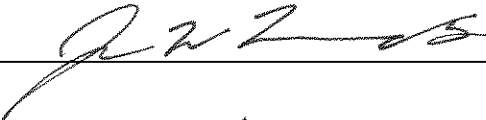
North Carolina General Statutes 143-134.1 (N.C.G.S.) states that the percentage of retainage on payments may by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the City of Fayetteville to the prime contractor. Failure to comply with this provision shall be considered a breach of contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall provide an itemized statement of payments to each SDBE subcontractor before final payment is processed.

Date: July 12, 2018

Armstrong Construction Company, Inc.

(Name of Company)



(Signature)

Attest:



John W. Leonard II

(Above Name Typed or Printed)

President

(Title)

**Attach to Bid    Attach to Bid    Attach to Bid    Attach to Bid    Attach to Bid**

City of Fayetteville

**Affidavit A – Listing of the Good Faith Efforts**

Affidavit of Armstrong Construction Company, Inc.

(Name of Bidder)

**I have made a good faith effort to comply under the following areas checked:**

*(A minimum of 50 value points must be checked in order to have achieved a "good faith effort")*

- ☐ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 1 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. **Value = Ten (10) points.**
- ☐ (2) Making the construction plans, specification and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. **Value = Ten (10) Points.**
- ☐ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. **Value = Fifteen (15) points.**
- ☐ (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment or minority businesses. **Value= Ten (10) points.**
- ☐ (5) Attending any pre-bid meetings scheduled by the public owner. **Value = Ten (10) points.**
- ☐ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. **Value = Twenty (20) points.**
- ☐ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. **Value = Fifteen (15) points.**
- ☐ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. **Value = Twenty-five (25) points.**
- ☐ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. **Value = Twenty (20) points.**
- ☐ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. **Value = Twenty (20) points.**

In accordance with GS143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Small Disadvantaged Business Commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: July 12, 2018

Name of Authorized Officer: John W. Leonard II, President

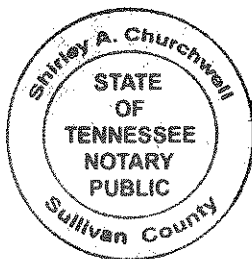
John W. Leonard II, President

Tennessee  
State of North Carolina, County of Sullivan

Subscribed and sworn to before me this 12th day of July, 2018

Notary Public Shirley A. Churchwell

My commission expires April 1, 2019





Attach to Bid   Attach to Bid   Attach to Bid   Attach to Bid   Attach to Bid

**CITY OF FAYETTEVILLE  
SDBE COMPLIANCE PROVISIONS**

**AFFIDAVIT B**

**Intent to Perform Contract with Own Workforce**

Affidavit of

Armstrong Construction Company, Inc.

(Name of Bidder)

I hereby certify that it is our <sup>not</sup> intent to perform 100% of the work required for the \_\_\_\_\_  
Cumberland County Splash Pad Installation for the City of Fayetteville, North Carolina  
\_\_\_\_\_ contract.

(Name of Project)

~~In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type of project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and will complete all elements of this project without the use of subcontractors, materials suppliers or providers of professional services.~~

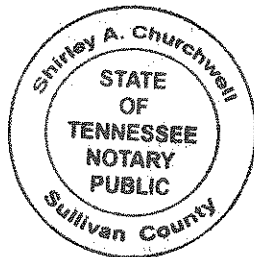
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: July 12, 2018 Name of Authorized Officer: John W. Leonard II

Signature: 

Title: President



Tennessee  
~~State of North Carolina~~, County of Sullivan  
Subscribed and sworn to before me this 12th day of July 2018  
Notary Public Shirley A. Churchwell  
My commission expires April 1, 2019

Attach to Bid   Attach to Bid   Attach to Bid   Attach to Bid   Attach to Bid

**CITY OF FAYETTEVILLE  
SDBE COMPLIANCE PROVISIONS**

**Identification of Small Disadvantaged Business Participation**

I, Armstrong Construction Company, Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE Category

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

The total value of small disadvantaged business contracting will be (\$) 0.



**PURCHASING**

**July 9, 2018**

**MEMO TO:** Prospective Bidders

**FROM:** Francesca Cameron, Purchasing Agent

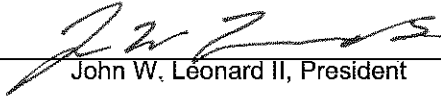
**SUBJECT:** **Addendum #1: ITB – Cumberland County Splash Pad Installation (Re-Advertisement #2)**  
Fayetteville, North Carolina

<b>DUE DATE AND TIME:</b> <b>July 12, 2018; 5:00 p.m.</b>
---

1. The Bid Documents are hereby modified per the attached Addendum #1 dated July 9, 2018. To include the following:
  - a. **The bid deadline has been extending to July 12, 2018 at 5:00 pm at City Hall located at 433 Hay St. Fayetteville, NC.**
2. The foregoing changes shall be incorporated in the Bid Documents, and a copy of the Addendum #1, signed by the Bidder, must accompany the Bid to indicate the Bidder's familiarity with the changes.

**Bidder Acknowledgement:**

Bidder Name (Print): Armstrong Construction Company, Inc.

Bidder Signature:   
John W. Leonard II, President

Date of Signature: July 12, 2018

# A310™ – 2010 Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Armstrong Construction Company, Inc.  
P. O. Box 8  
Kingsport, TN 37662

**SURETY:**

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

City of Fayetteville  
433 Hay Street  
Fayetteville, NC 28301

**BOND AMOUNT:** \$ Five percent (5%) of the amount of the attached proposal

**PROJECT:**

(Name, location or address, and Project number, if any)

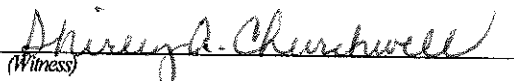
Cumberland County Splash Pad Installation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th. day of July, 2018

  
(Witness)

Armstrong Construction Company, Inc.  
(Principal)

(Seal)

  
(Title) John W. Leonard II, President

  
(Witness)

Berkley Insurance Company  
(Surety)

(Seal)

  
(Title) Connie S. Pendleton, Attorney-in-fact

**POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE**

**NOTICE:** The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

**KNOW ALL MEN BY THESE PRESENTS,** that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Aaron R. Jensen; Connie S. Pendleton; or Christie G. Swinney of Shafer Insurance Agency, Inc. of Kingsport, TN* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29<sup>th</sup> day of February, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 29<sup>th</sup> day of February, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

**MARIA C. RUNDBAKEN**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of July, 2018.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



License Year

2018

License No.

2187

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Armstrong Construction Company  
Kingsport, TN

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited  
Classification: Building

until

December 31, 2018

when this Certificate expires.

Witness our hands and seal of the Board

Dated, Raleigh, N.C.

January 1, 2018

This certificate may not be altered.



Chairman

Secretary-Treasurer

## County Splash Pad Installation Bid Tab

Per Splash Pad Price	VORTEX	Carolina Recreation & Design	Armstrong Construction Company Inc	Split Award Between Carolina and Armstrong
Vendor Location	Carrollton, TX	Mooresville, NC	Kingsport, TN	
Wade	\$ 170,445.00	\$ 120,607.00	\$ 147,329.52	\$ 120,607.00
Eastover	\$ 178,595.00	\$ 173,781.00	\$ 163,486.37	\$ 163,486.37
Godwin	\$ 173,405.00	\$ 163,423.00	\$ 146,977.36	\$ 146,977.36
Linden	\$ 146,795.00	\$ 136,345.00	\$ 136,589.37	\$ 136,345.00
Grays Creek	\$ 213,440.00	\$ 167,282.00	\$ 182,034.85	\$ 167,282.00
<b>TOTAL for all 5 Splash Pads</b>	<b>\$ 882,680.00</b>	<b>\$ 761,438.00</b>	<b>\$ 776,417.47</b>	<b>\$ 734,697.73</b>
Discount If all 5 Awarded	\$ (88,268.00)			
Sales Tax	\$ 42,002.00			
<b>TOTAL PROJECT COST</b>	<b>\$ 794,412.00</b>	<b>\$ 803,440.00</b>	<b>\$ 776,417.47</b>	<b>\$ 734,697.73</b>



## **BUDGET DIVISION**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 7/31/2018**

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE AUGUST 6, 2018 BOARD OF COMMISSIONERS' AGENDA**

#### **BACKGROUND**

##### **General Fund 101**

**1) Education - Budget Ordinance Amendment B190688 to appropriate fund balance in the amount of \$686,891 for the Cumberland County Board of Education current school expense**

The Board is requested to approve Budget Ordinance Amendment B190688 to appropriate fund balance in the amount of \$686,891 for the Cumberland County Board of Education current school expense. This is the result of the special meeting held on June 11, 2018 where an agreement was reached to increase the annual current expense budget for the Board of Education to \$80,150,000. The fiscal year 2019 budget as adopted on June 04, 2018 initially appropriated \$79,463,109 for current school expense.

Please note this amendment requires the use of general fund balance.

##### **Solid Waste Fund 625**

**2) Solid Waste - Budget Ordinance Amendment B190708 to appropriate Solid Waste fund balance in the amount of \$78,360 to purchase items for the maintenance of the landfill gas system**

The Board is requested to approve Budget Ordinance Amendment B190708 to appropriate Solid Waste fund balance in the amount of \$78,360. Beginning in July, Cumberland County will maintain the landfill gas system located at Ann Street. The equipment, which is necessary for continued operation and maintenance of the gas system, will be purchased from Fayetteville Gas Producers (FGP).

Please note this amendment requires the appropriation of solid waste fund balance.

**REGARDING THE FOLLOWING ITEMS 3 - 11 PLEASE NOTE:**

**Each fiscal year County departments may have projects that are not complete by the fiscal year end (6/30/18) or items ordered that have not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2018 budget; however, the money was not spent by June 30, 2018.**

**The following amendments seek to bring those funds forward from FY 2018 into the current fiscal year, allowing departments to complete and pay for these items. These revisions are not using ‘new’ funds but are recognizing the use of FY18 funds in FY19.**

**General Fund 101**

**3) Library Grants- Budget Ordinance Amendment B190527 to bring FY18 funds forward in the amount of \$500 for the Library Services and Technology Act (LSTA) Grant**

The Board is requested to approve Budget Ordinance Amendment B190527 to bring FY18 funds forward in the amount of \$500. These funds were awarded from the State Library of North Carolina – Library Services and Technology Act (LSTA) Research Institute for Public Libraries to be used towards continuing education expenses for staff. This grant was originally approved by the Board on May 5, 2018.

**4) Library Grants - Budget Ordinance Amendment B190530 to bring FY18 funds forward in the amount of \$300 for the Truth, Racial Healing, and Transformation Great Stories Club Grant**

The Board is requested to approve Budget Ordinance Amendment B190530 to bring FY18 funds forward in the amount of \$300. These funds were awarded from the American Library Association to purchase books, programming materials, and refreshments for the program participants. The grant was originally approved by the Board on April 3, 2018.

**5) Register of Deeds - Budget Ordinance Amendment B190788 to bring FY18 funds forward in the amount of \$440,766 for expenses related to record indexing**

The Board is requested to approve Budget Ordinance Amendment B190788 to bring FY18 funds forward in the amount of \$440,766. This represents funds that were unspent in FY18 and will be used in the current year for indexing land and other legal records.

**6) Animal Control - Budget Ordinance Amendment B190764 to bring FY18 funds forward in the amount of \$4,366 for the Pet Smart grant**

The Board is requested to approve Budget Ordinance Amendment B190764 to bring FY18 funds forward in the amount of \$4,366. These grant funds were received in FY18 and will be used in the current year to purchase cat portals and privacy curtains for the cats in the holding area of the shelter.

**7) Planning - Budget Ordinance Amendment B190473 to bring FY18 funds forward in the amount of \$6,250 for completion of a process review study**

The Board is requested to approve Budget Ordinance Amendment B190473 to bring FY18 funds forward in the amount of \$6,250. The purpose of the study is to review the subdivision and site plan review processes and responsibilities as they exist between the Town of Hope Mills staff and County staff on development both with the Town of Hope Mills and in their Municipal Influence Area.

**8) Soil Conservation District - Budget Ordinance Amendment B190596 to bring FY18 funds forward in the amount of \$205,305 from the North Carolina Department of Agriculture and Consumer Services Division of Soil and Water Conservation**

The Board is requested to approve Budget Ordinance Amendment B190596 to bring FY18 funds forward in the amount of \$205,305. These funds are for storm debris removal from Hurricane Matthew and were originally approved by the Board on February 5, 2018.

**9) Social Services - Budget Ordinance Amendment B190616 to bring FY18 funds forward in the amount of \$111,600 from the Department of Health and Human Services for the Adoption Promotion Program**

The Board is requested to approve Budget Ordinance Amendment B190616 to bring FY18 funds forward in the amount of \$111,600 representing Adoption Promotion Program Funds from the Department of Health and Human Services. These funds were received in late June and will be used to fund adoption events in the current year.

**10) Social Services - Budget Ordinance Amendment B190727 to bring FY18 funds forward in the amount of \$3,447 to complete the closed-circuit TV project**

The Board is requested to approve Budget Ordinance Amendment B190727 to bring FY18 funds forward in the amount of \$3,447 to complete the NC Fast closed-circuit TV and communication project that began in FY2018.

**Recreation Fund 250**

**11) Parks and Recreation - Budget Ordinance Amendment B190610 to bring FY18 funds forward in the amount of \$1,653,004 for projects incomplete at year-end**

The Board is requested to approve Budget Ordinance Amendment B190610 to bring FY18 funds forward in the amount of \$1,653,004 for various recreation projects not completed by the end of FY18.

**RECOMMENDATION / PROPOSED ACTION**

Approve Budget Ordinance Amendments





**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASST. COUNTY MGR. FOR ENVIRONMENTAL AND  
COMMUNITY SAFETY**

**DATE: 8/2/2018**

**SUBJECT: MEMORIAL PARKING MARKERS**

**BACKGROUND**

A local military veteran, Mr. Rick Murillo, with the support of a non-profit group, Southern CC, Inc. (please see attached information), has developed a program utilizing parking space signage that serves as a memorial marker for military veterans and first responders that have died in the line of duty. Mr. Murillo is requesting the opportunity to place markers in various County parking lots. Attached are photos of markers that are in place at area businesses and venues in Cumberland County. Southern CC and Mr. Murillo would pay for the creation of each marker and install the signage on a post installed by the County Sign Shop. The only cost to the County would be the installation of the post for each sign. Engineering and Infrastructure would work with Mr. Murillo to determine the proper location, placement, and quantity of signs allowed at any County facility.

**RECOMMENDATION / PROPOSED ACTION**

The Facilities Committee at its August 2, 2018 meeting approved this item to move forward to the full Board of Commissioners as a Consent Agenda item at the August 6, 2018 regular meeting.

**ATTACHMENTS:**

Description	Type
SCC, Inc. Letter of Support	Backup Material
Signage Examples	Backup Material



Mr. Tony Brown  
Southern CC, INC.  
4702 Pamlico Rd  
Fayetteville, NC 28304  
July 10, 2018

To whom it may Concern:

This letter is to recognize Southern CC, Inc. affiliation to work alongside with Mr. Enrique Murillo. Mr. Murillo has been working diligently in rehabilitating himself by working with the community, volunteering on multiple projects such as hurricane relief efforts for Cumberland County and building homes for veterans. Mr. Murillo is also the Founder/CEO of Purple Heart/Veterans/First Responders parking dedications.

The dedications are a tribute to all who has fallen in the line of duty. A sign that includes a Gold Plate of the heroes name, title or rank as well as a QR code in which patrons and family members for generations to come can scan with their smartphones by downloading an app (QR code scanner) to see a picture and bio of the honored hero.

Southern CC, Inc. is in full support of every dedication that Mr. Murillo is creating for the heroes who sacrifices their lives to this great country. If any questions or inquires needed further, you can contact me directly at the information provided below.

Sincerely,

Mr. Tony Brown  
CEO/Founder of Southern CC, Inc.  
718.344.7378  
Tonyubrown@southernccinc.org

## Examples of Existing Memorial Parking Space Markers

By Mr. Murillo & Southern CC, Inc.





## ENGINEERING AND INFRASTRUCTURE DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**

**DATE: 8/2/2018**

**SUBJECT: LEASE AGREEMENT RENEWAL FOR THE JERNIGAN SOLID WASTE  
CONTAINER SITE**

#### **BACKGROUND**

The Solid Waste Department operates the Jernigan Container site located at 9221 Giles Road, Linden, NC. Cumberland County leases the property for this site from CES, L.L.C. This container site has been in operation for over thirty-five years at the same location and it is critical that this site remain open in order to provide the necessary service to the citizens within the surrounding community. The current lease agreement is set to expire on August 12, 2018.

The property owner has agreed to renew the lease with Cumberland County for an additional five years with the same terms as the exiting lease (attached for your convenience). The current lease amount is \$4,000 for the full five-year lease agreement which is to be paid promptly after the execution of the lease agreement.

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

The Facilities Committee approved the lease renewal of the Jernigan Solid Waste Container Site at the August 2, 2018 Facilities Committee Meeting and forwarded this item to the full Board as a Consent Agenda item at its August 6, 2018 Board of Commissioners' Meeting.

#### **ATTACHMENTS:**

Description

Existing Jernigan Container Site Lease

Type

Backup Material



STATE OF NORTH CAROLINA

LEASE AGREEMENT  
(JERNIGAN CONTAINER SITE)

COUNTY OF CUMBERLAND

Approved by the Board of Commissioners on June 17, 2013

THIS LEASE AGREEMENT, made and entered into August, 2013, by and between CES, L.L.C., of Columbia, South Carolina, party of the first part, hereinafter called OWNER, and CUMBERLAND COUNTY, party of the second part, hereinafter called COUNTY.

WITNESSETH:

Subject to the terms and conditions herein contained, OWNER does hereby lease and let unto COUNTY, and COUNTY accepts as LESSEE, that certain tract or parcel of land in Carvers Creek Township, Cumberland County, North Carolina, being described as follows:

Containing 0.53 acres, more or less.

BEGINNING at a point in the southern margin of SR 1702 (60' right-of-way), said point being South 87 degrees East 335.00 feet from the point of intersection of the southern margin of said SR No. 1702 and the western margin of Lucille Jernigan Property as recorded in Deed Book 471, page 161 Cumberland County Registry; and running thence with the southern margin of said SR No. 1702 South 87 degrees East 250.00 feet to an existing monument; thence South 22 degrees 48 minutes East 46.00 feet to an existing monument in the western margin of SR No. 1700 (60' right-of-way); thence with the western margin of said SR No. 1700 South 41 degrees 49 minutes West 70.00 feet to a point; thence North 84 degrees 14 minutes West 226.41 feet to a point; thence North 03 degrees East 85.00 feet to the point and place of BEGINNING.

To have and to hold said lands for the term and upon the conditions as follows:

I.

This lease term shall commence on August 12, 2013, and continue for a period of five (5) years, unless sooner terminated by agreement of the parties or unless at any time continued performance by either of the parties will result in a violation of any county, state or federal law. COUNTY is granted the option to renew this lease for an additional period of five (5) years upon the same terms and conditions with the exception that the rental fee shall be negotiable thirty (30) days prior to expiration of the original term.

II.

COUNTY has been using this site and will continue to use this site for the purpose of maintaining a solid waste container site with the necessary solid waste containers, ramps, pads, driveways, and fences for public use.

III.

The rental to be paid by COUNTY to OWNER for said property shall be EIGHT HUNDRED DOLLARS (\$800.00) per year for the five (5) year period payable in a lump sum of FOUR THOUSAND DOLLARS (\$4,000.00) promptly after the execution of this lease agreement.

IV.

COUNTY will maintain the property in an orderly manner at all times.

V.

COUNTY may continue to make other additions, improvements, and alterations, and erect additional structures or install signs, in or around the property. Such additions, improvements, and alterations, or erection of structures or signs so placed in or upon or attached to the property shall remain the property of COUNTY and shall be removed from the property prior to the termination of this lease or within a reasonable time thereafter. If removal causes damage or injury to the property, COUNTY shall repair such damage or injury

VI.

OWNER warrants and covenants that it is the owner of the above described property, and has the authority to enter into this Lease.

VII.

County shall indemnify and hold harmless OWNER from any claims for damages, either for personal injury or property damage, made by the employees, agents, contractors or invitees of County, or anyone using the facility and arising out of or in connection with County's operations in maintaining the Solid Waste Container Site on said property for the use of the public.

IN WITNESS WHEREOF, this instrument is duly executed the day and year first above written.

ATTEST

BY: Candice White  
CANDICE WHITE



COUNTY OF CUMBERLAND

BY: Jimmy Keefe  
JIMMY KEEFE Chairman  
Board of County Commissioners

CES, LLC

By: [Signature]

Managing Member

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

BY: Amy Cannon  
AMY CANNON, County Finance Officer

...ner Site Lease

APPROVED FOR LEGAL SUFFICIENCY

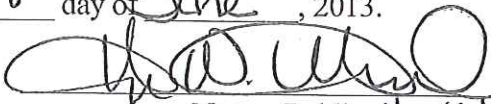
BY: [Signature]  
County Attorney's Office



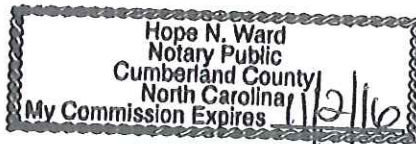
STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, Hope N. Ward, a Notary Public in and for the State of North Carolina, certify that CANDICE WHITE personally appeared before me this day and acknowledged that she is the Clerk to the Board of County Commissioners; that JIMMY KEEFE is the Chairman of said Board; that the seal affixed to the foregoing Instrument is the Corporate Seal of said Board; that said Instrument was signed and sealed by said Chairman and attested by the said Board, all by its authority duly granted; and that said CANDICE WHITE acknowledged the said Instrument to be the act and deed of the said Board.

WITNESS my hand and seal this the 18th day of June, 2013.

  
Notary Public, Hope N. Ward

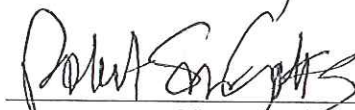
My Commission Expires: 11/2/16



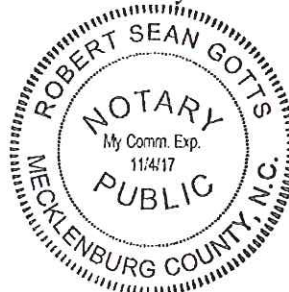
~~STATE OF SOUTH CAROLINA~~  
COUNTY OF MECKLENBURG

I, Robert Sean Gotts, a Notary Public in and for the State of South Carolina, certify that Leanne Smith personally appeared before me this day and acknowledged that he/she is the managing member of CES, LLC, and that he/she executed the foregoing Lease Agreement on behalf of CES, LLC, for the purpose therein expressed.

WITNESS my hand and notarial seal this the 29 day of July, 2013.

  
Notary Public

My Commission Expires: NOVEMBER 4, 2017





## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**

**DATE: 8/2/2018**

**SUBJECT: NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY RATING SYSTEM (CRS) ANNUAL RECERTIFICATION PROGRESS REPORT**

#### **BACKGROUND**

Cumberland County participates within the National Flood Insurance Program's (NFIP) Community Rating System (CRS). The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. The County's participation allows those that are required to have flood insurance to receive discounted insurance premium rates. Cumberland County currently has a class rating of 8 which allows property owners to receive a 10% discount off their insurance premiums for policies within the Special Flood Hazard Area (SFHA).

As part of the County's annual recertification process, our Department is required to provide an update on each action item related to floodplain management outlined within the Cumberland County Multi-Jurisdictional Hazard Mitigation Plan. Another requirement is that this progress report be presented to the governing board. The progress report is being provided as an attachment to this memo.

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

The Facilities Committee received the report and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its August 6, 2018, Board of Commissioners' Meeting.

#### **ATTACHMENTS:**

Description

CRS Progress Report

Type

Backup Material

## CRS Activity 510

### Progress Report on Implementation of Credited Plan

Date this Report was Prepared: July 5, 2018

Name of Community: Cumberland County

Name of Plan: Cumberland – Hoke Regional Hazard Mitigation Plan

Date of Adoption of Plan: June 6, 2016

*5 Year CRS Expiration Date: June 6, 2021*

1. How can a copy of the original plan or area analysis report be obtained: The plan can be obtained from the County's website at the following link:  
[www.co.cumberland.nc.us/planning.aspx](http://www.co.cumberland.nc.us/planning.aspx)  
Once you are on the website, click the tab "Other New Business" and it will take you directly to the link to download the complete report.
2. Describe how this evaluation report was prepared and how it was submitted to the governing body, released to the media, and made available to the public:  
Cumberland County partnered with Hoke County and was awarded a grant from the State to update their Hazard Mitigation Plan into one combined plan. The report was published on the County's website and at various locations around the County. Public hearings were held and each jurisdiction's governing body adopted the plan upon completion.
3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:

*Note: The six jurisdictions that the County provides implementation of their Floodplain Development Ordinance (Eastover, Godwin, Falcon, Wade, Linden & Stedman) do not have any additional action items related to SFHA that are not listed below.*

**The following action items are for Cumberland County and all jurisdictions.**

*Action #1: Maintain an all hazards public education program to educate and prepare residents for all of the hazards that impact Cumberland County.*

- The Engineering & Infrastructure Department reviews the floodplain development, the SFHA and the CRS program at its Citizens Academy every year. We promote it on the website and at booths at fairs, festivals and special events.

*Action #3: Conduct a countywide infrastructure vulnerability assessment to identify priority needs for updating ill-designed or outdated critical structures.*

- The Engineering & Infrastructure Department works closely with Emergency Management to address any issues that are identified. Since plan adoption, we have added additional battery support for the UPS system that supports the 911 Call Center.

*Action #5: Collaborate with NC Cooperative Extension and NC Agriculture and Forestry Adaptation Working Group to provide more local support and encouragement of forest conversation and farmland preservation measures.*

- These efforts are taken by both groups as they are a part of the core functions of each of these agencies on a daily basis.

*Action #8: Analyze and update local development ordinances to make buildings safer from wind and flooding, more energy and water efficient, more tolerant of heatwaves and healthier to live in. Also, provide incentives for making buildings safer from wind, flooding, more energy and water efficient and healthier to live in.*

- Cumberland County was negatively impacted in October 2016 by significant flooding from Hurricane Matthew. Our Headquarters Library was damaged from flooding from Cross Creek. As a result, we have installed flood barriers in front of all exterior doors for the lower level to reduce the likelihood of future flooding events. The Engineering & Infrastructure Department continues to identify and replace older building operation systems with newer energy efficient equipment as part of the Capital Improvement Plan on an annual basis. In addition, we have replaced exterior windows in several older facilities with new more energy efficient windows that should reduce energy costs moving forward.

*Action #9: Use natural systems, more open space and green surfaces to manage stormwater in a more resilient fashion.*

- Since adoption of the plan, Cumberland County has incorporated depressed landscaped islands in parking lots in an effort to reduce the amount of stormwater runoff as well as provide plants and trees in areas that did not have any prior to improvements.

**The following action items are for Cumberland County unincorporated areas.**

*Action #1: Restrict residential and non-compatible uses within the Special Flood Hazard Area.*

- The County restricts the zoning of the special flood hazard area to Conservancy District (CD) which restricts residential and non-compatible uses.

*Action #3: Develop a tree ordinance to address clear cutting.*

- The County currently has a small stream standard where vegetation is required to remain undisturbed. The Planning Department will evaluate how best to implement a comprehensive tree ordinance.

*Action #4: Develop a greenway program as a means to protect natural areas along the rivers, streams, creeks and drain ways.*

- The County currently has a small stream standard where vegetation is required to remain undisturbed.

*Action #5: Revise the Subdivision Ordinance requiring and additional access for emergency vehicles and to be used as an evacuation route for developments located near special flood hazard area.*

- This provision has not been included as part of the Subdivision Ordinance at the current time. Funding of such requirements is the reason in which this provision has not been included within the ordinance.

4. Discuss why any objectives were not reached or why implementation is behind schedule:

These items have been discussed in the statements above.

5. What are the recommendations for new projects or revised recommendations?

Cumberland County will continue its efforts to educate the community on the SFHA and the efforts that have been outlined above.



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**

**DATE: 8/2/2018**

**SUBJECT: CONTRACT FOR EXTERIOR BUILDING REPAIRS AT MULTIPLE COUNTY FACILITIES**

#### **BACKGROUND**

The Historic Courthouse, Headquarters Library and Hope Mills Library were identified for exterior repairs including shingle replacement, exterior insulation and finish systems (EIFS) repairs, vertical crack repairs, lintel repair and stair repairs. These repairs were included in the capital improvement installment financing plan that was approved by the Local Government Commission (LGC) on September 12, 2017.

A pre-bid meeting was held on June 7, 2018. Informal bids were received on June 21, 2018 for the proposed roof and exterior wall repairs. The certified bid tab along with a letter of recommendation from Fleming & Associates, PA, the project engineer, have been attached. The lowest, responsible and responsive bid was submitted by Jacobs Construction & Home Improvements in the amount of \$226,080. A \$15,000 owner's allowance is included within the bid amount for any additional work that may be needed.

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

The Facilities Committee approved the recommendation listed below at its August 2, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its August 6, 2018 Board of Commissioners' Meeting:

- Accept the bids for the exterior building repairs to multiple County facilities and approve a contract with Jacobs Construction & Home Improvements in the amount of \$226,080.

#### **ATTACHMENTS:**

Description

Letter of Recommendation and Certified Bid Tab

Type

Backup Material







FLEMING & ASSOCIATES, PA  
STRUCTURAL ENGINEERING • FORENSICS • ROOFING DESIGN

Principals: Stephen Fleming, PE, RRC, REWC ■ J. Ben Rogers, PE ■ Sarah Duncan, PE ■ John Kells, PE, SE

June 25, 2018

Jeffery Brown, PE / Engineering & Infrastructure Director  
Cumberland County  
140 Gillespie St.  
Fayetteville, NC 28301

Re: Structural and Building Envelope Repairs (Historic Courthouse, Headquarters Library and Hope Mills Library)  
Our Job No.: 18-39

Dear Mr. Brown,

Enclosed you will find a Certified Bid Tabulation Form for the Structural and Building Envelope Repairs. I recommend that Cumberland County enter into a construction contract with Jacobs Construction & Home Improvements to include the base bid and alternate numbers 1 and 2 for a total contract sum of \$226,080.00.

Please call if you have questions or comments.

Sincerely,

Fleming & Associates, PA

Stephen Fleming, PE, RRC, REWC



## Bid Tabulation Form

Structural and Building Envelope Repairs

Cumberland County

Bid Opening Date and Time: June 21, 2018 at 3pm

Engineer's Project Number: 18-39

Contractor	Add. #1	Add. #2	Base Bid Hope Mills Library	Add Alt. #1 Historic Courthouse	Add Alt. #2 Headquarters Library	Base Bid plus Alternates 1 & 2	Unit Prices Form	IMBP	MBE Affidavit	Bid Bond
<b>Jacobs Construction and Home Improvements</b>	Yes	Yes	<b>\$172,140.00</b>	<b>\$24,600.00</b>	<b>\$29,340.00</b>	<b>\$226,080.00</b>	Yes	Yes*	Affidavit A*	Yes
M & E Contracting, Inc.	Yes	Yes	\$185,570.00	\$28,667.00	\$29,723.00	\$243,960.00	Yes	Yes	Affidavit A	Yes
Player, Inc.	Yes	Yes	\$277,822.00	\$72,000.00	\$82,550.00	\$432,372.00	Yes	Yes	Affidavit A	Yes

\* submitted to Owner on June 25, 2018

I certify that the above bids were submitted properly and are accurate as received.

  
 \_\_\_\_\_  
 Stephen Fleming, PE, RRC, REWC

6/25/18  
 \_\_\_\_\_  
 Date

**Boldface** type indicates the apparent lowest responsive bidder.



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**

**DATE: 8/2/2018**

**SUBJECT: CONTRACT FOR STREAM DEBRIS REMOVAL FROM WATERWAYS  
WITHIN THE COUNTY**

#### **BACKGROUND**

Cumberland County was awarded funding through the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation in the amount of \$1,219,408. The County identified specific waterways prior to applying for the grant funding. These waterways are South River, Sandy Creek and Locks Creek.

A pre-bid meeting was held on July 23, 2018, in which specialty contractors were invited to attend. Bids are scheduled to be received on August 1, 2018 for the proposed stream debris removal. The received bids will be presented to the Facilities Committee at the August 2<sup>nd</sup> meeting for consideration to award a contract to the lowest, responsible and responsive bidder.

The lowest, responsible and responsive bidder was submitted by Hall's Tree Service in the amount of \$912,381. The bid tab has been attached. Hall's Tree Service is a local contractor and has recently completed the debris removal from Rockfish Creek.

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

The Facilities Committee approved the recommendation listed below at its August 2, 2018 meeting and forwarded this item to the full Board as a Consent Agenda item at its August 6, 2018 Board of Commissioners' Meeting:

- Accept the bids for the stream debris removal from South River, Sandy Creek and Locks Creek and approve a contract with Halls Tree Service in the amount of \$912,381.

#### **ATTACHMENTS:**

Description

Bid Tab

Type

Backup Material

BID OPENING - August 1, 2018 9:00 AM

[illegible]





EASEMENT

Prepared by and return to: South River Electric Membership Corporation  
P.O. Box 931 Dunn, North Carolina 28335

STATE OF NORTH CAROLINA COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That the undersigned \_\_\_\_\_

\_\_\_\_\_, Grantor (s)  
of said County and State, hereby grant and convey to SOUTH RIVER ELECTRIC MEMBERSHIP CORPORATION, Grantee,  
its successors and assigns, the right, privilege, and easement to go in and upon that certain tract or lot of land situated in  
\_\_\_\_\_ Fire District in said County and State, containing \_\_\_\_\_ acres, more or less, located at  
address \_\_\_\_\_, bounded by lands of  
\_\_\_\_\_;

and to cross the premises within a right-of-way as set forth in Appendix “A” attached hereto and shown thereon and covering an  
area set forth thereon, to construct, maintain and operate in, upon, and through said premises, in a manner suitable to it, with  
poles, wires and other necessary apparatus and appliances, a line, or lines, overhead or underground, for the purpose of  
transmitting power by electricity; together with the right at all times to install guy wires, stub poles and anchors extending  
beyond the limits of the right-of-way when determined necessary by the Grantee; with the right at all times to enter upon said  
premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; and the right to permit  
the attachment of and/or carry in conduit wires and cables of any other company or person; together with all right at all times to  
cut away and keep clear of said right-of-way all trees and other obstructions that may in any way endanger the proper  
maintenance and operation of the same; together with the right at all times to trim, remove or keep trimmed any tree or limb  
outside the said right-of-way which, in the sole discretion of Grantee, might interfere with or fall upon the lines or other  
facilities within the right-of-way.

Deed Book: \_\_\_\_\_ Deed Page: \_\_\_\_\_ PID: \_\_\_\_\_

SREMC Job: \_\_\_\_\_ SREMC Map: \_\_\_\_\_ R/W Easement Width: \_\_\_\_\_

Description: \_\_\_\_\_

TO HAVE AND TO HOLD THE aforesaid right, privilege and easement unto SOUTH RIVER ELECTRIC MEMBERSHIP  
CORPORATION, its successors and assigns, forever.  
IN WITNESS WHEREOF, the undersigned do \_\_\_\_\_ hereunto set \_\_\_\_\_ hand(s) and seal(s) this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

Witnesses: \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

STATE OF NORTH CAROLINA \_\_\_\_\_ County.  
I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County,  
North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and, being duly  
sworn, stated that, in his (her) presence \_\_\_\_\_  
\_\_\_\_\_ signed the foregoing instrument.  
Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

North Carolina

\_\_\_\_\_ County

I, \_\_\_\_\_, notary public certify that  
\_\_\_\_\_ personally came before me this day and acknowledged that  
he/she is \_\_\_\_\_ of \_\_\_\_\_ corporation,  
and that he/she, as \_\_\_\_\_, being authorized to do so,  
executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

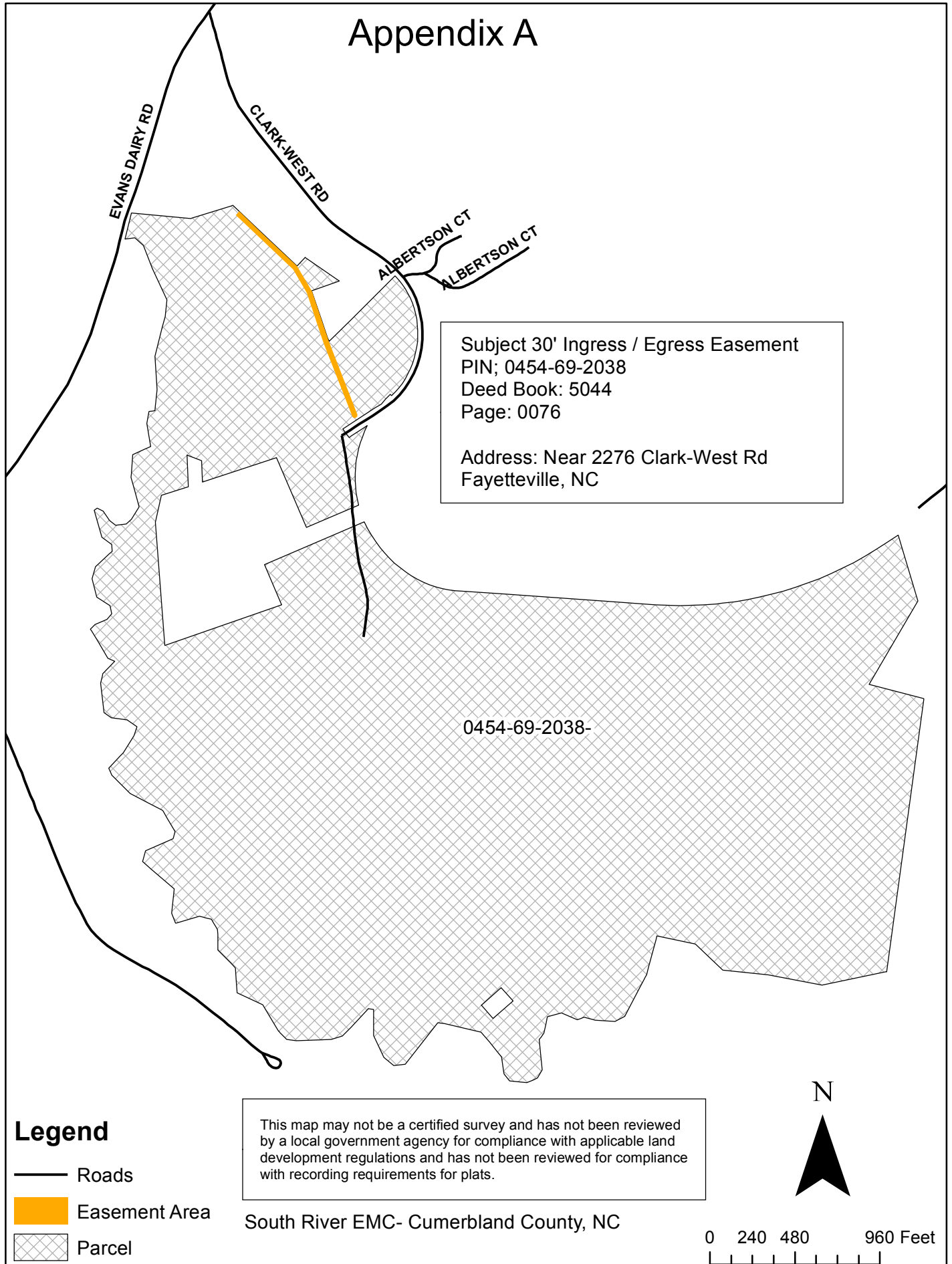
\_\_\_\_\_

Notary Public

(Official Seal)

My commission expires \_\_\_\_\_

# Appendix A





EASEMENT

Prepared by and return to: South River Electric Membership Corporation  
P.O. Box 931 Dunn, North Carolina 28335

STATE OF NORTH CAROLINA COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That the undersigned \_\_\_\_\_

\_\_\_\_\_, Grantor (s)  
of said County and State, hereby grant and convey to SOUTH RIVER ELECTRIC MEMBERSHIP CORPORATION, Grantee,  
its successors and assigns, the right, privilege, and easement to go in and upon that certain tract or lot of land situated in  
\_\_\_\_\_ Fire District in said County and State, containing \_\_\_\_\_ acres, more or less, located at  
address \_\_\_\_\_, bounded by lands of  
\_\_\_\_\_;

and to cross the premises within a right-of-way as set forth in Appendix “A” attached hereto and shown thereon and covering an  
area set forth thereon, to construct, maintain and operate in, upon, and through said premises, in a manner suitable to it, with  
poles, wires and other necessary apparatus and appliances, a line, or lines, overhead or underground, for the purpose of  
transmitting power by electricity; together with the right at all times to install guy wires, stub poles and anchors extending  
beyond the limits of the right-of-way when determined necessary by the Grantee; with the right at all times to enter upon said  
premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; and the right to permit  
the attachment of and/or carry in conduit wires and cables of any other company or person; together with all right at all times to  
cut away and keep clear of said right-of-way all trees and other obstructions that may in any way endanger the proper  
maintenance and operation of the same; together with the right at all times to trim, remove or keep trimmed any tree or limb  
outside the said right-of-way which, in the sole discretion of Grantee, might interfere with or fall upon the lines or other  
facilities within the right-of-way.

Deed Book: \_\_\_\_\_ Deed Page: \_\_\_\_\_ PID: \_\_\_\_\_

SREMC Job: \_\_\_\_\_ SREMC Map: \_\_\_\_\_ R/W Easement Width: \_\_\_\_\_

Description: \_\_\_\_\_

TO HAVE AND TO HOLD THE aforesaid right, privilege and easement unto SOUTH RIVER ELECTRIC MEMBERSHIP  
CORPORATION, its successors and assigns, forever.  
IN WITNESS WHEREOF, the undersigned do \_\_\_\_\_ hereunto set \_\_\_\_\_ hand(s) and seal(s) this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

Witnesses: \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

STATE OF NORTH CAROLINA \_\_\_\_\_ County.  
I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County,  
North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and, being duly  
sworn, stated that, in his (her) presence \_\_\_\_\_  
\_\_\_\_\_ signed the foregoing instrument.  
Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.



North Carolina

\_\_\_\_\_ County

I, \_\_\_\_\_, notary public certify that  
\_\_\_\_\_ personally came before me this day and acknowledged that  
he/she is \_\_\_\_\_ of \_\_\_\_\_ corporation,  
and that he/she, as \_\_\_\_\_, being authorized to do so,  
executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_

Notary Public

(Official Seal)

My commission expires \_\_\_\_\_

# Appendix A

EVANS DAIRY RD

CLARK-WEST RD

ALBERTSON CT

ALBERTSON CT

Subject 100' Overhead Transmission Easement  
PIN: 0454-69-2038  
Deed Book: 5044  
Page: 0076

Address: Near 2381 Evans Dairy Rd  
Fayetteville, NC

0454-69-2038-

## Legend

- Roads
-  Easement Area
-  Parcel

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

South River EMC- Cumberland County, NC



0 215 430 860 Feet



EASEMENT

Prepared by and return to: South River Electric Membership Corporation  
P.O. Box 931 Dunn, North Carolina 28335

STATE OF NORTH CAROLINA COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That the undersigned \_\_\_\_\_

\_\_\_\_\_, Grantor (s)  
of said County and State, hereby grant and convey to SOUTH RIVER ELECTRIC MEMBERSHIP CORPORATION, Grantee,  
its successors and assigns, the right, privilege, and easement to go in and upon that certain tract or lot of land situated in  
\_\_\_\_\_ Fire District in said County and State, containing \_\_\_\_\_ acres, more or less, located at  
address \_\_\_\_\_, bounded by lands of  
\_\_\_\_\_;

and to cross the premises within a right-of-way as set forth in Appendix “A” attached hereto and shown thereon and covering an  
area set forth thereon, to construct, maintain and operate in, upon, and through said premises, in a manner suitable to it, with  
poles, wires and other necessary apparatus and appliances, a line, or lines, overhead or underground, for the purpose of  
transmitting power by electricity; together with the right at all times to install guy wires, stub poles and anchors extending  
beyond the limits of the right-of-way when determined necessary by the Grantee; with the right at all times to enter upon said  
premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; and the right to permit  
the attachment of and/or carry in conduit wires and cables of any other company or person; together with all right at all times to  
cut away and keep clear of said right-of-way all trees and other obstructions that may in any way endanger the proper  
maintenance and operation of the same; together with the right at all times to trim, remove or keep trimmed any tree or limb  
outside the said right-of-way which, in the sole discretion of Grantee, might interfere with or fall upon the lines or other  
facilities within the right-of-way.

Deed Book: \_\_\_\_\_ Deed Page: \_\_\_\_\_ PID: \_\_\_\_\_

SREMC Job: \_\_\_\_\_ SREMC Map: \_\_\_\_\_ R/W Easement Width: \_\_\_\_\_

Description: \_\_\_\_\_

TO HAVE AND TO HOLD THE aforesaid right, privilege and easement unto SOUTH RIVER ELECTRIC MEMBERSHIP  
CORPORATION, its successors and assigns, forever.  
IN WITNESS WHEREOF, the undersigned do \_\_\_\_\_ hereunto set \_\_\_\_\_ hand(s) and seal(s) this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

Witnesses: \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

STATE OF NORTH CAROLINA \_\_\_\_\_ County.  
I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County,  
North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and, being duly  
sworn, stated that, in his (her) presence \_\_\_\_\_  
\_\_\_\_\_ signed the foregoing instrument.  
Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

# Appendix A

Subject 30' Overhead Utility Easement  
PIN; 0454-69-2038  
Deed Book: 5044  
Page: 0076

Address: Near 2276 Clark-West Rd  
Fayetteville, NC

ALBERTSON CT

ALBERTSON CT

0454-69-2038-

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

## Legend

- Roads
- Easement Area
- ▨ Parcel

South River EMC- Cumberland County, NC



0 75 150 300 Feet

North Carolina

\_\_\_\_\_ County

I, \_\_\_\_\_, notary public certify that  
\_\_\_\_\_ personally came before me this day and acknowledged that  
he/she is \_\_\_\_\_ of \_\_\_\_\_ corporation,  
and that he/she, as \_\_\_\_\_, being authorized to do so,  
executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_

Notary Public

(Official Seal)

My commission expires \_\_\_\_\_



EASEMENT

Prepared by and return to: South River Electric Membership Corporation  
P.O. Box 931 Dunn, North Carolina 28335

STATE OF NORTH CAROLINA COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That the undersigned \_\_\_\_\_

\_\_\_\_\_, Grantor (s)  
of said County and State, hereby grant and convey to SOUTH RIVER ELECTRIC MEMBERSHIP CORPORATION, Grantee,  
its successors and assigns, the right, privilege, and easement to go in and upon that certain tract or lot of land situated in  
\_\_\_\_\_ Fire District in said County and State, containing \_\_\_\_\_ acres, more or less, located at  
address \_\_\_\_\_, bounded by lands of  
\_\_\_\_\_;

and to cross the premises within a right-of-way as set forth in Appendix “A” attached hereto and shown thereon and covering an  
area set forth thereon, to construct, maintain and operate in, upon, and through said premises, in a manner suitable to it, with  
poles, wires and other necessary apparatus and appliances, a line, or lines, overhead or underground, for the purpose of  
transmitting power by electricity; together with the right at all times to install guy wires, stub poles and anchors extending  
beyond the limits of the right-of-way when determined necessary by the Grantee; with the right at all times to enter upon said  
premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; and the right to permit  
the attachment of and/or carry in conduit wires and cables of any other company or person; together with all right at all times to  
cut away and keep clear of said right-of-way all trees and other obstructions that may in any way endanger the proper  
maintenance and operation of the same; together with the right at all times to trim, remove or keep trimmed any tree or limb  
outside the said right-of-way which, in the sole discretion of Grantee, might interfere with or fall upon the lines or other  
facilities within the right-of-way.

Deed Book: \_\_\_\_\_ Deed Page: \_\_\_\_\_ PID: \_\_\_\_\_

SREMC Job: \_\_\_\_\_ SREMC Map: \_\_\_\_\_ R/W Easement Width: \_\_\_\_\_

Description: \_\_\_\_\_

TO HAVE AND TO HOLD THE aforesaid right, privilege and easement unto SOUTH RIVER ELECTRIC MEMBERSHIP  
CORPORATION, its successors and assigns, forever.  
IN WITNESS WHEREOF, the undersigned do \_\_\_\_\_ hereunto set \_\_\_\_\_ hand(s) and seal(s) this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

Witnesses: \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

STATE OF NORTH CAROLINA \_\_\_\_\_ County.  
I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County,  
North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and, being duly  
sworn, stated that, in his (her) presence \_\_\_\_\_  
\_\_\_\_\_ signed the foregoing instrument.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

North Carolina

\_\_\_\_\_ County

I, \_\_\_\_\_, notary public certify that  
\_\_\_\_\_ personally came before me this day and acknowledged that  
he/she is \_\_\_\_\_ of \_\_\_\_\_ corporation,  
and that he/she, as \_\_\_\_\_, being authorized to do so,  
executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_

Notary Public

(Official Seal)

My commission expires \_\_\_\_\_

# Appendix A

CLARK-WEST RD

ALBERTSON CT

ALBERTSON CT

Subject 30' Overhead and Underground Utility Easement  
PIN; 0455-51-9390  
Deed Book: 5044  
Page: 0076

Address: Near 2601 Clark-West Rd  
Fayetteville, NC

0455-51-9390-

## Legend

- Roads
- Easement Area
- ▨ Parcel

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

South River EMC- Cumberland County, NC



0 25 50 100 Feet

EASEMENT

Prepared by and return to: South River Electric Membership Corporation  
P.O. Box 931 Dunn, North Carolina 28335

STATE OF NORTH CAROLINA COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That the undersigned \_\_\_\_\_

\_\_\_\_\_, Grantor (s)  
of said County and State, hereby grant and convey to SOUTH RIVER ELECTRIC MEMBERSHIP CORPORATION, Grantee,  
its successors and assigns, the right, privilege, and easement to go in and upon that certain tract or lot of land situated in  
\_\_\_\_\_ Fire District in said County and State, containing \_\_\_\_\_ acres, more or less, located at  
address \_\_\_\_\_, bounded by lands of  
\_\_\_\_\_;

and to cross the premises within a right-of-way as set forth in Appendix “A” attached hereto and shown thereon and covering an  
area set forth thereon, to construct, maintain and operate in, upon, and through said premises, in a manner suitable to it, with  
poles, wires and other necessary apparatus and appliances, a line, or lines, overhead or underground, for the purpose of  
transmitting power by electricity; together with the right at all times to install guy wires, stub poles and anchors extending  
beyond the limits of the right-of-way when determined necessary by the Grantee; with the right at all times to enter upon said  
premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; and the right to permit  
the attachment of and/or carry in conduit wires and cables of any other company or person; together with all right at all times to  
cut away and keep clear of said right-of-way all trees and other obstructions that may in any way endanger the proper  
maintenance and operation of the same; together with the right at all times to trim, remove or keep trimmed any tree or limb  
outside the said right-of-way which, in the sole discretion of Grantee, might interfere with or fall upon the lines or other  
facilities within the right-of-way.

Deed Book: \_\_\_\_\_ Deed Page: \_\_\_\_\_ PID: \_\_\_\_\_

SREMC Job: \_\_\_\_\_ SREMC Map: \_\_\_\_\_ R/W Easement Width: \_\_\_\_\_

Description: \_\_\_\_\_

TO HAVE AND TO HOLD THE aforesaid right, privilege and easement unto SOUTH RIVER ELECTRIC MEMBERSHIP  
CORPORATION, its successors and assigns, forever.  
IN WITNESS WHEREOF, the undersigned do \_\_\_\_\_ hereunto set \_\_\_\_\_ hand(s) and seal(s) this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

Witnesses: \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

STATE OF NORTH CAROLINA \_\_\_\_\_ County.  
I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County,  
North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and, being duly  
sworn, stated that, in his (her) presence \_\_\_\_\_  
\_\_\_\_\_ signed the foregoing instrument.  
Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

North Carolina

\_\_\_\_\_ County

I, \_\_\_\_\_, notary public certify that  
\_\_\_\_\_ personally came before me this day and acknowledged that  
he/she is \_\_\_\_\_ of \_\_\_\_\_ corporation,  
and that he/she, as \_\_\_\_\_, being authorized to do so,  
executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_

Notary Public

(Official Seal)

My commission expires \_\_\_\_\_

# Appendix A

Subject 30' Underground Utility Easement  
PIN: 0455-90-4543  
Deed Book: 5040  
Page: 0851

Address: Near 2852 Cedar Creek Road  
Fayetteville, NC

CLARK-WEST RD

HWY 210

0455-90-4543-

## Legend

- Roads
-  Easement Area
-  Parcel

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

South River EMC- Cumberland County, NC



0 150 300 600 Feet





EASEMENT

Prepared by and return to: South River Electric Membership Corporation  
P.O. Box 931 Dunn, North Carolina 28335

STATE OF NORTH CAROLINA COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That the undersigned \_\_\_\_\_

\_\_\_\_\_, Grantor (s)  
of said County and State, hereby grant and convey to SOUTH RIVER ELECTRIC MEMBERSHIP CORPORATION, Grantee,  
its successors and assigns, the right, privilege, and easement to go in and upon that certain tract or lot of land situated in  
\_\_\_\_\_ Fire District in said County and State, containing \_\_\_\_\_ acres, more or less, located at  
address \_\_\_\_\_, bounded by lands of  
\_\_\_\_\_;

and to cross the premises within a right-of-way as set forth in Appendix “A” attached hereto and shown thereon and covering an  
area set forth thereon, to construct, maintain and operate in, upon, and through said premises, in a manner suitable to it, with  
poles, wires and other necessary apparatus and appliances, a line, or lines, overhead or underground, for the purpose of  
transmitting power by electricity; together with the right at all times to install guy wires, stub poles and anchors extending  
beyond the limits of the right-of-way when determined necessary by the Grantee; with the right at all times to enter upon said  
premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; and the right to permit  
the attachment of and/or carry in conduit wires and cables of any other company or person; together with all right at all times to  
cut away and keep clear of said right-of-way all trees and other obstructions that may in any way endanger the proper  
maintenance and operation of the same; together with the right at all times to trim, remove or keep trimmed any tree or limb  
outside the said right-of-way which, in the sole discretion of Grantee, might interfere with or fall upon the lines or other  
facilities within the right-of-way.

Deed Book: \_\_\_\_\_ Deed Page: \_\_\_\_\_ PID: \_\_\_\_\_

SREMC Job: \_\_\_\_\_ SREMC Map: \_\_\_\_\_ R/W Easement Width: \_\_\_\_\_

Description: \_\_\_\_\_

TO HAVE AND TO HOLD THE aforesaid right, privilege and easement unto SOUTH RIVER ELECTRIC MEMBERSHIP  
CORPORATION, its successors and assigns, forever.  
IN WITNESS WHEREOF, the undersigned do \_\_\_\_\_ hereunto set \_\_\_\_\_ hand(s) and seal(s) this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

Witnesses: \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

STATE OF NORTH CAROLINA \_\_\_\_\_ County.  
I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County,  
North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and, being duly  
sworn, stated that, in his (her) presence \_\_\_\_\_  
\_\_\_\_\_ signed the foregoing instrument.  
Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

North Carolina

\_\_\_\_\_ County

I, \_\_\_\_\_, notary public certify that  
\_\_\_\_\_ personally came before me this day and acknowledged that  
he/she is \_\_\_\_\_ of \_\_\_\_\_ corporation,  
and that he/she, as \_\_\_\_\_, being authorized to do so,  
executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_

Notary Public

(Official Seal)

My commission expires \_\_\_\_\_

# Appendix A

Subject 30' Underground Utility Easement  
Pln : 0455-91-0088  
Deed Book: 5041  
Page: 0322

Address: Near 2601 Clark-West Rd  
Fayetteville, NC

0455-91-0088-

CLARK-WEST RD

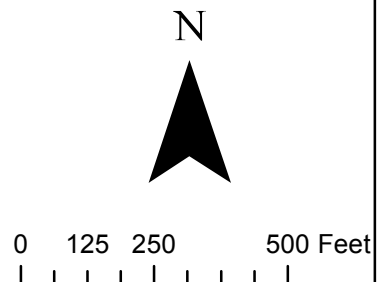
HWY 210

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

## Legend

- Roads
-  Easement Area
-  Parcel

South River EMC- Cumberland County, NC







**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASST. COUNTY MGR. FOR ENVIRONMENTAL AND  
COMMUNITY SAFETY**

**DATE: 8/2/2018**

**SUBJECT: WAIVE PERMIT FEES**

**BACKGROUND**

The Garden Grove Mobile Home Park is defunct as a result of a failed septic system, and some of the remaining residents could benefit from assistance relocating their mobile homes. Staff is requesting that the following permitting fees be waived for the resident-owners of mobile homes currently sited on the premises of the Garden Grove Mobile Home Park in Spring Lake, NC:

- \$155.00 per singlewide/\$200.00 per doublewide for the manufactured home placement inspection from Planning & Inspections
- \$ 90.00 Environmental Health fee for inspection of existing septic tank in mobile home park (AIW) after the home has been set-up in new location

**RECOMMENDATION / PROPOSED ACTION**

This item was approved by the Finance Committee at its August 2, 2018 meeting to move forward for consideration to the full Board of Commissioners as a Consent Agenda item at the August 6, 2018 Board of Commissioners regular meeting.





**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASST. COUNTY MGR. FOR ENVIRONMENTAL AND  
COMMUNITY SAFETY**

**DATE: 8/2/2018**

**SUBJECT: HAZARD MITIGATION GRANT AGREEMENT (HMGP) FOR TWO FEMA  
APPROVED PROJECTS AND ASSOCIATED BUDGET ORDINANCE  
AMENDMENT #B190017**

**BACKGROUND**

FEMA and the North Carolina Department of Public Safety – Division of Emergency Management have approved two (2) Hurricane Matthew-related acquisition projects totaling \$266,761 (Federal Share \$200,071/State Share \$66,690). Funding will allow Cumberland County to acquire and demolish two (2) residential structures that were severely damaged as a result of Hurricane Matthew. Both structures are located in a floodplain. After the properties have been acquired and the structures demolished, the associated land will be maintained as open space in perpetuity.

Staff first provided information about the FEMA HMGP program to the Policy Committee on April 6, 2017 and to the full Board of Commissioners on April 18, 2017. Staff has been diligent about providing information to the State and FEMA and has consistently met all deadlines in this regard. Staff has also provided program updates over time to Committee and the Board (attached is an update regarding the status of current aid programs).

**RECOMMENDATION / PROPOSED ACTION**

The Finance Committee approved forwarding the grant agreement to the full Board for approval as a Consent Agenda Item at its **August 6, 2018** regular meeting in order to avoid any delays on the part of the County in moving these projects forward.

Approve Budget Ordinance Amendment **#B190017** to recognize \$266,761 from the North Carolina Hazard Mitigation Grant Program. **No additional County funds are required.**

**ATTACHMENTS:**

Description

State HMGP Agreement

Type

Backup Material

**PROJECT: HMGP 4285-011-R**  
**COST CENTER: 2A770076**  
**CFDA: 97.039**

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

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

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

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

WHEREAS, The President of the United States has concurred and has declared an emergency or a major disaster designated DR-4285; and

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

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. §166A-1 et. seq. and N.C.G.S. §143B-476 authorize the relationship as described herein; and

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

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

**(1) SCOPE OF WORK**

The RECIPIENT/SUBGRANTEE shall fully perform the approved Hazard Mitigation Grant Program (HMGP) project, as described in the approved FEMA application as described in Attachment A, in accordance with the approved scope of work in the approved FEMA application, the estimate of costs indicated in the approved FEMA application, and the terms and conditions of this Agreement. RECIPIENT/ SUBGRANTEE shall not deviate from the approved project and the

terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project. The project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

**(2) FUNDING AND INSURANCE**

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

**A. Acquisition of Two (2) Residential Structures**

<u>Total Number of Structure(s)</u>		<u>Total Hard Costs</u>
2		\$249,261
<u>Soft Costs/unit</u>	<u>Total Units</u>	<u>Total Soft Costs</u>
\$8,750.00	2	\$17,500
Total Estimated Project Costs		<u>\$266,761</u>

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

**B. Funding Sources**

1. Estimated Federal Share for: 4285-011-R	\$200,071
2. Estimated Local Share for: 4285-011-R	\$ 0.00
3. Estimated State Share for: 4285-011-R	\$ 66,690

**TOTAL FOR: 4285-011-R** **\$266,761**

The RECIPIENT/SUBGRANTEE shall utilize the forms entitled "Request for Advance" and "Cost Report" to obtain funds under this agreement. RECIPIENT/SUBGRANTEE shall not receive funds under this agreement if it does not submit Cost Report or Request For Advance forms. To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. As per Paragraph 12(c) of this Agreement, if RECIPIENT/ SUBGRANTEE designates different representatives or designated agents,

RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

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

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

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

**(3) DUPLICATION OF BENEFITS PROHIBITION**

In accordance with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. The RECIPIENT/ SUBGRANTEE shall notify the AGENCY/GRANTEE, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application, and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds, and other Federal, State and private funding. Allowable costs shall be reduced by the amount of duplicate sources available. The RECIPIENT/ SUBGRANTEE shall be liable to the AGENCY/GRANTEE to the extent that the RECIPIENT/ SUBGRANTEE receives duplicate benefits from any other source for the same purposes for which the RECIPIENT/ SUBGRANTEE has received payment from the AGENCY/GRANTEE.

The RECIPIENT/SUBGRANTEE shall immediately remit to the AGENCY/ GRANTEE any duplication of benefits payment received by the RECIPIENT/ SUBGRANTEE. In the event the AGENCY/ GRANTEE determines a duplication of benefits has occurred RECIPIENT/SUBGRANTEE hereby authorizes the Controller of the Department of Public Safety to offset action against any other available funding due the RECIPIENT/SUBGRANTEE. In addition,

RECIPIENT/SUBGRANTEE shall ensure, as a condition of funding under this Agreement, that all required Privacy Act releases and Duplication of Benefit paperwork is completed.

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

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

**(5) PERIOD OF AGREEMENT**

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. The termination date is **July 12, 2020** unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (11), (13) or (17).

**(6) MODIFICATION OF CONTRACT**

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

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

- (a) If applicable, RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 44 C.F.R. Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and/or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and/or OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations," or 2 C.F.R. Part 200.
- (b) If applicable, all financial and programmatic records, supporting documents statistical records and other records of RECIPIENT/SUBGRANTEE shall be retained pursuant to 44 C.F.R. Part 13, 2 C.F.R. Part 200 and NCAC Part 3M. All original records pertinent to this Agreement shall be retained by the RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report, whichever is later, with the following exceptions:



- If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
- (c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and other applicable laws and regulations.
- (d) The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

## **(8) REPORTS**

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

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports requested by the AGENCY/GRANTEE. The AGENCY/GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

- (b) RECIPIENT/SUBGRANTEE shall provide the AGENCY/ GRANTEE with a close-out report on forms provided by the AGENCY/GRANTEE. The close-out report is due no later than forty-five (45) days after termination of this Agreement or upon completion of the activities contained in this Agreement.

- (c) If all required reports and copies are not sent to the AGENCY/ GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/ GRANTEE may withhold further payments until they are completed or may take such other action as set forth in paragraph (11). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/ SUBGRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/ GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work, Attachment A.
- (d) Upon request by the AGENCY/GRANTEE, the RECIPIENT/ SUBGRANTEE shall provide such additional program updates or information as may be required by the AGENCY/GRANTEE.

**(9) MONITORING**

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

**(10) LIABILITY**

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/ SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.

- (c) RECIPIENT/SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

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

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

result of action by Congress, the N.C. Legislature, or the Office of State Budget and Management.

- (b) Upon the happening of an Event of Default, then the AGENCY/GRANTEE may, at its option, upon written notice to the RECIPIENT/SUBGRANTEE and upon the RECIPIENT/SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the RECIPIENT/SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;
  2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
  3. Withhold or suspend payment of all or any part of a request for payment;
  4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.
- (d) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be

relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

**(12) NOTICE AND CONTACT**

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

**Nicholas M. Burk**  
**Assistant Director - Resiliency**  
**NCEM Resiliency Section/Hazard Mitigation Branch**  
**Department of Public Safety**  
**Division of Emergency Management**  
**4105 Reedy Creek Road**  
**Raleigh, NC 27607**

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

**Mailing Address:**  
**Tracy Jackson**  
**Assistant County Manager**  
**Cumberland County**  
**131 Dick St.**  
**Fayetteville, NC 28301**

**Overnight Address:**  
**Tracy Jackson**  
**Assistant County Manager**  
**Cumberland County**  
**131 Dick St.**  
**Fayetteville, NC 28301**

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

**(13) OTHER PROVISIONS**

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



**(14) AUDIT REQUIREMENTS**

- (a) If applicable, RECIPIENT/SUBGRANTEE shall provide the following completed documentation to the AGENCY/GRANTEE:
- Designation of Applicant's Agent;
  - State-Applicant Disaster Assistance Agreement;
  - Private Non-Profit Organization Certification (if required);
  - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
  - Monthly Progress Reports;
  - Hard copies of Single Audit Reports within 60 days of close of fiscal year.

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

- (b) The RECIPIENT /SUBGRANTEE agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT/SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et.seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. §13.43, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.
- (c) These records shall be available at all reasonable times for inspection, review, or audit by the N.C. State Auditor and other personnel duly authorized by the AGENCY/GRANTEE. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday.
- (d) The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

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

**(15) SUBCONTRACTS**

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

**(16) TERMS AND CONDITIONS**

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

**(17) STANDARD CONDITIONS**

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

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

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

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

**(18) ATTACHMENTS**

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

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

**(19) FUNDING/CONSIDERATION**

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

**(20) STATE LOBBYING PROHIBITION**

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department.

Refer to Attachment C for additional terms and provisions relating to lobbying.

**(21) LEGAL AUTHORIZATION**

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

**(22) ASSURANCES**

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

**(23) SPECIAL CONDITIONS**

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

**(24) HAZARD MITIGATION PLAN**

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

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CONTRACTING AGENCY  
DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_  
MICHAEL A. SPRAYBERRY, DIRECTOR  
DIVISION OF EMERGENCY MANAGEMENT  
DATE \_\_\_\_\_

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_  
CASANDRA S. HOEKSTRA  
CHIEF DEPUTY SECRETARY ADMINISTRATION  
DEPARTMENT OF PUBLIC SAFETY  
DATE \_\_\_\_\_

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_  
TRACY JACKSON  
ASSISTANT COUNTY MANAGER  
FEDERAL EMPLOYER I.D. # 56-6000291  
DATE \_\_\_\_\_

APPROVED AS TO PROCEDURES:

DocuSigned by:  
BY: James Cherokee  
JAMES A. CHEROKE, CONTROLLER  
DEPARTMENT OF PUBLIC SAFETY  
DATE 6/22/2018 | 09:27:34 AM EDT

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

JOSH STEIN  
ATTORNEY GENERAL OF NORTH CAROLINA

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



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

**BUDGET AND SCOPE OF WORK**

RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (Project HMGP-4285-011). That Application is hereby incorporated by reference into this Agreement. The AGENCY/GRANTEE shall reimburse eligible costs according to the following expenditures:

I. Hazard Mitigation Grant Program Funds:

**A. Acquisition of Two (2) Residential Structures**

<u>Total Number of Structure(s)</u>		<u>Total Hard Costs</u>
2		\$249,261
<u>Soft Costs/unit</u>	<u>Total Units</u>	<u>Total Soft Costs</u>
\$8,750.00	2	\$17,500
Total Estimated Project Costs		<u>\$266,761</u>

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

**B. Funding Sources**

1. Estimated Federal Share for: 4285-011-R	\$200,071
2. Estimated Local Share for: 4285-011-R	\$ 0.00
3. Estimated State Share for: 4285-011-R	\$ 66,690

**TOTAL FOR: 4285-011-R** **\$266,761**

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II. Scope of Work Summary

HMGP 4285-011 provides Hazard Mitigation Grant Program (HMGP) funding that will allow Cumberland County to acquire and demolish two (2) residential structures. After the properties have been acquired and the structures demolished, the associated land will be maintained as open space in perpetuity.

Property Locations:

Address	Town	State	Zip	Latitude	Longitude
3194 Orangeburg Dr.	Eastover	NC	28312	35.086400	-78.787903
290 W. Manchester Rd.	Spring Lake	NC	28390	35.191920	-78.992420

In Process

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

**PROGRAM STATUTES AND REGULATIONS**

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

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et. seq.;
- (2) 44 C.F.R. parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, 221, 44 C.F.R. Part 209, 2 C.F.R. Part 200 and any other applicable FEMA policy memoranda and guidance documents;
- (3) Chapter 166A of the N.C. General Statutes, N.C.G.S. § 166A-1 et. seq., “The N.C. Emergency Management Act”;
- (4) State of North Carolina Administrative Plan for the Hazard Mitigation Grant Program and policies and procedures of the N.C. Division of Emergency Management;
- (5) All applicable laws and regulations delineated in Attachments D&E of this Agreement;
- (6) All applicable laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the work performance under this Agreement, including those of federal, state and local agencies having appropriate jurisdiction.

**ATTACHMENT C****LOBBYING PROHIBITION**

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

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

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

**RECIPIENT/SUBGRANTEE**

**BY:** \_\_\_\_\_  
**Tracy Jackson**  
**Assistant County Manager**  
**Cumberland County**

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**ATTACHMENT D**

**STATEMENT OF ASSURANCES**

The RECIPIENT/SUBGRANTEE hereby assures and certifies that:

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

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



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

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

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

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

(e) Where applicable, it will comply with:

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

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

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

(f) It will comply with:

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the RECIPIENT/SUBGRANTEE receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
- (2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the RECIPIENT/SUBGRANTEE, this assurance shall obligate the RECIPIENT/SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- (3) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.; 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

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

**D-7**

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

- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of drug abuse;
- (p) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- (q) It will comply with 523 and 527 of the Public Health Service Act of 1912 “(42 U.S.C. 290 dd-3 and 290 ee-3)”, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (r) It will comply with Lead-Based Paint Poisoning Act “(42 U.S.C. 4801 et seq.)” which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (s) It will comply with the Energy Policy and Conservation Act, 42 U.S.C. §6291 et. Seq.
- (t) RECIPIENT/SUBGRANTEE certifies that it:
  - (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
  - (2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

In Process



**ATTACHMENT E**

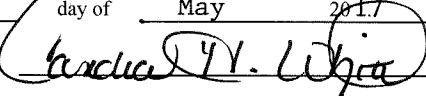
**SPECIAL CONDITIONS**

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

**Nicholas M. Burk  
Assistant Director - Resiliency  
NCEM Resiliency Section/Hazard Mitigation Branch  
Department of Public Safety  
Division of Emergency Management  
4105 Reedy Creek Road  
Raleigh, NC 27607**

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

**Tracy Jackson  
Assistant County Manager  
Cumberland County  
131 Dick St.  
Fayetteville, NC 28301**

<b>RESOLUTION</b> <b>DESIGNATION OF APPLICANT'S AGENT</b> <b>North Carolina Division of Emergency Management</b>	
Organization Name (hereafter named Organization):	Disaster Number:
County of Cumberland	DR-4285
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):	
Not Assigned	
Applicant's Fiscal Year (FY) Start	Month: Day:
	July 1
Applicant's Federal Employer's Identification Number:	
56-6000291	
Applicant's Federal Information Processing Standards (FIPS) Number:	
051-99051-00	
PRIMARY AGENT	SECONDARY AGENT
Agent's Name	Agent's Name
Tracy Jackson	Gene Booth
Organization	Organization
Cumberland County	Cumberland County
Official Position	Official Position
Assistant County Manager	Emergency Management Coordinator
Mailing Address	Mailing Address
	131 Dick St.
City, State, Zip	City, State, Zip
	Fayetteville, NC 28301
Daytime Telephone	Daytime Telephone
	910-678-7641
Facsimile Number	Facsimile Number
	910-678-7642
Pager or Cellular Number	Pager or Cellular Number
	910-850-8166
<p>BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief &amp; Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.</p>	
PASSED AND APPROVED this <u>15th</u> day of <u>May</u> , 2017	
GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name
Glenn B. Adams	Candice H. White
Chairman of the Cumberland County Board of Commissioners	Official Position
Name and Title	Clerk to the Board of Commissioners
Name and Title	Daytime Telephone
CERTIFICATION	
<p>I, <u>Candice H. White</u> (Name) duly appointed and <u>Clerk</u> (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of <u>Cumberland County</u> (Organization) on the <u>15th</u> day of <u>May</u>, 2017</p>	
Date: <u>May 16, 2017</u>	Signature: 



U.S. Department of Homeland Security  
FEMA Region IV  
3003 Chamblee Tucker Road  
Atlanta, GA 30341

**FEMA**

June 13, 2018

Michael A. Sprayberry, Director  
NC Department of Public Safety  
Division of Emergency Management  
4236 Mail Service Center  
Raleigh, NC 27699-4236

Attention: Nicholas Burk, Assistant Director of Resiliency

**Reference: Hazard Mitigation Grant Program (HMGP) Project 4285-0011-R Cumberland County: Acquisition of Two (2) Residential Structures**

Dear Mr. Sprayberry:

I am pleased to inform you that the project referenced above has been approved for \$266,761 with a Federal share of \$200,071 and a non-federal share of \$66,690. Financial approval documents for the award are enclosed for your records.

The following is the approved Statement of Work (SOW) for the above referenced project:

Cumberland County proposes to acquire and demolish two (2) residential structures located within the boundaries of the special flood hazard area. Most of the properties experienced damage from flooding of during Hurricane Matthew. The structures will be demolished, including complete removal of the existing foundations. If complete removal is not possible then the existing foundations will be taken down to a depth of approximately 2 to 3 feet below the soil surface and adequately drilled to allow for drainage. The demolition of the structures will require fine grading only. Ground disturbance will be limited to the immediate area of the demolished properties, and the staging areas will be located within the footprint of the existing property boundaries. Debris will be removed and the properties will initially be stabilized with clean soils, graded, and seeded to prevent erosion. The deed to the property will be transferred to the Cumberland County with restrictions imposed for the site to remain as open space in perpetuity as defined in 44 CFR § 206.434 (d). The county will perform all maintenance on the parcels acquired.

Property Locations:

	Address	City	State	Zip Code	Latitude	Longitude
1	3194 Orangeburg Dr.	Eastover	NC	28312	35.086400	-78.787903
2	290 W. Manchester Rd.	Spring Lake	NC	28390	35.191920	-78.992420

The following project conditions must be met:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
  - This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
  - If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
  - NHPA: If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the North Carolina State Archaeologist and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with North Carolina Statutes, Section 70-29.
  - NHPA: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.
  - NHPA: The following Lower Impact Demolition Stipulations must be followed:
    - Major demolition activities, including placement of equipment, shall be confined to areas where soils have been previously disturbed by activities, such as site development, construction, surface grading, utility trenching, etc. The Subrecipient shall identify areas of obvious soil disturbance and direct their contractor to work within these areas.
    - When heavy equipment is not in use, it shall be staged on hard or firm surfaces where equipment is not susceptible to sinking. Paved surfaces, if available within the designated disturbed limits of the project site, shall be used to the fullest extent possible.
    - Tracked vehicles and/or large-tired equipment shall be used to reduce the depth of soil disturbance and minimize soil compaction.
    - The Subrecipient shall ensure that its contractors shall not operate heavy equipment on wet soils without submitting a plan to minimize the impacts to soil disturbance associated with sinking equipment below the current ground surface. Heavy equipment may be operated in the rain, but the Subrecipient shall ensure that its contractors shall operate in accordance with the above specified mitigation plan.
    - There shall be no salvage of architectural materials from below-grade.
    - Excavation of on-site materials that are unrelated to demolition activities and on-site burial debris are not permitted.
- Treatment of Utilities:
- Utility lines shall be disconnected and capped per applicable regulatory requirements. Extraction of utility lines is not an eligible FEMA cost. In cases where there are no shutoff valves, limited excavation within the utility right-of-way shall be required to cap these

service lines. To limit unnecessary ground disturbance, excavation shall be limited to the existing ROW to the greatest extent feasible.

Void and/or Feature Filling:

- Any voids that require filling because they are a threat to public health and safety shall be filled with clean fill from off-site or within the project boundaries. Whenever possible this shall be a sand matrix, however, sand is not required. These voids may include, but are not limited to, those created as the result of exposing cisterns, privies, wells, and/or basement-like depressions.

Surface Grading and Site Clean-Up:

- The Subrecipient shall require that its contractors shall limit site grading to the first six (6) inches of the existing surface elevation (e.g. sidewalk level, driveway level, slab level, etc.) if applicable for positive on-site drainage. The Subrecipient shall require that its contractors use the appropriate or applicable light equipment to complete final site clean-up.
- RCRA: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
- RCRA: If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials.
- EO 11988: Applicant must obtain floodplain permit or concurrence, as required by the applicable local floodplain ordinance, from the local floodplain administrator before work begins.

FEMA will not establish activity completion timeframes for individual subgrants. The period of performance of the grant award will be 36 months from the close of the application period for DR-4285.

This project must adhere to all program guidelines established for the Hazard Mitigation Grant Program.

Please refer the sub-recipient to the State HMGP Administrative Plan for project cost overrun regulations. If project costs exceed the amount originally funded and additional federal funds are needed, the sub-recipient must contact the Governor's Authorized Representative (GAR). The GAR will evaluate requests for cost overruns and submit to the Regional Administrator written documentation of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The State HMGP Administrative Plan defines the procedure whereby the GAR may advance portions of the approved Federal share to the sub-recipient. Upon completion of the HMGP project, the sub-recipient's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Administrator for review and determination.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP sub-recipient SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

The State (Recipient) must obtain prior approval from the FEMA before implementing changes to the approved project SOW. Per 2 CFR Part 200 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.

The obligation report is included for your records. The obligated funds are available for withdrawal from **Division of Payment Management (DPM)** on sub-account number **4285NCP00000115**.

If you have any questions, please contact Shemeeka Hopkins, HMA Specialist at (770) 220-8788.

Sincerely,

ROGER R  
INGRAM

Digitally signed by ROGER R  
INGRAM  
Date: 2018.06.14 15:57:42 -0400

Libby Turner  
Federal Coordinating Officer  
FEMA-DR-4285-NC

Enclosure

6/14/2018

## FEDERAL EMERGENCY MANAGEMENT AGENCY

HMGP-OB-01

2:45 PM

## HAZARD MITIGATION GRANT PROGRAM

## Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4285	11 - R	0	36	1	27	NC	Statewide

Sub-Recipient: Cumberland (County)

Project Title : Cumberland County: Acquisition of 2 Residential Structures

Sub-Recipient FIPS Code: 051-99051

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$200,072	\$200,072	\$0	\$0

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$200,072	\$0	\$0	\$200,072	06/14/2018	Accept	2018

Comments

Date: 06/14/2018 User Id: SHOPKIN4

Comment: DR 4285-0011-R, Application 36, Cumberland County: Acquisition of 2 Residential Structures approved with total costs of \$266,762, federal share of \$200,072, and non-federal share of \$66,690. Request to obligate \$200,072 federal funds; projected on June Spend F

In Process

Date: 06/14/2018 User Id: DBURKETT

Comment: 4285-0011-R-DR-NC-HMGP Cumberland (County) Application 36 Amendment 0 Action 1 Cumberland County: Acquisition of 2 Resic Structures Allocation 9 Federal share \$200,072 approved, HMO

Authorization

Preparer Name: SHEMEEKA HOPKINS

Preparation Date: 06/14/2018

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 06/14/2018





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

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/2/2018**

**SUBJECT: CONTRACT TO PURCHASE BOARD OF ELECTIONS VOTING  
EQUIPMENT**

**BACKGROUND**

The Board of Elections is seeking to purchase new tabulators and counters. The County wants to upgrade the current M100s to DS200s and the 650 High Speed Counters to 850 High Speed Counters. The equipment was tested in the May primary and the Board of Elections is ready to purchase.

The Board of Elections obtained the current M100 tabulators and 650 High Speed Counter in 2006. The machines use old technology and the Board of Elections has begun to experience memory card and machine failures on Election Day. The Board of Elections is proposing to upgrade the current equipment to the DS200 tabulators to replace the M100 tabulators and the 850 High Speed Counter to replace the 650 High Speed Counter.

The attached contract for the purchase between the Board of Elections and Election Systems and Software has been reviewed by the Cumberland County Legal Department and the Finance Committee recommended approving the request at their August 2, 2018, meeting.

Election Systems and Software is our current vendor. They are currently the only certified voting equipment vendor in North Carolina. The total cost is \$514,739.91 for the purchase of the equipment with Election Systems and Software. We will receive a trade-in value of \$67,338.50 for current equipment and \$23,400 credit from previous rental fees paid.

A letter from the Board of Elections Chair is also attached.

## **RECOMMENDATION / PROPOSED ACTION**

Follow the recommendation of the Finance Committee to approve the purchase of the DS200 tabulators and the 850 High Speed Counters using the funds that have been budgeted for the new equipment.

## **ATTACHMENTS:**

Description	Type
Contract	Backup Material
letter	Backup Material



11208 JOHN GALT BLVD  
OMAHA, NE 68137-2364  
(402) 593-0101

# Sales Order Agreement

Customer P.O. #: \_\_\_\_\_

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (910) 678-7736

Fax Number: (910) 678-7738

Customer Contact, Title: Terri Robertson - Director

Customer Name: Cumberland County, North Carolina

Type of Sale: ☒ NEW

Type of Equip: ☒ NEW ☐ REFURBISHED

Bill To: \_\_\_\_\_

Cumberland County, North Carolina

Terri Robertson - Director

227 Fountainhead Lane

Fayetteville, NC 28301

Ship To: \_\_\_\_\_

Cumberland County, North Carolina

Terri Robertson - Director

227 Fountainhead Lane

Fayetteville, NC 28301

Item	Description	Qty	Price	Total
1	DS200 Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, 4GB Jump Drive, and Paper Roll	87	\$5,750.00	\$500,250.00
2	DS200 Model DS200 Scanner with Internal Backup Battery, Plastic Rolling Carrying Case, 4GB Jump Drive, and Paper Roll	3	\$5,300.00	\$15,900.00
3	DS200 Tote Bin	87	\$225.00	\$19,575.00
4	DS200 4GB Jump Drive	40	\$105.00	\$4,200.00
5	DS850 Model DS850 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Three (3) 8GB Thumb Drives	1	\$111,500.00	\$111,500.00
6	DS850 8GB Thumb Drive (Additional)	1	\$210.00	\$210.00
7	DS850 Initial Annual License Fee	1	Included	Included
8	DS200 Equipment Installation	90	\$115.00	\$10,350.00
9	DS850 Equipment Installation / Training Fee (1st Unit)	1	\$3,575.00	\$3,575.00
10	Services Project Management Day	2	\$1,650.00	\$3,300.00
11	Services Election On-Site Support Event	1	\$4,525.00	\$4,525.00
12	Rental Credit Credit from Previous Rental Fees Paid	1	(\$23,400.00)	(\$23,400.00)
13	Trade-In Allowance Equipment Being Traded-In by Customer Includes: 80 - Model 100 Scanner 80 - Model 100 Ballot Box 1 - Model 650 Scanner 216 - iVotronic Terminal 216 - iVotronic Booth with RTAL Printer	1	(\$67,338.50)	(\$67,338.50)
14	Shipping Shipping & Handling	1	\$13,240.00	\$13,240.00

Freight Billable: yes ☒ no ☐

Order Subtotal \$ 595,886.50

Customer Discount (\$81,146.59)

Order Total \$ 514,739.91

# Sales Order Agreement

Mac Beeson  
Regional Sales Manager

Customer Signature

Date

V.P. of Finance

Date

Title

**Trade-In Equipment:**

ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

**Special Notes:****Payment Terms**

100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

**Warranty Period (Years):**

One (1) Year From Equipment Delivery

**Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)**

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

## GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

## 7. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

## 11. Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.

**EXHIBIT A**  
**HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT**  
**SERVICES**  
**(POST-WARRANTY PERIOD)**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration



services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III**

#### **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1**  
**Pricing Summary**

<b><u>Summary:</u></b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$61,935.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$26,325.00
<b>Total Maintenance Fees for the Initial Term:</b>		<b>\$88,260.00</b>
<b><u>Payment Terms:</u></b>		
ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
<b><u>Terms &amp; Conditions:</u></b>		
<b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.		
<b>Note 2:</b> In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

## ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
90	Model DS200 Scanner	Year 1	\$185.00	\$16,650.00
1	Model DS850 Scanner	Year 1	\$3,995.00	\$3,995.00
<b>Total Maintenance Fees for Year 1</b>				<b>\$20,645.00</b>
90	Model DS200 Scanner	Year 2	\$185.00	\$16,650.00
1	Model DS850 Scanner	Year 2	\$3,995.00	\$3,995.00
<b>Total Maintenance Fees for Year 2</b>				<b>\$20,645.00</b>
90	Model DS200 Scanner	Year 3	\$185.00	\$16,650.00
1	Model DS850 Scanner	Year 3	\$3,995.00	\$3,995.00
<b>Total Maintenance Fees for Year 3</b>				<b>\$20,645.00</b>
<b>Total Hardware Maintenance Fees for the Initial Term</b>				<b>\$61,935.00</b>

**Note 1:** The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

**Note 2:** Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

**Note 3:** Customer's Designated Location: Cumberland County, North Carolina

**Note 4:** The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

### Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - Service performed by an ES&S trained and certified technician.

- Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
- Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of ES&S Equipment.

#### 5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

#### 6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the third anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
90	Model DS200 Scanner	Year 1	\$80.00	\$7,200.00
1	Model DS850 Scanner	Year 1	\$1,575.00	\$1,575.00
<b>Total License, Maintenance and Support Fees for Year 1</b>				<b>\$8,775.00</b>
90	Model DS200 Scanner	Year 2	\$80.00	\$7,200.00
1	Model DS850 Scanner	Year 2	\$1,575.00	\$1,575.00
<b>Total License, Maintenance and Support Fees for Year 2</b>				<b>\$8,775.00</b>
90	Model DS200 Scanner	Year 3	\$80.00	\$7,200.00
1	Model DS850 Scanner	Year 3	\$1,575.00	\$1,575.00
<b>Total License, Maintenance and Support Fees for Year 3</b>				<b>\$8,775.00</b>
<b>Total Firmware License, Maintenance and Support Fees for the Initial Term</b>				<b>\$26,325.00</b>

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.



- Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
  3. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
  4. Customer shall be responsible for data extraction from Customer voter registration system.
  5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
  6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
  7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
  8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
  9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
  10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



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## COUNTY of CUMBERLAND

Harvey Raynor III  
Chair

### Board of Elections

Jeff Long  
Vice-Chair

Vikki S. Andrews  
Secretary

Terri Robertson  
Director

Bobby Swilley  
Member

### MEMORANDUM

DATE: July 12, 2018

TO: Cumberland County Board of Commissioners

THROUGH: Amy Cannon, County Manager

FROM: Harvey Raynor, III, Chairman - *Harvey W. Raynor III*

RE: Voting Equipment

The Board of Elections is requesting permission to move forward with the purchase of voting equipment, specifically the DS200 Tabulator and the 850 High Speed Counter. Sufficient DS200 Tabulators will be purchased to replace all M100's currently used on Election Day and during the One Stop Early Voting period and one 850 High Speed Counter will be purchased to replace the 650 High Speed Counter which is currently being used.

As the equipment being purchased are ballot tabulators and are not ADA compliant voting systems, the Board of Elections will need to purchase an ADA compliant voting system to be used in each of the 77 precincts and One Stop Early Voting sites once one has been certified. Until such a voting system is certified and purchased the Board of Elections will continue to lease a system for use during elections.

Should the Commissioners need further information or have any questions, please contact this office.



## **INFORMATION SERVICES**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KEITH TODD, CHIEF INFORMATION SERVICES DIRECTOR**

**DATE: 8/2/2018**

**SUBJECT: CONTRACT TO PROVIDE TAX SOFTWARE AND ASSOCIATED BUDGET  
ORDINANCE AMENDMENT #B190646**

#### **BACKGROUND**

Cumberland County Tax Administration completed an extensive RFP process for acquiring a new software solution for the Tax software project. The new software system features flexibility of the software, ease of use, compliance with RFP requirements, mobile application, and cost.

Cumberland County Tax Administration Department is in the process of upgrading its processes and software. The organization is currently in need of a modern, comprehensive software package that encompasses a mobile companion that is compatible with the software. This will eliminate the need to use several different programs, streamline their processes, provide the ability to perform tasks while mobile, and provide enhanced automation. The upgrade of the tax software will increase the efficiency of the office by reducing the use of paper as well as the need to hand walk paperwork for one person or section to another within the same organization by creating electronic workflows. The new software will bring the organization from an outdated, green screen mainframe product to a modern easy to use program that can be accessed remotely. The product will also provide a central portal through which all citizens will have the ability to access status information of past and present tax actions as well as make online payments. It will offer citizens and Cumberland tax employees a unified and user-friendly approach to maneuver through the system.

As a result of the RFP process which included demos, site visits, and detailed functionality reviews, it was clear that one vendor demonstrated the ability to meet the functionality required by the Tax Department and within budget. Information Services Technology and Tax Administration Departments selected Farragut Systems Inc., as the vendor for the tax software project. Farragut has developed software and is working with the North Carolina Association of County Commissioners (NCACC) in a cooperative technology initiative to assist in streamlining and optimizing the property tax process for North Carolina through the identification and application of best business practices and standards. Please view the estimated cost listed below.

## **RECOMMENDATION / PROPOSED ACTION**

1. Approval of contract by Finance Committee for Farragut Systems Inc., (contract has been reviewed and approved by the legal department for legal sufficiency) for the Tax Software as recommended by Information Services Technology and the Tax Department.
2. Approve Budget Ordinance Amendment B190646 in the amount of \$2,320,069 to be used towards the implementation costs for the tax software. This amendment requires the use of fund balance, which has been previously assigned specifically for this project.

## **ATTACHMENTS:**

Description	Type
Vendor Comparison - Tax Software Project	Backup Material
Vendor Contract - Farragut	Backup Material

Vendor	Ranking	Evaluation Findings	Key Risks Identified	Costs
<b>Farragut</b>	1	<ul style="list-style-type: none"> <li>• User group steering committee.</li> <li>• Only 1 county using mobile - Craven County</li> </ul>	<ul style="list-style-type: none"> <li>• Do not currently have Food &amp; Beverage in system, but can be done as an enhancement.</li> </ul>	\$1,699,869.00
<b>Tyler - IASWorld</b>	2	<ul style="list-style-type: none"> <li>• Most expensive option.</li> <li>• The software proposed is not fully operational in NC. IAS World B&amp;C only in Cobb County, GA.</li> <li>• Did not agree to maintenance fees beginning 1 year after project acceptance.</li> <li>• Uses RECO Cashiering as their standard program.</li> <li>• No lookup in RECO for outstanding tax bills.</li> <li>• Integrates with EZ-Scan for check scanning. This is an extra charge. Used in Cobb County, GA no one in NC uses this.</li> <li>• Need Soils layer built into GIS - will be extra charge not included in proposal.</li> <li>• Need ARCGIS viewer extension - will be extra charge not included in proposal.</li> <li>• CSS - need IAS World Smart File for this. No one in NC using it (Supports online entry &amp; online extension requests). This is an extra charge.</li> <li>• Cannot create personal property abstract listing in the field.</li> <li>• 1 county using mobile -Dare County.</li> <li>• Queries/Reports look outdated.</li> <li>• Screens were too busy with a lot of stuff.</li> <li>• Mobile is not very advanced.</li> <li>• No route tracking on mobile.</li> <li>• Did not agree that all State, Federal, regulatory agency, Court and GASB mandated changes are to be included and maintained for the tenure of the proposed maintenance contract without additional charge.</li> </ul>	<ul style="list-style-type: none"> <li>• Could not begin project until February 2019.</li> <li>• Oracle based.</li> <li>• No VTS</li> <li>• Does not have gap billing.</li> <li>• No farm listings.</li> <li>• No municipality populations over 300,000.</li> <li>• Do not currently have Food &amp; Beverage in system.</li> </ul>	\$4,066,758.00
<b>Bi-Tek</b>	3	<ul style="list-style-type: none"> <li>• Training materials not complete.</li> <li>• Did not agree that all State, Federal, regulatory agency, Court and GASB mandated changes are to be included and maintained for the tenure of the proposed maintenance contract without additional charge.</li> <li>• Mobile product built into system.</li> </ul>	<ul style="list-style-type: none"> <li>• No Food &amp; Beverage, but stated they could build it into the system however the County needed it.</li> </ul>	\$1,067,050.00



## **MASTER SERVICES AGREEMENT**

This Master Services Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_ (the "**Effective Date**") by and between Farragut Systems, Inc., a North Carolina corporation having a place of business at 2775 Meridian Parkway, Durham, North Carolina 27713 ("**Farragut**") and Cumberland County of North Carolina ("**Customer**"), a governmental agency with a mailing address of its executive offices at PO Box 1829, Fayetteville, NC 28302, and a physical address at 117 Dick Street, Suite 519, Fayetteville, NC 28301.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Services**

- 1.1. Farragut agrees to provide installation, implementation, configuration, consulting, development, training, support, and/or other services for the North Carolina Property Tax System ("NCPTS"), MapMetrics, ParcelSync, DeedSync, Apex Sketch, and Mobile Assessor, as set forth in one or more agreed Statements of Work (the "**Services**"). Statement of Work No. 1 are attached hereto and incorporated by reference. The parties may from time to time agree to additional Statements of Work, each of which, when signed by an authorized representative of each party, will be deemed a part of and incorporated into this Agreement. Each Statement of Work will identify responsibilities of each party, and the parties shall work together cooperatively to complete their respective responsibilities.
- 1.2. All changes to a Statement of Work will be made pursuant to a mutually agreed Change Order. The form of Change Order is attached hereto as Exhibit A. The Change Order will address as necessary changes to the requirements, Statement of Work or cost of the Services. No changes to a Statement of Work will be effective unless authorized in a written Change Order agreed by the parties.
- 1.3. Customer agrees to cooperate with Farragut and promptly perform Customer's responsibilities under this Agreement. Customer will provide timely access to its key personnel and will timely respond to Farragut's questions relating to this Agreement or Farragut's performance under this Agreement and the associated Statements of Work.
- 1.4. Unless otherwise agreed in writing by the parties, Customer shall have sole responsibility for acquiring and maintaining its own technology environment, including but not limited to client workstations, operating systems, database software, servers, internet access, local area networks, and wide area networks.

### **2. Fees and Expenses**

- 2.1. Customer shall pay Farragut the fees set forth in the applicable Statement of Work in accordance with the terms and conditions therein. If the Services are provided on a time and materials basis, any estimates provided by Farragut are for planning purposes only. Unless otherwise set forth in the Statement of Work, Farragut shall invoice Customer on a milestone basis upon acceptance of deliverables, and payments are due within thirty (30) days of receipt of invoice. If payment is not made within thirty (30) days of receipt of invoice, then Customer agrees to pay 2/3% per month interest on unpaid amounts or the highest rate allowed by law, if lesser. In the event that

Customer, in good faith, disputes any invoiced amounts, Customer shall notify Farragut in writing prior to the payment due date identifying in detail the reason why such charges are disputed. Customer may delay payment on disputed charges (but only disputed charges) pending resolution of the dispute. If any undisputed amounts are past due, Farragut may upon notice to Customer, and without waiving any rights or remedies, suspend performance under any or all Statements of Work until payments are current. Except to the extent set forth in a Statement of Work, all fees paid hereunder are nonrefundable; provided that the foregoing does not prevent Customer from seeking to recover all available damages for Farragut's breach of this Agreement.

- 2.2. To the extent authorized and set forth in the applicable Statement of Work, Customer agrees to reimburse Farragut for reasonable out-of-pocket expenses incurred in the performance of Services, including but not limited to travel, lodging, meals, postage, freight, printing and long distance phone expenses. All travel-related expenses must be approved in advance by Customer.
- 2.3. Customer shall be responsible for any and all applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement, including but not limited to state and local privilege, excise, sales, and use taxes and any taxes or amounts in lieu thereof paid or payable by Farragut, but excluding taxes based upon the net income of Farragut. This provision does not apply to any taxes for which Customer is exempt and for which Customer has furnished Farragut with a valid tax exemption certificate authorized by the appropriate taxing authority.

### 3. Confidentiality and Proprietary Rights

- 3.1. "Confidential Information" means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, or process) that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement that is identified in writing as confidential or that would reasonably be recognized as confidential. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; (c) was previously known by the receiving party as shown by its written records; or (d) was independently developed by the receiving party as shown by its written records.
- 3.2. A receiving party agrees: (a) to hold the disclosing party's Confidential Information in strict confidence; and (b) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall use its best efforts to inform the other party prior to any such required disclosure and the other party may seek to obtain a protective order or other protections against the disclosure of its Confidential Information.
- 3.3. Upon the termination or expiration of this Agreement, the receiving party will return to the disclosing party all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party, and will delete all electronic copies of such Confidential Information.
- 3.4. In the event that Farragut develops any custom software, scripts, documentation or other materials under this Agreement ("**Work Product**"), unless otherwise set forth in the Statement of Work, Farragut will be the sole owner of all intellectual property rights in such Work Product. In addition, Farragut shall retain all intellectual property rights in all methodologies, algorithms, software, documentation, know-how, techniques and other materials which have been previously developed or acquired by Farragut and that are used in connection with the Services. Upon receipt in full of all payments due under the applicable Statement of Work, Farragut will grant Customer a non-exclusive, perpetual, royalty-free license to use, copy and modify the Work Product solely in connection with Customer's internal operations. Customer agrees not to sell, distribute or otherwise disclose the Work Product to any third party, without Farragut's prior written consent; provided that Customer may disclose and transfer its license to the Work Product to an affiliated organization or to the acquirer of all or substantially all of Customer's business. Through



its relationship with the North Carolina Association of County Commissioners ("NCACC"), Farragut intends to make the Work Product from Statement of Work #1 that is related directly to NCPTS available for licensing by NCACC to other North Carolina counties. Client shall retain ownership of all documentation, training materials, and other work product related to NCPTS that Client solely develops.

#### **4. Term and Termination**

- 4.1. As a master agreement, this Agreement shall remain in place until terminated as set forth herein.
- 4.2. The term of a Statement of Work will begin when it is executed by both parties and will terminate when performance under the Statement of Work is accepted and paid for, unless the Statement of Work is otherwise terminated as provided herein or in the Statement of Work. Either party may terminate this Agreement or any Statement of Work if the other party materially breaches this Agreement and such breach is not cured, or an acceptable plan for resolving the breach is not put in place, within thirty (30) days after written notice identifying specifically the basis for such notice. If a breach relates solely to Services provided or fees to be paid under a specific Statement of Work and not to other Statements of Work, then a party will have the right to terminate only the affected Statement of Work and not the entire Agreement or other Statements of Work.
- 4.3. Customer may terminate a Statement of Work by providing at least thirty (30) days prior written notice to Farragut, in the event that applicable county, state, or federal funds associated with such project are withdrawn.
- 4.4. The terms provided in Sections 3, 5, 6.1, 7 and 8 of this Agreement shall survive any termination of this Agreement. In the event of termination, unless such termination is due to a material breach by Farragut, Customer agrees to pay Farragut for all Services rendered and expenses incurred up to the date of termination (on a pro-rated basis for fixed-fee or milestone-based Statements of Work).
- 4.5. Except as otherwise set forth in this Agreement, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. Termination of this Agreement will not relieve Customer of its obligation to pay all fees and expenses that accrued before such termination.

#### **5. Representations and Warranties**

- 5.1. Farragut represents and warrants that it has the requisite knowledge, expertise and experience necessary to perform Services under this Agreement, and that the results of the Services will meet the tax purposes of Customer, to the extent such purposes are reflected in the requirements and specifications set forth in a Statement of Work between the parties. Customer agrees to notify Farragut of any breach of this representation within thirty (30) days after completion of the Services, including all substantiating documentation. Customer's sole remedy for breach of this representation shall be for Farragut to reperform the Services at issue at no charge to County; provided that if Farragut breaches this representation for the same Services more than three (3) times, then County will have the right to terminate this Agreement for breach without further opportunity to cure.
- 5.2. Customer represents and warrants that it has obtained or will obtain prior to Farragut's commencement of the Services all licenses and consents from third party vendors authorizing access to and/or modifications of software and/or technical information owned by such vendors and licensed to Customer, as required in order for Farragut to perform the Services.
- 5.3. Each party represents and warrants that it has received all necessary authority and approvals to enter into this Agreement, and that the negotiation and performance of this Agreement is not in conflict with any other agreement entered into by such party.
- 5.4. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, FARRAGUT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED

WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF USAGE IN THE TRADE OR BY COURSE OF DEALING.

## **6. Liability and Insurance**

- 6.1. All liability arising under or relating to the subject matter of this Agreement, whether under theory of contract, tort (including negligence), or otherwise, shall be limited to direct damages. Neither party, including its officers, directors, employees, agents, representatives, and subcontractors, shall have any liability to the other party or to any third party for any incidental, punitive, indirect, special or consequential damages, including but not limited to lost profits, loss of data, cost of recreating lost data, interruption of business, or costs of procurement of substitute goods or services, even if advised of the possibility of such damages, whether under theory of warranty, contract, tort (including negligence), strict liability or otherwise. The aggregate liability of Farragut under any Statement of Work shall not exceed the total fees paid by Customer to Farragut with respect to the Statement of Work.
- 6.2. Farragut will carry and maintain throughout the period of this Agreement, at Farragut's sole expense, the following insurance:

### **1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY:**

This insurance shall protect Farragut against all claims under applicable provisions of the Labor Code of North Carolina. Farragut shall also be protected against claims for injury, disease, or death of employees which for any reason may not fall within the provisions of a worker's compensation law. The liability limits shall not be less than the "Worker's Compensation - Statutory Employer's liability." In no event shall Farragut self-insure for the purposes of Worker's Compensation insurance.

### **2. COMPREHENSIVE AUTOMOBILE LIABILITY:**

This insurance shall be written in comprehensive form and shall protect Farragut and the County against all claims for injuries to members of the public and damage to property of others arising from Farragut's use of motor vehicles and shall cover operation of all motor vehicles utilized in conjunction with Farragut's performance hereunder licensed for highway use whether they are owned, non-owned, or hired. The liability limits shall not be less than the following:

Bodily injury/Property damage per occurrences \$500,000

### **3. GENERAL LIABILITY:**

This insurance shall be written on a commercial general liability form which shall protect Farragut and the County for those sums Farragut becomes legally obligated to pay as damages because of bodily injury, personal injury or property damage in association with Farragut's performance hereunder. The limits applicable to the commercial general liability policy shall not be less than the following:

Bodily Injury/Property Damage Each Occurrence \$1,000,000

Aggregate \$1,000,000

Personal Injury Per Person/ Aggregate \$1,000,000

The insurance may also be written on the comprehensive general liability form. Comprehensive general liability limits shall not be less than the following:

Bodily Injury Occurrence \$1,000,000

Property Damage Occurrence \$1,000,000

Personal Injury Aggregate \$1,000,000

### **4. UMBRELLA**

This insurance shall be written to protect the successful Proposer and the County against all claims in excess of the underlying general liability, automobile and workers' compensation coverages. The umbrella limits shall not be less than the following:

Limit of Liability Aggregate \$5,000,000

The County must be an additional insured under the umbrella. Farragut and all sub-vendors shall furnish the County, prior to any award of an agreement, certificates of insurance evidencing the required coverages. Separate insurance certificates need not be furnished if Farragut and all sub-vendors have previously filed with the County certificates which are currently in effect. No work shall be performed under this Contract by Farragut or its sub-vendors after expiration or cancellation of the insurance set forth above

#### 5. ERRORS AND OMISSIONS

Errors and omissions insurance not less than \$1 million for professional liability for this project.

#### 6. CYBER LIABILITY

Must show proof that Farragut has cyber liability coverage.

. Certificates of such insurance shall be furnished by Farragut to Customer within ten (10) business days after execution of this Agreement. Such certificates shall require the insurer issuing the underlying policy to provide Customer with a minimum of thirty (30) days notice prior to modification or cancellation of said policy. Farragut agrees that such insurance shall be primary, regardless of any other insurance coverage, which Customer may procure for its own benefit.

- 6.3. Customer is responsible for assuring and maintaining the backup of all Customer data, software and network systems. UNDER NO CIRCUMSTANCES WILL FARRAGUT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF, CORRUPTION OF, OR DAMAGE TO CUSTOMER DATA, SOFTWARE OR NETWORK SYSTEMS.
- 6.4. The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and Farragut's compensation for the Services reflects such allocations.

### 7. **Dispute Resolution**

- 7.1. The parties agree to attempt to resolve any controversy, claim or dispute ("**Dispute**") arising out of or relating to this Agreement by means of good faith discussion and negotiation. In the event that a Dispute cannot be resolved at the project level, then designated senior executives of the parties shall meet and enter into further good faith settlement negotiations. If such senior executives cannot resolve the Dispute within sixty (60) days, then If such senior executives cannot resolve the Dispute within thirty (30) days, the parties agree to try in good faith to settle the dispute by mediation administered by a mutually agreed third-party mediator before resorting to a law suit. If the parties do not reach such solution within a period of sixty (60) days after engagement of a mediator, then either party may initiate a law suit exclusively in a state or federal court located in Cumberland County.
- 7.2. This Agreement shall be interpreted, construed, and governed by the laws of the State of North Carolina, without regard to conflict of law provisions.

### 8. **Miscellaneous**

- 8.1. During the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement for any reason, neither party shall employ nor offer or seek to employ, either directly or indirectly, any person who, at that time or within the last six (6) months, was

either employed by or engaged as an independent contractor by the other party and was involved in the delivery or receipt of services under this Agreement.

- 8.2. The parties are and intend to be independent contractors with respect to the services contemplated hereunder. Farragut agrees that neither it nor its employees or contractors shall be considered as having an employee status with Customer or having any claim to employee benefits of any kind offered by Customer. All persons employed by Farragut to perform Services shall be subject to the exclusive direction and control of Farragut. No form of joint employer, joint venture, partnership, or similar relationship between the parties is intended or hereby created.
- 8.3. Neither party shall be liable for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the party affected, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, terrorism, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other act of God. Each party shall promptly notify the other party in the case of an event arising under this Section.
- 8.4. This Agreement, including all Statements of Work, constitutes the entire understanding of the parties with respect to its subject matter, and supersedes all prior or contemporaneous written and oral agreements with respect to its subject matter. Except as provided expressly herein, this Agreement shall not be modified, amended, or in any way altered except in a written amendment executed by both of the parties. No waiver of any provision of this Agreement, or of any rights or obligations of any party hereunder, will be effective unless in writing and signed by the party waiving compliance.
- 8.5. Headings used in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.
- 8.6. Neither party may assign this Agreement or any right hereunder without the prior written consent of the other party; provided however that Farragut may assign this Agreement to the acquirer of all or substantially all of its business, so long as such acquirer agrees in writing to be bound by the terms of this Agreement and notice is provided to Customer within ten (10) days of such transfer of any new entity, address and/or contact(s). Any attempted assignment not authorized herein shall be null and void. For the avoidance of doubt, Farragut may not assign its accounts receivable under this Agreement to another company without the consent of Customer.
- 8.7. Farragut may use Customer's name and logo in a list of Farragut customers.
- 8.8. All notices required or permitted hereunder shall be in writing, delivered personally; by certified or registered mail, or by overnight delivery by an established national delivery service at the respective addresses first set forth above. Notices to Farragut shall be sent to the attention of Vice President, Local Government Solutions, or to such other person designated by Farragut in a written notice to Customer. Notices to Customer shall be sent to the attention of \_\_\_\_\_ or to such other person designated by Customer in a written notice to Farragut. All notices shall be deemed effective upon personal delivery or when received if sent by certified or registered mail or by overnight delivery.

**Farragut Systems, Inc.**

**Customer: Cumberland County**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Vice President of Local Gov Solutions

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

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

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



## **DEPARTMENT OF SOCIAL SERVICES**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: BRENDA R. JACKSON**

**DATE: 7/31/2018**

**SUBJECT: ENGAGING OUTSIDE LEGAL COUNSEL FOR DSS INDEPENDENT  
CONTRACTOR FOR CHILDREN'S SERVICES - E. GURNEE AND BUDGET  
ORDINANCE AMENDMENT #B190042**

#### **BACKGROUND**

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

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

Finance Committee recommends approval of the contract for Elizabeth Gurnee in the amount of \$6,000 effective July 1, 2018 through June 30, 2019 and budget ordinance amendment #B190042 to move \$26,000 from salaries to fund balance.

#### **ATTACHMENTS:**

Description

FY 19 - Elizabeth Gurnee

Type

Backup Material

Contract # \_\_\_\_\_ Fiscal Year Begins July 1, 2018 Ends June 30, 2019

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

**1. Contract Documents:** This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G) – **NOT REQUIRED**
- (9) Federal Certification Regarding Debarment (Attachment H) – **NOT REQUIRED**
- (10) HIPAA Business Associate Addendum (Attachment I)
- (11) Certification of Transportation (Attachment J) – **NOT REQUIRED**
- (12) Certain Reporting and Auditing Requirements (Attachment L) – **NOT REQUIRED**
- (13) State Certification (Attachment M)
- (14) Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act (Attachment N)
- (15) Iran Divestment and E-Verify Certification
- (16) Contractor's Certification for Legal Review

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

**2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:** This contract shall be effective on July 1, 2018 and shall terminate on June 30, 2019. This contract must be twelve months or less.

**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$6,000.00. This amount consists of \$2,280.00 in Federal funds, \$480.00 in State Funds, \$3,240.00 in County funds, \$0.00 TANF/MOE.

☒ a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$6,000.00.

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



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

**For the County:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Jasmen Lima, Accounting Technician IV County: Cumberland Mailing Address: P.O. Box 878 City, State, Zip: Fayetteville, NC 28302  Telephone: (910) 677-2021 Fax: (910) 677-2886 Email: jasmenlima@ccdsnc.com	Name & Title: County: Cumberland Street Address: 1225 Ramsey Street City, State, Zip: Fayetteville, NC 28301

**For the Contractor:**

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

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

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

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

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

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

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

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

**CONTRACTOR:**

_____ Signature	_____ Date
Elizabeth Gurnee Printed Name	Attorney at Law Title

**COUNTY:**

_____ Signature	_____ Date
Brenda Reid Jackson Printed Name	Director Title

By: _____ Larry L. Lancaster, Chairman Cumberland County Board of Commissioners	_____ Date
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This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved for Legal Sufficiency:

By: \_\_\_\_\_  
VICKI EVANS  
County Finance Director

By: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE  
Expires: 30 June 2019  
( X ) RENEWABLE  
(   ) NON-RENEWABLE

## ATTACHMENT A

### General Terms and Conditions

#### Relationships of the Parties

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

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

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

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

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

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

#### Indemnity and Insurance

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

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

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

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

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

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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

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

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

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

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

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

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

### Intellectual Property Rights

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

**Federal Intellectual Property Bankruptcy Protection**

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

**Compliance with Applicable Laws**

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

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

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

**Trafficking Victims Protection Act of 2000:**

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

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

**Confidentiality**

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

**Oversight**

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

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and



MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### **Warranties and Certifications**

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

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

### **E-Verify**

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

### **Miscellaneous**

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in

written form and executed by duly authorized representatives of the County and the Contractor.

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

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

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

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

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

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

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

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



## ATTACHMENT B – Scope of Work

### A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Elizabeth Gurnee, Attorney at Law

2. *If different* from Contract Administrator Information in General Contract:

Address: same

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

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

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

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

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

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

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

C. Negotiated County Rate: N/A

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

E. Details of Billing process and Time Frames;

The County shall pay bi-weekly for services rendered at the rate of \$35.73 per hour. The total expenditures under this agreement shall not exceed \$6,000.00.

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

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

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Signature of County Authorized Person)

\_\_\_\_\_  
(Date Submitted)

\_\_\_\_\_  
(Date Submitted)

## ATTACHMENT C

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Cumberland County Department of Social Services/Human Services

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

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

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

- 1225 Ramsey Street

(Street address)

Fayetteville, Cumberland County, NC 28301

(City, county, state, zip code)
- 117 Dick Street

(Street address)

Fayetteville, Cumberland County, NC 28301

(City, county, state, zip code)

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

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

### Certification Regarding Nondiscrimination

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Attorney at Law  
Title

Elizabeth Gurnee, Attorney at Law \_\_\_\_\_  
Agency/Organization Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

Approved by:

Elizabeth Gurnee, Attorney at Law  
Name of Organization

\_\_\_\_\_  
Signature of Organization Official

\_\_\_\_\_  
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Cumberland

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

(Official Seal)

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

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

**ATTACHMENT E - OVERDUE TAXES**

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

**July 01, 2018**

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

**Certification:**

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

**Sworn Statement:**

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

\_\_\_\_\_  
Independent Attorney

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

\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: \_\_\_\_\_

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

## ATTACHMENT F

### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Cumberland County Department of Social Services/Human Services

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

_____	<u>Attorney at Law</u>
Signature	Title

<u>Elizabeth Gurnee, Attorney at Law</u>	_____
Agency/Organization	Date

(Certification signature should be same as Contract signature.)



## ATTACHMENT I

Cumberland County Department of Social Services/Human Services

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

This Agreement is made effective the 1st day of July 2018, by and between Cumberland County Department of Social Services ("Covered Entity") and Elizabeth Gurnee, Attorney at Law ("Business Associate") (collectively the "Parties").

#### 1. BACKGROUND

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

#### 2. DEFINITIONS

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

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

#### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Cumberland County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Cumberland County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

#### **4. PERMITTED USES AND DISCLOSURES**

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

## 5. TERM AND TERMINATION

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

### **Effect of Termination.**

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

## 6. GENERAL TERMS AND CONDITIONS

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

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(Signature of Contractor)

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(Signature of County Authorized Person)

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(Date Submitted)

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(Date Submitted)

## ATTACHMENT M

### State Certifications

#### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

#### Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
    - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

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

Contractor's Name: **Elizabeth Gurnee, Attorney at Law**

Contractor's  
Authorized Agent: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Witness: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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

## ATTACHMENT N

Cumberland County Department of Social Services/Human Services

## CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

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

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

**Ensuring Equal Opportunity Access for Persons with Disabilities:** **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that



interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

#### **V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.



- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term “commercial item” has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

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Signature

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Title

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Agency/Organization

---

Date

(Certification signature should be same as Contract signature.)



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

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

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

Company Name: Elizabeth Gurnee, Attorney at Law

\_\_\_\_\_  
Authorized Signer

Date \_\_\_\_\_

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

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The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and \_\_\_\_\_ as follows:

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

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

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

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

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

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

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



## DEPARTMENT OF SOCIAL SERVICES

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: BRENDA R. JACKSON**

**DATE: 7/31/2018**

**SUBJECT: ENGAGING OUTSIDE LEGAL COUNSEL FOR DSS INDEPENDENT  
CONTRACTOR FOR CHILDREN'S SERVICES - M. RUSS AND BUDGET  
ORDINANCE AMENDMENT #B190042**

#### **BACKGROUND**

Due to the increased number of children in foster care, the number of cases held by the DSS Attorneys exceed twice the amount of cases recommended by the American Bar Association at 100 plus cases per attorney. In the past, this has caused a delay in the drafting of Termination of Parental Rights (TPR) petitions. This delay keeps the children in foster care longer, slows the process toward permanency for these children and increases the cost to the County. Margaret Russ is responsible for drafting many of the TPR petitions. Having one person draft these petitions provides a consistency which the judges and other attorneys appreciate as well as providing the DSS attorneys with the information they need to move the cases through the court. Ms. Russ is also responsible for cases involving the RIL – Responsible Individuals List, coordinates cases between DSS and Fort Bragg and is the liaison with the District Attorney office.

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

Finance Committee recommends approval of the contract for Margaret Russ in the amount of \$20,000 effective July 1, 2018 through June 30, 2019 and budget ordinance amendment #B190042 to move \$26,000 from salaries to fund balance.

#### **ATTACHMENTS:**

Description

FY 19 - Margaret Russ

Type

Backup Material

**Contract \_\_\_\_\_ Fiscal Year Begins July 1, 2018 Ends June 30, 2019**

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

**1. Contract Documents:** This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G) - **NOT REQUIRED**
- (9) Federal Certification Regarding Debarment (Attachment H) - **NOT REQUIRED**
- (10) HIPAA Business Associate Addendum (Attachment I)
- (11) Certification of Transportation (Attachment J) – **NOT REQUIRED**
- (12) Certain Reporting and Auditing Requirements (Attachment L) - **NOT REQUIRED**
- (13) State Certification (Attachment M)
- (14) Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act (Attachment N)
- (15) Iran Divestment and E-Verify Certification
- (16) Contractor's Certification for Legal Review

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

**2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.**3. Effective Period:** This contract shall be effective on July 1, 2018 and shall terminate on June 30, 2019. This contract must be twelve months or less.**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$20,000.00. This amount consists of \$7,600.00 in Federal funds, \$1,600.00 in State Funds, \$10,800.00 in County funds, \$0.00 TANF/MOE.

☒ a. There are no matching requirements from the Contractor.

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

☐ In-kind

☐ Cash

☐ Cash and In-kind

☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$20,000.00

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

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

**For the County:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Jasmen Lima, Accounting Technician IV County: Cumberland Mailing Address: P.O. Box 878 City, State, Zip: Fayetteville, NC 28302  Telephone: (910) 677-2021 Fax: (910) 677-2886 Email: jasmenlima@ccdssnc.com	Name & Title: County: Cumberland Street Address: 1225 Ramsey Street City, State, Zip: Fayetteville, NC 28301

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Margaret R. Russ, Attorney at Law, P.A. Company Name: Mailing Address: 230 Pinecrest Drive Apt. 12 City State Zip: Fayetteville, NC 28305-4945  Telephone: (910) 309-7171 Fax: Email: buntieruss4@aol.com	Name & Title: Company Name: Street Address: City State Zip:

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

- 11. Disbursements:** As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:
- (a) Implement adequate internal controls over disbursements;
  - (b) Pre-audit all vouchers presented for payment to determine:
    - Validity and accuracy of payment
    - Payment due date
    - Adequacy of documentation supporting payment
    - Legality of disbursement
  - (c) Assure adequate control of signature stamps/plates;
  - (d) Assure adequate control of negotiable instruments; and
  - (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

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

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



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

**CONTRACTOR:**

Signature	Date
Margaret R. Russ	Attorney at Law, P.A.
Printed Name	Title

**COUNTY:**

Signature	Date
Brenda Reid Jackson	Director
Printed Name	Title

By: _____ Larry L. Lancaster, Chairman Cumberland County Board of Commissioners	_____ Date
---	---------------

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

Approved for Legal Sufficiency

By: \_\_\_\_\_  
VICKI EVANS  
County Finance Director

By: \_\_\_\_\_  
COUNTY ATTORNEY’S OFFICE  
Expires: 30 June 2019  
( X ) RENEWABLE  
(   ) NON-RENEWABLE

## ATTACHMENT A

### General Terms and Conditions

#### Relationships of the Parties

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

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

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

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

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

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

#### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County and any of their officers,

agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

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

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

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

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

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in

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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to

the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

### Intellectual Property Rights

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

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

### Compliance with Applicable Laws

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and

licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

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

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

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

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

## Confidentiality

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

## Oversight

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

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

## Warranties and Certifications

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

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

#### **E-Verify**

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

#### **Miscellaneous**

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

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

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

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

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

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

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

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

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



## ATTACHMENT B – Scope of Work

### A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Margaret R. Russ, Attorney at Law, P.A.

2. *If different* from Contract Administrator Information in General Contract:

Address: same

Telephone Number: 910-309-7171 Fax Number: \_\_\_\_\_ Email: buntieruss4@aol.com

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

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

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

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

- 1) To draft termination of parental rights petitions;
- 2) To draft complex court orders;
- 3) To represent the agency in the Judicial Reviews of petitions filed, as a result of the Responsible Individuals List (RIL) as set out in N.C.G.S. Chapter 7B, Article 3A;
- 4) To represent the agency in other court actions as needed;
- 5) To consult in the attorney's areas of expertise;
- 6) To assist the Legal Unit to meet statutory deadlines;
- 7) To work up to forty hours per week, with a minimum of thirty hours.

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

C. Negotiated County Rate: N/A

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

E. Details of Billing process and Time Frames;

The County shall pay bi-weekly in the amount of \$4,000. The total expenditure under this agreement shall not exceed \$20,000.00.

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

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

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Signature of County Authorized Person)

\_\_\_\_\_  
(Date Submitted)

\_\_\_\_\_  
(Date Submitted)

## ATTACHMENT C

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Cumberland County Department of Social Services/Human Services

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

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



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

1.

1225 Ramsey Street

(Street address)

Fayetteville, Cumberland County, NC 28301

(City, county, state, zip code)
2.

117 Dick Street

(Street address)

Fayetteville, Cumberland County, NC 28301

(City, county, state, zip code)

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

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

**Certification Regarding Nondiscrimination**

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

Signature

\_\_\_\_\_

Margaret R. Russ, Attorney at Law, P. A.

Agency/Organization

Attorney at Law

Title

\_\_\_\_\_

Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

Approved by:

Margaret R. Russ, Attorney at Law, P.A.  
Name of Organization

\_\_\_\_\_  
Signature of Organization Official

\_\_\_\_\_  
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Cumberland

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

(Official Seal)

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

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

**ATTACHMENT E - OVERDUE TAXES**

**Margaret R. Russ, Attorney at Law, P. A.**  
230 Pinecrest Drive Apt 12  
Fayetteville, NC 28305-4945

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**July 01, 2018**

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

**Certification:**

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

**Sworn Statement:**

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

\_\_\_\_\_  
Independent Attorney

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

\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: \_\_\_\_\_

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

**ATTACHMENT F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Cumberland County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

_____	<u>Attorney at Law</u>
Signature	Title

<u>Margaret R. Russ, Attorney at Law, P. A.</u>	_____
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT I

Cumberland County Department of Social Services/Human Services

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

This Agreement is made effective the 1st day of July, 2018, by and between Cumberland (County Department of Social Services) (“Covered Entity”) and Margaret R. Russ, Attorney at Law, P.A. (name of contractor) (“Business Associate”) (collectively the “Parties”).

#### 1. BACKGROUND

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

#### 2. DEFINITIONS

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

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

#### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

#### 4. PERMITTED USES AND DISCLOSURES

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

#### 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:



- 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

**Effect of Termination.**

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

**6. GENERAL TERMS AND CONDITIONS**

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

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**(Signature of Contractor)**

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**(Signature of County Authorized Person)**

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**(Date Submitted)**

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**(Date Submitted)**

## ATTACHMENT M

## State Certifications

## Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

## Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
    - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

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

Contractor's Name: **Margaret R. Russ, Attorney at Law, P. A.**

Contractor's  
Authorized Agent: Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Witness: Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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

## ATTACHMENT N

Cumberland County Department of Social Services/Human Services

## CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

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

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

**Ensuring Equal Opportunity Access for Persons with Disabilities:** **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that

interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

#### **V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term “commercial item” has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

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Signature

---

Title

---

Agency/Organization

---

Date

(Certification signature should be same as Contract signature.)

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

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

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

Company Name: **Margaret R. Russ, Attorney at Law, P. A.**

\_\_\_\_\_  
Authorized Signer

Date \_\_\_\_\_



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

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The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and \_\_\_\_\_ as follows:

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

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

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

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

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

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

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



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**

**DATE: 8/2/2018**

**SUBJECT: REQUEST BY UNITED DEVELOPERS, INC. TO WAIVE LANDFILL DISPOSAL FEES**

#### **BACKGROUND**

Attached is a request from United Developers, Inc., and the Fayetteville Metropolitan Housing Authority for the “grandfathering” of concrete disposal fees for the Grove View Terrace Project. When the subcontractor’s demolition proposals were received by United Developers in April of 2017, the County fee schedule did not have a disposal fee for concrete at the Ann Street Landfill.

A disposal fee of \$18 per ton was adopted as part of the FY 18 budget which was effective July 1, 2018. The demolition contractor has estimated disposal of approximately 25,000 tons of concrete and brick at a cost of \$450,000.

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

The Finance Committee approved the following at its Finance Committee on August 2, 2018 meeting and forwarded this item to the full Board as a Consent Item at its August 6, 2018 Board of Commissioners' Meeting.

- Waive the disposal fees for inert debris (concrete & block) from the demolition of the Grove View Terrace Project.
- The County will invoice the contractor for the demolition cost and write this amount off as the County's additional contribution to the project.

#### **ATTACHMENTS:**

Description

Request by United Developers

Type

Backup Material

**Amy Cannon**

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**Subject:**

FW: Landfill Issue

Good afternoon Ms. Cannon,

In light of the below email, United Developers, Inc. and FMHA, is requesting to be "grandfathered" from the payment of the concrete disposal fees generated from the Grove View Terrace Demolition. Please see the below email from our Demo and Abatement contractor. As you can see, and I believe Jonathan Charleston has made you aware, these fees were never contemplated or factored into the demolition budget.

Thank you in advance for your time and consideration.

Sincerely,

Jim Smith  
United Developers, Inc.

Good afternoon Jim and Shawna,

During the RFP phase of this project in April of 2017- Trifecta called around local landfills for disposal pricing for Construction Debris and concrete. At that time- Cumberland County landfill was accepting concrete free of charge. Trifecta Services Company was notified approx. 2 weeks after the bids were due; that we were the low bidder and would be awarded the project. Unfortunately this project was delayed approx. 15 Months. Around Mid-June of 2018, we received notification that the loan was to close on or before June 30th 2018. It was at this time, Trifecta Services Company began to preplan for the abatement and demolition activity. Part of this planning was to have accounts setup at the landfills. While setting up the account, we were told that the Management at the landfill had changed this past year and additionally- that "due to the current capacity of the landfill" and "change of management" that concrete was no longer accepted for disposal free of charge. It was at this time I made a call to Wade Duggins to inform him of the concrete disposal discrepancy.

Please feel free to call or email should you need any further information.

Thank you,

Joseph Stritmatter  
Trifecta Services Company  
704.320.0766 (M)  
704.900.1977 (O)



**ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER**

**DATE: 8/2/2018**

**SUBJECT: PARTICIPATION IN THE NATIONAL 2018 CLEAR THE SHELTER EVENT**

**BACKGROUND**

Each August a national event occurs called "Clear the Shelter." It is a joint effort between the Humane Society of the United States, NBC media network and some corporate sponsors. This year the event will be on Saturday August 18th. Cumberland County Animal Control has not participated in the past, but other area shelters such as Wake County, Durham County, Orange County, Johnston County all have participated in the past and are doing it again this year.

In order to participate in the event, Cumberland County is required to waive adoption fees for every adoptable animal in the shelter. The goal is to get every adoptable animal a new home. Depending on the number of animals adopted, this could mean waiving revenue upwards of \$10,000.

We contacted Wake County to determine the potential impact of holding an event. Wake County has participated in the event for 2 years and plans to do so this year as well. Last year they had over 1,000 people come to their shelter for the event. They cleared out their shelter and had very few animals returned afterwards and at a lower return rate than they usually see. Participating animal shelters, and national organizations such as ASPCA and Best Friends Animal Society, see the positive publicity and decrease in animal euthanasia as far outweighing the loss in fees.

WRAL TV will be broadcasting from area shelters all day to promote the event. They will also be doing stories on responsible pet ownership throughout the week prior to the event. Last year, area shelters placed over 1,200 animals through Clear the Shelter ([www.cleartheshelters.com](http://www.cleartheshelters.com)).

**RECOMMENDATION / PROPOSED ACTION**

Request the Board of Commissioners accept and approve the Finance Committee recommendation to approve participation in the "2018 Clear the Shelter Event".





## FINANCE OFFICE

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS**

**DATE: 8/2/2018**

**SUBJECT: APPROVAL OF AMENDMENT TO THE PURCHASING POLICY TO  
REFLECT UPDATES IN THE FEDERAL UNIFORM PROCUREMENT  
STANDARDS**

#### **BACKGROUND**

A request to consider updates to the County Purchasing Policy was presented during the August 2, 2018 policy committee meeting. The changes in the Purchasing Policy are based on updates provided in a June 20, 2018 statement of the Office of Management and Budget (OMB). The dollar thresholds for the micro-purchase increased from \$3,500 to \$10,000 and the simplified acquisition threshold increased from \$150,000 to \$250,000. The changes are reflected in the revised Purchasing Policy. The policy committee unanimously approved of the revisions.

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

Approve the revised Purchasing Policy as recommended by the Policy Committee.

#### **ATTACHMENTS:**

Description

Revised Purchasing Policy

Type

Backup Material

**Cumberland County**

**Section I – Board Approved Policies**

**Subsection 3: Cumberland County Financial / Audit**

**Policy No. 3-3: Purchasing Policy**

**The following policy was originally adopted on June 21, 1999 by the Board of Commissioners. This policy was amended on February 25, 2002, November 1, 2010, June 5, 2017, and June 18, 2018 by the Board of Commissioners.**

**1.0 PURPOSE**

This manual has been developed as a resource for Cumberland County employees to follow when procuring goods and services on behalf of the County. The policy and procedures provided in this manual were established to ensure the fair and equitable treatment of all persons involved in public purchasing, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity, in accordance with North Carolina General Statutes (N.C.G.S).

**2.0 SCOPE**

This policy applies to all County employees conducting purchases on behalf of Cumberland County.

**3.0 POLICY**

**3.1 Local Preference Policy**

Contracts for the provision of services in any amount and all contracts for the purchase of apparatus, materials, supplies and equipment in which the aggregate purchase price in any single contract is less than \$30,000 shall be awarded to local vendors or suppliers, to the greatest extent possible, in accordance with the further conditions set out herein.

Local vendors or suppliers shall be those who demonstrate that they pay business personal or real property taxes and are either self-employed residents of Cumberland County or employ at least one resident of Cumberland County as an employee or officer of the contracting business entity.



### 3.2 Purchase Orders

All services and purchases in amounts of \$1,000 and more must have a purchase order prior to the purchase being made or the services being rendered. All purchases of goods in an amount greater than \$500 requires a document (invoice, quote, proposal, etc.) with sale details.

### 3.3 Purchases & Services

#### Less than 1,000

Department heads shall authorize services or purchases of apparatus, supplies, materials or equipment up to \$999.99 without a purchase order if sufficient funds are budgeted and available within the department budget. Prior to the purchase departments must ensure there is an appropriation authorizing the obligation and that sufficient funds will remain in the appropriation to pay the amounts that are expected to come due in the fiscal year in which the obligation is incurred.

#### \$1,000 – \$29,999.99

Department heads shall solicit proposals for services or purchases of apparatus, supplies, materials or equipment when the estimated cost is between \$1,000 - \$29,999.99. County Purchasing will review the purchase upon receipt of requisition to ensure compliance with County policies. County Purchasing may elect to solicit additional proposals on a random basis or if experience has revealed that a more favorable price is available.

### 3.4 Purchases of apparatus, supplies, materials, or equipment

#### \$30,000 – \$89,999.99

**Informal bids** are required for any purchase of apparatus, supplies, materials, or equipment that requires an expenditure of \$30,000 - \$89,999.99, except for purchases that qualify under the Competitive Bidding Exceptions as per N.C.G.S 143-129(e). Departments shall submit specifications to County Purchasing for purchases in this category.

#### \$90,000 and Above

**Formal bids** are required for any purchase of apparatus, supplies, materials, or equipment in amounts of \$90,000 or more, with exception of purchases that qualify under the Competitive Bidding Exceptions as per N.C.G.S 143-129(e). Departments shall submit specifications to County Purchasing for purchases in this category. The County Manager will must approve bid awards in amounts between \$90,000 - \$99,999.99. The Board of County Commissioners must approve bid awards in amounts of \$100,000 or greater.

### **3.5 Purchase of Services**

#### \$30,000 and Above

**An Informal RFP** process is required for services estimated to cost \$30,000 or more. County Purchasing will review the proposal upon receipt of requisition to ensure compliance with county policies. County Purchasing may elect to solicit additional proposals on a random basis or if experience has revealed that a more favorable price is available.

### **3.6 Procurement Cards**

The procurement card program was established to provide a more rapid turnaround of requisitions for low dollar value goods, and to reduce paperwork and handling costs. Procurement cardholders may initiate transactions in person, or by telephone, within the established limits of these procedures. Department heads may designate individuals to receive procurement cards. Procurement cardholders must attend a class in County Purchasing addressing the guidelines involved in the responsibility associated with the card. To ensure pre-audit requirement compliance, funds for each department's estimated procurement card charges shall be encumbered at the beginning of each fiscal year.

### **3.7 Contracts**

All contracts for expenditures, in amounts of \$50,000 or more require County Manager signature. Contracts resulting from a formal bid process for expenditures in amounts of \$100,000 or more require Chairman to the Board of Commissioners signature, after Board approval. Contracts with a total amount less than \$50,000 may be signed by the Department head.

These signature requirements pertain to all contracts in which the county is obligated to expend funds, even if the funds have been approved by the Board of Commissioners in the original budget.

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200). See the Addendum following section 4.0 of this policy for the Uniform Guidance Procurement Policy.

### **3.8 Federal and State Law Compliance**

Federal law and North Carolina general statutes allow local policy to be more restrictive. When comparing federal, state, and local procurement requirements to implement federal programs or grants, the most restrictive requirement shall be applied. This policy is more restrictive regarding bid requirements of services and dollar thresholds for contractual signatures in comparison to state statute requirements. Periodically, legislation results in changes to law and/or general statutes. This policy shall be automatically updated upon changes in general statutes referenced within this policy, except for bid requirements of services and dollar thresholds for contractual signatures.

#### 4.0 **IMPLEMENTATION**

The Finance Director is responsible for implementing and enforcing this Policy and to interpret it consistent with its spirit and intent, fiscal prudence and accountability. The Finance Director is authorized to prescribe additional administrative instructions for implementing the above policy.

### **ADDENDUM**

## **Uniform Guidance Procurement Policy for North Carolina Local Governments**

### **I. Purpose**

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

### **II. Policy**

A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200.326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Cumberland County will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the County have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.

D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

- E. **Contract Requirements.** All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R. § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

### III. **General Procurement Standards and Procedures:**

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- B. **Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- C. **Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

- F. Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how the reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and “or equal” must be included in the description.
- G. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing Contract for Minority/Women Business Enterprises (M/WBE) Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
- I. Documentation.** Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor’s responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- J. Cost Estimate.** For all procurements costing \$250,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- K. Contract Requirements.** The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.
- L. Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder’s list.
- M. Contractor Oversight.** The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- N. Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name

without allowing for “or equal” products, or other unnecessary requirements that have the effect of restricting competition.

- O. Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

#### **IV. Specific Procurement Procedures**

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- A. Service Contracts** except for Architectural/Engineering (A/E) professional services and **Purchase Contracts costing less than \$10,000** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:
1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
  2. To the extent practicable, purchases must be distributed among qualified suppliers.
- B. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$10,000 up to \$90,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:
1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  3. Cost or price analysis is not required prior to soliciting bids.
  4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
  5. Award the contract to the lowest responsive, responsible bidder.
- C. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
1. Cost or price analysis is required prior to soliciting bids.
  2. Complete specifications or purchase description must be made available to all bidders.
  3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
  4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.

5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for “sound documented reasons.”

**D. Service Contracts** (except for A/E professional services) costing \$250,000 and above may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

**E. Construction and repair contracts costing less than \$10,000** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

**F. Construction and repair contracts costing \$10,000 up to \$250,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.



**G. Construction and repair contracts costing \$250,000 up to \$500,000** shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for “sound documented reasons.”

**H. Construction and repair contracts costing \$500,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for “sound documented reasons.”

- I. Construction or repair contracts involving a building costing \$300,000 and above** must comply with the following additional requirements under state law:
1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
  2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
  3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- J. Contracts for Architectural and Engineering Services costing under \$250,000** shall be procured using the state “Mini-Brooks Act” requirements (G.S. 143-64.31) as follows:
1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
  3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
  4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
  5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
  6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
- K. Contracts for Architectural and Engineering Services costing \$250,000 or more** shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)(5)) as follows:
1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
  3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
  4. Proposals must be solicited from an “adequate number of qualified sources” (an individual federal grantor agency may issue guidance interpreting “adequate number”).
  5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
  6. Consider all responses to the publicized RFQ to the maximum extent practical.
  7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided

that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.

8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

## V. **Exceptions**

Non-competitive contracts are allowed ***only*** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- A. Sole Source.** A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
- B. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- C. Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- D. Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

<END>



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

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 7/31/2018**

**SUBJECT: PRESENTATION ON OPIOID SUPPORT GRANT AND CONSIDERATION OF  
APPROVAL OF ASSOCIATED BUDGET ORDINANCE AMENDMENT  
#B190765 TO REFLECT GRANT AMOUNT**

**BACKGROUND**

Cumberland County and the City of Fayetteville are teaming up for an intensive two-year program to address the opioid crisis in our community through an initiative sponsored by Blue Cross and Blue Shield of North Carolina (Blue Cross NC) and the UNC School of Government.

Cumberland County is one of 10 communities selected from 39 applications across the state and will receive \$20,000 in grant funding over the two-year period. Each team, or "community," comprises at least one North Carolina county and represents multiple departments, jurisdictions, and organizations addressing challenges posed by the opioid epidemic.

The 10 selected teams are:

- Beaufort, Hyde, Martin, Tyrell and Washington Counties, Office of the District Attorney and Chief District Court Judge in the N.C. Second Judicial District, and human services and law enforcement agencies from all five counties;
- Cabarrus County, including the City of Concord and the City of Kannapolis;
- Cumberland County and the City of Fayetteville;
- Durham County;
- Forsyth County, including the City of Winston-Salem and the Town of Kernersville;
- Greene, Lenoir, and Wayne Counties, including the N.C. Eighth Judicial District;
- Mecklenburg County;
- Onslow County, including the City of Jacksonville;
- Transylvania County; and
- Wilkes County, including the Town of Wilkesboro.

The project, coordinated through the School of Government's ncIMPACT initiative, will complement health and policy efforts at the state and local levels by working with communities that are ready to implement best practices. Local governments are the front lines of policy implementation, and the School assists them through training, advising, and research.

The School of Government and Blue Cross NC will provide the following to each participating community: five regional forums at which teams will form goals, set implementation plans, collaborate across fields and jurisdictions, and learn from experts on opioid-related issues; School of Government support throughout the process; \$10,000 to assist with the costs of hiring a community project manager; and \$10,000 in implementation funding for the project.

Duane Holder, Assistant County Manager for Community Support Services and the interim Health Director, serves on the project's three-member core team along with Captain Lars Paul of the Fayetteville Police Department and Dr. Sam Fleishman, Chief Medical Officer for Cape Fear Valley Health System.

Mr. Holder will provide the Board of Commissioners with an update on the program and the Cumberland-Fayetteville Opioid Response Team (C-FORT) that has been formed as part of the initiative. The team includes representatives from local government, law enforcement, the court system, medical community, educators, behavioral health providers, human services agencies and more.

### **RECOMMENDATION / PROPOSED ACTION**

Approve the Budget Ordinance Amendment #B190765 in the total amount of \$20,000.

### **ATTACHMENTS:**

Description

Opioid Support Grant

Type

Backup Material

# Opioid Support Grant

*August 6, 2018*

**Cumberland County  
Board of Commissioners Meeting**

# Overview

## Basics of the Program

School of Government and Blue Cross  
Goals  
Funding

## Community Team Approach

Core Team  
Cumberland-Fayetteville Opioid Response Team (C-FORT)  
Actions to Date

## Next Steps

Project Manager  
September Forum in Chapel Hill  
Timeline



# Basics of the Program

- **Sponsored by the UNC School of Government and Blue Cross NC**
- **10 teams selected from 39 applications**
- **Two-year, collective-impact approach**
  - **Help communities identify impacts of opioid crisis**
  - **Build on prior work in the community**
  - **Formulate programs, plans, policies and strategies to mitigate identified impacts**

# School of Government

- **Guide participants' visions and strategies**
- **Support the aligned activities of team members**
- **Work with teams to establish measurement for goals**
- **Host 5 forums across the state**
- **Help teams build public goodwill for the project**
- **Assist team members with challenges they may encounter**

# Funding

- **\$10,000 – for project director**
- **\$10,000 – for project implementation**
- **County is the fiscal agent**

# Team approach

- **Core Team**
- **Cumberland Fayetteville Opioid Response Team (C-FORT)**
  - **Local government, law enforcement, court system, medical community, educators, behavioral health providers, human services agencies and more**

# **Actions to Date**

## **Identified Critical Opioid Issues Facing Community**

- **Recovery resources**
- **Crime**
- **Medical Health**
- **Addiction**
- **Early intervention**
- **Patient and community education**
- **Overdoses**

# Timeline Overview

Summer 2018

- Team Building; Brainstorming and Problem Identification Work; Initial Stakeholder Analysis

Fall 2018

- Forum 1, Sept 12, Chapel Hill
- Ongoing Team Work and School Support
- Forum 2, November (tbd)

Spring 2019

- Forum 3, April (tbd)
- Ongoing Team Work and School Support

Summer 2019

- Ongoing Team Work and School Support

Fall 2019

- Forum 4, November (tbd)
- Ongoing Team Work and School Support

Spring 2020

- Forum 5, May (tbd)

# Next Steps

- **Approve Budget Revision**
- **Ongoing Monthly meetings**
- **Hire a Contracted Project Manager**
- **August – Stakeholder Identification**
- **September 12 – First forum at SOG**



# Questions

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**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 6/26/2018**

**SUBJECT: CONSIDERATION OF THE REMOVAL OF COACH WILLIAM MCNEILL  
FROM THE PARKS AND RECREATION ADVISORY COMMISSION**

**BACKGROUND**

In a prior closed session, the Board discussed the legal process to remove Coach William McNeill from the Parks and Recreation Advisory Commission for the threatening tone of his May 7, 2018, letter to the Mayor and City Council of Fayetteville. In addition to the threatening tone of his letter, Coach McNeill also asserted that, "Any purchase of City/County park property is supposed to be approved by this board. The fact that the city is applying for grants and spending money on a parks project without committee approval is against the city charter and the committee bylaws." These assertions are not true. The Parks and Recreation Advisory Commission does not have the authority to approve anything. It functions purely as an advisory committee. The attached letter from Chairman Lancaster dated June 4, 2018, was mailed to Coach McNeill by the legal department. Coach McNeill has not resigned.

Pursuant to Rule 29 of the Board's Rules of Procedure, the standard for removal of a member of the Parks and Recreation Advisory Commission is that there must be cause for the removal. If the Board finds that Coach McNeill's May 7, 2018, letter to the Mayor and City Council of Fayetteville was detrimental to the function of the Parks and Recreation Advisory Commission due to its threatening tone and the false assertions made by Coach McNeill, the Board may find that to be cause for removing Coach McNeill.

Copies of Coach McNeill's May 7, 2018, letter; Chairman Lancaster's June 4, 2018, letter; Articles I – III of the By-Laws of the Fayetteville-Cumberland Parks and Recreation Advisory Commission; and Rule 29 of the Rules of Procedure are attached.

**RECOMMENDATION / PROPOSED ACTION**

If the Board wishes to remove Coach McNeill from the Parks and Recreation Committee for cause pursuant

to Rule 29 of the Board's Rules of Procedure, find that the threatening tone and false assertions contained in Coach McNeill's letter of May 7, 2018, to the Mayor and City Council of Fayetteville was detrimental to the function of the Parks and Recreation Advisory Commission and that it constitutes cause to remove Coach McNeill from the Parks and Recreation Advisory Commission.

**ATTACHMENTS:**

Description

Type

Removal of Coach McNeill -Documents

Backup Material

Coach William McNeill

Chairman

Fayetteville/Cumberland Co.

Parks and Recreation Advisory Commission

Fayetteville, NC

May 7, 2018

Attn: Fayetteville Mayor and City Council Members

Dear Mayor and City Council:

We strongly urge you to vote to table the item listed on the agenda for tonight's (5/7/18) work session concerning the baseball/softball complex.

The location (Fields Rd.) named in the 20 year and 10 year plan was located in District 2 of the Fayetteville City Council map. As you know, the representative of District 2 resigned last week and the City Council is in the process of naming a replacement for the district. Without a representative at the table for discussion, it is inappropriate to discuss the matter that directly affects this district.

Secondly, this plan of moving to the Military Park on Sante Fe has not been reviewed by the committee chair. Any purchase of City/County park property is supposed to be approved by this board. The fact that the city is applying for grants and spending money on a parks project without committee approval is against the city charter and the committee bylaws.

We will contact the N.C. Treasurer's office immediately to report any and all malfeasance if the item is not tabled to a later date. The Fields Rd. property was purchased by the city for the purpose of a sports complex. When the parks bond was passed in 2016, the Fields Rd. location was where the complex was to be located. If this complex location is moved, that will eliminate any parks bond money for District 2.

Please consider this a good faith request to table this discussion to a later date.

Sincerely,

Coach William McNeill

*Forwarded to  
City Council*

LARRY L. LANCASTER  
Chairman

JEANNETTE M. COUNCIL  
Vice-Chairman

GLENN B. ADAMS  
MICHAEL C. BOOSE  
CHARLES E. EVANS  
W. MARSHALL FAIRCLOTH  
JIMMY KEEFE



CUMBERLAND  
COUNTY  
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

June 4, 2018

Coach William McNeill  
702 Deep Creek Road  
Fayetteville, North Carolina 28312

Re: Your letter to the Fayetteville City Council dated May 7, 2018

Dear Coach McNeill:

County Commissioners have discussed your letter referenced above with great concern for its threatening tone toward the City Council. You are a county appointee to the Parks and Recreation Advisory Commission and your letter was specifically addressed to a city recreation facility. Although you identify yourself as the Chair of the Parks and Recreation Commission, it is signed by you individually and appears to be a statement of your opinion. As Chair of the Commission, you should exercise good judgment and make sure that your personal opinions are not represented as the action of the Commission.

Your conduct in sending this letter to the City Council in this form was detrimental to the purpose served by the Advisory Commission, and as a county appointee, is particularly concerning to the Board of Commissioners. Some Commissioners have asked that the Board take action to remove you from the Parks and Recreation Commission for this cause. I urge you to resign your position immediately to avoid this.

Sincerely,

Larry L. Lancaster  
Chairman, Board of Commissioners

FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION  
ADVISORY COMMISSION

BY-LAWS

Revised April, 2010

Adopted May, 2010

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**ARTICLE I**

**NAME**

The name of the organization shall be the **FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION.**

**ARTICLE II**

**MEMBERS**

The membership of the Advisory Commission shall not exceed fifteen (15) persons, eighteen years of age or over, residents of Cumberland County, with seven (7) members appointed by the Fayetteville City Council; seven (7) members appointed by the Cumberland County Board of Commissioners; and one (1) member appointed by the Cumberland County Schools Superintendent.

All appointments by both the Fayetteville City Council and the Cumberland County Board of Commissioners will be for three (3) year terms, except for an appointment to fill an unexpired term, in which case the appointment will be for the unexpired portion of the term. The member appointed by the Cumberland County Schools Superintendent will serve at the pleasure of the Superintendent. Members may serve a maximum of two (2) consecutive terms, with at least one (1) year off after the completion of the two consecutive terms, before being eligible for re-appointment to the Commission. Upon the death, resignation, or disqualification of a member of the Commission, the Fayetteville City Council or the Cumberland County Board of Commissioners, as appropriate, may fill the vacancy. If an individual is filling an unexpired term, any unexpired term is not considered a term if the period served is eighteen (18) months or less. If more than eighteen (18) months is served, it will be considered a full term.



## ARTICLE III

### PURPOSE AND FUNCTIONS

The purpose and functions of the Parks and Recreation Advisory Commission are:

1. To advise, encourage, counsel, solicit, inform and promote the dedication and establishment of parks and recreation areas of all sizes and descriptions in all Sections of Cumberland County and, in particular, those areas where development is taking place, with the ultimate aim of making neighborhood playgrounds and parks accessible to all residents of the County through donations or dedication of property either perpetually or for a limited term.
2. To promote studies and plans of parks and recreational needs of Cumberland County, and inform and advise the Fayetteville City Council and the Cumberland County Board of Commissioners and conduct public information programs to develop public awareness of the need for such facilities.
3. To advise the Parks & Recreation Director in planning recreational programs and activities and encourage voluntary sponsorship and participation in the same clubs, societies, social and business organizations neighborhood groups and individuals.
4. To coordinate and liaise with other organizations in the full development of their programs and functions as they relate to parks, playgrounds, and recreational areas.
5. To advise the Parks & Recreation Director in acquiring land and water areas and accepting any grant, gift, bequest or donation and any personal or real properties offered or made available for recreational purposes.
6. To encourage a program for the establishment of memorial parks and playgrounds.
7. To assist and encourage the Parks & Recreation Director in the conservation and development of the natural beauty of Fayetteville and Cumberland County.

And further, to advise and comment on:

1. A Master Plan for Parks and Recreation;
2. A Capital Improvement Plan;
3. Programming to maintain and increase program participation
  - A. Establish and maintain appeals process of staff decisions on programming issues;
  - B. Establish and maintain Program Standards;
4. Standards for facility usage and charges; and
5. Preservation of historical sites and conservation of green space



Appointments – Boards/Committees

The Board of Commissioners appoints citizens to serve on various boards/committees within the County. The procedure for making appointments shall be:

- All members appointed to a board/committee must maintain residence in Cumberland County.
- All appointments will be made in accordance with the Statute or Ordinance that created the board or committee, if applicable.
- No citizen may serve more than two appointed positions simultaneously or more than one appointive position if holding an elective position.
- No citizen may serve more than two consecutive terms on any board/committee (must be off at least one year before returning to board/committee). **Note:** the Board of Commissioners reserves the right to waive this requirement, based on special circumstances.
- If a person is appointed to serve an unexpired term, and serves less than half of the full term, he/she is eligible to serve two full terms. If the person serves more than half of the full term, that is considered to be one full term, and the person may only serve one additional full term.
- Unless otherwise provided by Statute, the Board of Commissioners may remove any appointee for cause, which may include chronic non-attendance at board/committee meetings.
- Appointee must uphold County policies pertaining to the work of the committee and comply with the County Code of Ethics.
- The Board of Commissioners will ordinarily nominate to fill vacancies at one meeting and appoint at the next meeting.
- The Board of Commissioners will accept recommendations for vacancies but is under no obligation to follow those recommendations.
- The Clerk's office maintains an applicant list for boards/committees; however, the Board may nominate/appoint someone who is not on the applicant list.
- Once the official appointment has been made, the Clerk's office will notify the person appointed, forwarding any necessary information to that person. Upon confirmation from the appointee of acceptance of the appointment, the



## BOARD OF COMMISSIONERS' OFFICE

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/1/2018**

**SUBJECT: BOARD OF ADJUSTMENT (3 VACANCIES)**

#### **BACKGROUND**

The Board of Adjustment has the following three (3) vacancies:

##### Regular Member:

**Alfonso Ferguson Sr.** – completing first term. Eligible for reappointment. Mr. Ferguson has indicated he is willing to serve a second term. The Board of Adjustment recommends reappointment of Alfonso Ferguson Sr. (See attached.)

**George Turner** – completing first term. Eligible for reappointment. Mr. Turner has indicated he is willing to serve a second term. The Board of Adjustment recommends reappointment of George Turner. (See attached.)

Vickie Mullins – completing second term. Not eligible for reappointment. The Board of Adjustment recommends the appointment of **Gregory Parks** (a current alternate member). (See attached.)

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

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

Nominate individuals to fill the three (3) vacancies above.

#### **ATTACHMENTS:**

**Description**  
Board of Adjustment Nomination Information

**Type**  
Backup Material

## **Board of Adjustment**

The Board of Adjustment is a "quasi-judicial" administrative body that conducts public hearings and/or reviews as listed under "duties" below. Appeals of this board's decisions are filed directly to Superior Court.

**Statutory Authorization:** NCGS 153A-345 County Code: Zoning Ordinance Article XVI

### **Member Specifications:**

10 Members

- 5 regular
- 5 alternate (Alternate members fill in for regular members as necessary and are often appointed to fill vacancies of the regular membership.)

**Term:** 3 Years

**Compensation:** None

### **Duties:**

- Conduct administrative reviews and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, permit, decision, determination, refusal made by the Planning and Inspections Director or other administrative officials in the carrying out or enforcement of any provisions of the zoning ordinance;
- Hear, deny or approve applications for variances and special use permits from the terms of the zoning ordinance;
- Interpret the official zoning maps;
- Rule on matters concerning nonconforming uses;
- Hear and approve or deny applications for High Density Development and variances from the provisions of the County Water Supply Watershed Management and Protection Ordinance;
- Hear and rule on appeals and variance requests from the County's Flood Damage Prevention Ordinance.

**Meetings:** Third Thursday of each month at 7:00 PM. The average length of a meeting varies. Each member spends approximately three hours per month in service to this board.

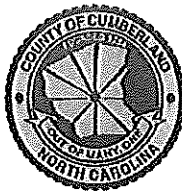
**Meeting Location:** Historic Cumberland County Courthouse, Hearing Room #3 130 Gillespie Street Fayetteville, NC

Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
Vice-Chair  
Cumberland County

Jami McLaughlin,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman

Vacant  
Wade, Falcon & Godwin



CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA

*Planning & Inspections Department*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Vikki Andrews,  
Carl Manning,  
Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

July 13, 2018

**MEMORANDUM**

**TO:** Kelly Beam, Deputy Clerk on behalf of  
Cumberland County Board of Commissioners

**THROUGH:** Thomas Lloyd, Director *TJL*  
Cecil Combs, Deputy Director *CC*  
Patti Speicher, Land Use Codes *PS*

**FROM:** Hope W. Page, Special Projects Planner – Land Use Codes Section

**SUBJECT:** Board of Adjustment Recommendations for Nominations

After consideration of all current members, alternate members and applicants, the Cumberland County Board of Adjustment voted via e-mail for the following recommendations to reappoint current members, fill the soon to be vacant regular and alternate positions:

**Recommendation for Reappointment of Regular Members:**

Alfonso Ferguson Sr. first term will expire August 31, 2018 but he is eligible for reappointment. –Mr. Ferguson expressed interest in being reappointed.

George Turner's first term expires September 30, 2018 and he is eligible for reappointment. – Mr. Turner expressed interest in being reappointed.

**Recommendation for Nomination of Regular Member:** (one position – Vickie Mullins term expires August 31, 2018, not eligible for re-appointment)

Gregory Parks (current alternate)

Please contact me if you have any questions at [hpage@co.cumberland.nc.us](mailto:hpage@co.cumberland.nc.us) or 910-678-7602.

BOARD OF ADJUSTMENT  
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Alfonso Ferguson Sr. (B/M) 3329 Eastgate Street Eastover, NC 28312 401-2313/483-1888	8/15	1st	Aug/18 8/31/18	Yes
Winton McHenry (W/M) 3648 Lakeshore Drive Hope Mills, NC 28348 429-1101/308-3987	6/16	1st	June/19 6/30/19	Yes
George Lott (W/M) 126 Rowland Circle Fayetteville, NC 28301 494-2178/488-8659	8/16	2nd	Aug/19 8/31/19	No
George Turner (W/M) 1012 Cain Road Fayetteville, NC 28303 484-4069/867-2116	9/15	1st	Sept/18 9/30/18	Yes
Vickie Mullins (-/F) 5905 Turnbull Road Fayetteville, NC 28312 910-484-8967	8/15	2nd	Aug/18 8/31/18	No
<u>Alternate Members:</u> Robert E. Davis (B/M) 901 Kaywood Drive Fayetteville, NC 28311 910-488-1194	8/16	1st	Aug/19 8/31/19	Yes
Stacy M. Long (W/M) 1909 Partridge Drive Fayetteville, NC 28304 919-896-8970/919-633-8244	8/16	1st	Aug/19 8/31/19	Yes
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	6/16	1 <sup>st</sup>	June/19 6/30/19	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Alternate Members Continued:</u>				
Alberta Ortiz (W/F) 325 W. Summerchase Drive Fayetteville, NC 28311 910-323-3871	10/15	1st	Aug/18 8/31/18	Yes
(serving unexpired term; eligible for one additional term)				
Nathan Galbreath (W/M) 230 Nandina Court Fayetteville, NC 28311 815-990-8393/570-9250	5/16	1st	May/19 5/31/19	Yes

Meets 3<sup>rd</sup> Thursday of each month at 7:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Second Floor Hearing Room

Contact: Patti Speicher, Planning & Inspections Department, 678-7605



**APPLICANTS FOR  
BOARD OF ADJUSTMENT**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
DICKENS, CATHY (-/F) 1426 COBRA DRIVE FAYETTEVILLE NC 28303 910-286-0157 <a href="mailto:MAXINEDICKENS69@GMAIL.COM">MAXINEDICKENS69@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	DISTRICT SUPERVISOR SOIL AND WATER	HIGH SCHOOL
FAIRLEY, ANTHONY (B/M) 219 MURRAY FORK DRIVE FAYETTEVILLE NC 28314 229-2456/426-4061/678-2516 <a href="mailto:BLESSED948@AOL.COM">BLESSED948@AOL.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	TESTING CLERK CC SCHOOLS	HIGH SCHOOL
GUY, DAVID NICHOLSON III 305 WOODCREST ROAD FAYETTEVILLE NC 28305 910-850-8004 <a href="mailto:DAVIDNGUY02@YAHOO.COM">DAVIDNGUY02@YAHOO.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	REAL ESTATE BROKER CONTRACTOR	BS-BUSINESS MANAGEMENT
JAMES, QUINSENTINA (-/F) 2441 CANFORD LANE FAYETTEVILLE NC 28304 364-4558 <a href="mailto:MQMLEWIS@AOL.COM">MQMLEWIS@AOL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	HR US GOVERNMENT CONTRACTOR	SOME COLLEGE

**APPLICANTS FOR  
BOARD OF ADJUSTMENT Page 2**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
LUCAS-MOORE, MARVA (B/F) 3014 HAMPTON RIDGE ROAD FAYETTEVILLE NC 28311 551-1904/227-9605 <a href="mailto:MARVA@LUCASMOOREREALTYINC.COM">MARVA@LUCASMOOREREALTYINC.COM</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	BROKER/OWNER LUCAS MOORE REALTY SELF EMPLOYED	BACHELORS CRIMINAL JUSTICE
MCKOY, DATREZ, RAHEAM (B/M) 418 ACACIA CIRCLE APT H FAYETTEVILLE NC 28314 910-736-8169 <a href="mailto:MCKOYDATREZ@YAHOO.COM">MCKOYDATREZ@YAHOO.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	GENERAL LABOR	HIGH SCHOOL



## **BOARD OF COMMISSIONERS' OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/1/2018**

**SUBJECT: FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE (FTCC) BOARD OF TRUSTEES (1 VACANCY)**

#### **BACKGROUND**

The Fayetteville Technical Community College Board of Trustees has the following one (1) vacancy:

Dr. Marye Jeffries– completed second term. Not eligible for reappointment. Recommendation of Dr. Larry Keen is for the appointment of Hilton Terry Hutchens, Jr., Dr. Wilson Lacy or David Williford. (See attached.)

The current membership list and applicant list for this board is attached.

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

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

#### **ATTACHMENTS:**

Description

FTCC Board of Trustees Nomination Information

Type

Backup Material

## **Fayetteville Technical Community College Board of Trustees**

The Fayetteville Technical Community College Board of Trustees is the administrative governing body for the Fayetteville Technical Community College.

**Statutory Authorization:** NCGS 115D-12

### **Member Specifications:**

13 Members with Specific Categories:

- Appointed by the Cumberland County Board of Commissioners (4)
- Appointed by the Board of Education (4)
- Appointed by the Governor (4)
- The Student Government Association President serves as an Ex-Officio member.

**Term:** 4 Years

**Compensation:** None

### **Duties:**

- Power to elect and employ the president of the College;
- Power to acquire, hold and transfer real and personal property;
- Power to enter into contracts;
- Power to institute and defend legal actions and to exercise such other rights and privileges as may be necessary for the management and administration of the College in accordance with the provisions and purposes of state law;
- Ensure the adequacy of the college's budget, educational programs and facilities;
- Advocate for the College;
- The Board of Trustees has the responsibility for the development and operation of the College in accordance with the provisions of the law and the standards of the State Board of Community Colleges.

**Meetings:** The third Monday of each month at 12:45 PM. No meetings in July and December. The maximum time per meeting would be four hours which includes committee meetings and lunch. Called meetings do occur occasionally and trustees are encouraged to attend some organizational meetings out of town or out of state. The Board is also divided into five sub committees that meet on the third Monday of each month prior to the 12:45 PM, Board Meeting, except July and December: (1) Finance Committee; (2) Human Resources Committee; (3) Building and Grounds Committee; and (4) Curriculum Committee; and (5) Planning Committee.

**Meeting Location:** Fayetteville Technical Community College, Board Room Tony Rand Student Center 2201 Hull Road Fayetteville, NC

**Kellie Beam**

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**Subject:** FW: FTCC Board of Trustees Applicant List

**From:** Kay Williams <willialk@faytechcc.edu>  
**Sent:** Tuesday, July 24, 2018 8:53 AM  
**To:** Kellie Beam <kbeam@co.cumberland.nc.us>  
**Subject:** RE: FTCC Board of Trustees Applicant List

Kellie,

Dr. Keen stated either of the following would make a great addition to the board:

Hilton Terry Hutchens, Jr.  
Dr. Wilson A. Lacy  
David Williford.

Thanks,  
Kay

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
(County Appointees)  
4 Year Terms

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Dr. Marye Jeffries (B/F) 6895 Fox Run Road Linden, NC 28356 822-4042	6/14	2nd	June/18 6/30/18	No
Dr. Linwood Powell (W/M) 6032 Iverleigh Circle Fayetteville, NC 28311 488-1616/273-7178	6/15	1st	June/19 6/30/19	Yes
Charles Harrell (W/M) 2016 Winterlochen Road Fayetteville, NC 28305 910-624-8842	6/16	1st	June/20 6/30/20	Yes
Suzanna Tucker 1834 Stetson Lane Fayetteville, NC 28304 910-867-0306 <a href="mailto:Suzannah.tucker@gmail.com">Suzannah.tucker@gmail.com</a>	6/17	1st	June/21 6/30/21	Yes

§ 155D-12(b1) – No person who has been employed full time by the community college within the prior five (5) years and no spouse or child of a person currently employed full time by the community college shall serve on the board of trustees of that college. (See file.)

Contact person: Kay Williams  
PO Box 35236  
Fayetteville, NC 28303  
Phone: 678-8222  
Fax: 678-8269

Meetings: Board has been meeting the 3rd Monday of each month at 12:45 pm – Tony Rand Student Center Board Room. No meetings in July or December. (Bylaws require one meeting per month.) Written notification is sent for all regularly-called meetings.

\* Terms extended by the General Assembly.



**APPLICANTS FOR**  
**FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
DAWKINS, JUDY (W/F) 2004 MORGANTON ROAD FAYETTEVILLE NC 28305 323-4974/237-6785 <a href="mailto:JMWDANKINS@GMAIL.COM">JMWDANKINS@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	RETIRED CIVIL SERVICE	SOME COLLEGE
GRIMES, IRENE (-/F) 3918 COLORADO DRIVE HOPE MILLS NC 28348 910-987-5923 <a href="mailto:IRENE-GRIMES@HOTMAIL.COM">IRENE-GRIMES@HOTMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	SELF-EMPLOYED CUSTOM QUILT MAKING	AA-PARALEGAL
HOLLOMAN, GWEN (B/F) 721 EDGEHILL ROAD FAYETTEVILLE NC 28314 868-1691/261-7813 <a href="mailto:GHOLL80180@AOL.COM">GHOLL80180@AOL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	HEALTH CARE ADMINISTRATOR RETIRED	BS-HEALTH CARE ADMIN.
HOWARD, PAULA (B/F) 3500 BENNETT DRIVE FAYETTEVILLE NC 28301 709-8595/483-0153 <a href="mailto:PHOWARD924@YAHOO.COM">PHOWARD924@YAHOO.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	TEACHER CUMBERLAND COUNTY SCHOOLS	M.ED/BS



**FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES APPLICANTS,  
PAGE 2**

**EDUCATIONAL**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>BACKGROUND</b>
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HUTCHENS, HILTON TERRY JR. (W/M) 2031 RAEFORD ROAD FAYETTEVILLE NC 28305 864-6888/850-3253	ATTORNEY HUTCHENS LAW FIRM	BA/JD
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[HILTON.HUTCHENS@HUTCHENSLAWFIRM.COM](mailto:HILTON.HUTCHENS@HUTCHENSLAWFIRM.COM)

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

LACY, DR. WILSON A (B/M) 1915 EICHELBERGER DRIVE FAYETTEVILLE NC 28303 488-1765/678-2551	EXECUTIVE DIRECTOR OF OPERATIONS/CUMB. CO SCHOOLS	BA
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Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

MACDONALD, STEPHEN (-/M)

RETIRED

BA-POLITICAL SCIENCE

1783 CAWDOR DRIVE

FAYETTEVILLE NC 28304

426-8117

[SMACDONALD3@NC.RR.COM](mailto:SMACDONALD3@NC.RR.COM)

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: YES

Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

MCARTHUR-STRONG, BRENDA (B/F)

PASTOR

BACHELOR'S

3822 BRIARGATE LANE

FAYETTEVILLE NC 28314

864-5087/424-0894

[BMARTHURSTRONG@NCCUMC.ORG](mailto:BMARTHURSTRONG@NCCUMC.ORG)

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

**FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES APPLICANTS,  
PAGE 3**

**EDUCATIONAL**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>BACKGROUND</b>
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OATMAN, LEWIS SCOTT (W H /M) 5575 HALLWOOD DRIVE HOPE MILLS NC 28348 884-5020/907-9255 <a href="mailto:LSOATMAN@GMAIL.COM">LSOATMAN@GMAIL.COM</a>	HEALTH CARE EXECUTIVE WOMACK ARMY MEDICAL CENTER	MBA
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Graduate-County Citizens' Academy: No  
Graduate-Institute for Community Leadership: No  
Graduate-Leadership Fayetteville: No  
Graduate-United Way's Multi-Cultural Leadership Program: No  
Graduate-other leadership academy: No

**CATEGORY: GENERAL PUBLIC**

SHAW, KIM L (AA/F) 7550 BEVERLY DRIVE FAYETTEVILLE NC 28314 824-7495/331-9690/777-7711 <a href="mailto:KIM.LEWIS@OUTLOOK.COM">KIM.LEWIS@OUTLOOK.COM</a>	WIOA ADULT SERVICES COORDINATOR CENTRAL CAROLINA COMMUNITY COLLEGE	MASTERS- HUMAN RESOURCES
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Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

SMALLS, LARRY (B/M) 1418 OLDTOWN DRIVE FAYETTEVILLE NC 28314 633-4167/566-0238 <a href="mailto:WAYNESPEAKS@LWAYNESMALLS.COM">WAYNESPEAKS@LWAYNESMALLS.COM</a>	LEADERSHIP CONSULTANT MOTIVATIONAL SPEAKER	MBA BS
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Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

TOMLIN, MARVIN GREGORY (B/M) 2605 HIGHPOINT CT FAYETTEVILLE NC 28304 423-8097/261-0986 <a href="mailto:MTOMLIN584@GMAIL.COM">MTOMLIN584@GMAIL.COM</a>	SALES UNEMPLOYED	SOME COLLEGE
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Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES APPLICANTS,  
PAGE 4

EDUCATIONAL

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>BACKGROUND</u>
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WILLIAMS, MELA (B/F) 3934 HEARTPINE DRIVE FAYETTEVILLE NC 28306 910-728-9263	ADJUNCT PROFESSOR OF CHRISTIAN EDUCATION	BS
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[MMWILLIAMS1690@YAHOO.COM](mailto:MMWILLIAMS1690@YAHOO.COM)

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

WILLIFORD, DAVID (W/M) 2539 MIRROR LAKE DR FAYETTEVILLE NC 28303	DIRECTOR OF HUMAN RESOURCES MJ SOFFE	BS-BUSINESS ADMIN
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323-1200/987-0548/483-2500

[DWILLIF363@AOL.COM](mailto:DWILLIF363@AOL.COM)

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**



**BOARD OF COMMISSIONERS' OFFICE**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/1/2018**

**SUBJECT: APPOINTMENT OF CHAIRMAN OF ABC BOARD**

**BACKGROUND**

Pursuant to the North Carolina General Statutes, The Board of Commissioners shall appoint the Chairman of the ABC Board.

The ABC Board recommends that Lee Boughman be the Chairman for the 2018-2019 year. (See attached.)

**RECOMMENDATION / PROPOSED ACTION**

Appoint the ABC Board Chairman.

**ATTACHMENTS:**

Description

ABC Board Chairman Recommendation Letter

Type

Backup Material

**CUMBERLAND COUNTY**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
1705 OWEN DRIVE P.O. BOX 64957  
**FAYETTEVILLE, N.C. 28306**

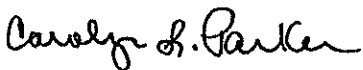
July 10, 2018

Ms. Candice White  
Clerk of County Commissioners  
Cumberland County – 5<sup>th</sup> Floor  
P.O. Box 1829  
Fayetteville, NC 28302-1829

Dear Ms. White:

The Cumberland County ABC Board has recommended that Lee Boughman be the chairman for the 2018-2019 year. Please add this recommendation to the County Commissioners' August 2018 agenda.

Thank you,

  
Carolyn S. Parker  
Secretary to the Board  
Finance Officer



## **BOARD OF COMMISSIONERS' OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 6, 2018**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/1/2018**

**SUBJECT: HUMAN RELATIONS COMMISSION (2 VACANCIES)**

#### **BACKGROUND**

At their meeting on June 18, 2018, the Board of Commissioners nominated the following individuals to fill two (2) vacancies on the Human Relations Commission:

#### **NOMINEE(S)**

**Georgeanna Pinckney** (reappointment)

**Eric Olson** (new appointment)

I have attached the current membership list for this commission.

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

Appoint individuals to fill the two (2) vacancies above.

#### **ATTACHMENTS:**

Description

Human Relations Commission Membership Roster and Applicant List

Type

Backup Material



HUMAN RELATIONS COMMISSION  
 (County Commissioner Appointees)  
 2Year Term

Name/Address	Date Appointed	Term	Expires	Eligible for Reappointment
<b>VACANT</b> (Vacated by L. Amos)	5/16	2nd	May/18 5/31/18	No
Kevin Brooks 321 Hay Street Fayetteville, NC 28301 910-551-9031	8/17	2 <sup>nd</sup>	Aug/19 8/31/19	No
Dr. Mark Kendrick 2927 Rosecroft Drive Fayetteville, NC 28304 485-4088/988-3126 <a href="mailto:MCKENDRICK@NC.RR.COM">MCKENDRICK@NC.RR.COM</a>	11/17	1st	Nov/19 11/30/19	Yes
Georgeanna Pinckney 3529 Furman Drive Fayetteville, NC 28304 229-3778/286-8582/396-2937	11/16	1st	Jan/18 1/31/18	Yes

Contact: Yamile Nazar, Human Relations Manager - Phone: 433-1696 / Fax: 433-1535  
 Fayetteville-Cumberland Human Relations Department

Meetings: 2<sup>nd</sup> Thursday of every month – 5:30 pm  
 City Hall – Lafayette Room



**APPLICANTS FOR**  
**HUMAN RELATIONS COMMISSION**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
<b>BROWN, PAUL RAYMOND (B/M)</b> 5412 FINISH LINE DRIVE HOPE MILLS, NC 28348 484-3884/494-8742/432-3746 <a href="mailto:PAUL.BROWN90@AOL.COM">PAUL.BROWN90@AOL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>US ARMY WARRANT OFFICER</b> <b>US ARMY</b>	<b>BA-CRIMINAL JUSTICE</b>
<b>DILL, KASEY (W/F)</b> 1611 HICKORY RIDGE CT FAYETTEVILLE NC 28304 678-920-2258 <a href="mailto:KDILL@BRONCOS.UNCFSU.EDU">KDILL@BRONCOS.UNCFSU.EDU</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>FULL TIME STUDENT</b>	<b>BACHELORS</b>
<b>HOLMES, KIM (B/F)</b> 3050 JAMES DAIL ROAD EASTOVER NC 28312 824-1000/223-4177 <a href="mailto:KIMHOLMES3@AOL.COM">KIMHOLMES3@AOL.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>CUSTOMER SERVICE CALL CENTER</b> <b>PWC</b>	<b>SOME COLLEGE</b>
<b>JOHN-WILLIAMS, MARY (B/F)</b> 248 VALLEY POINTE LANE FAYETTEVILLE NC 28311 527-5571/476-2636 <a href="mailto:MARYJWILLIAMS@GMAIL.COM">MARYJWILLIAMS@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>CASE MANAGER</b> <b>FAMILY ENDEAVORS</b>	<b>MBA</b> <b>MSW</b>

**APPLICANTS FOR HUMAN RELATIONS COMMISSION Page 2**

LASSETTER, CRYSTAL (W/F)  
5614 ROCKFISH ROAD  
HOPE MILLS NC 28348  
551-0835/630-0106

SOCIAL WORKER/LEAD  
CASE MANAGER/  
CONNECTIONS OF  
CUMBERLAND COUNTY

MASTERS-SOCIAL WORK

[CRYSTALLASSETTER@ICLOUD.COM](mailto:CRYSTALLASSETTER@ICLOUD.COM)

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: YES

Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

MACK, REDDICK R. II (B/M)  
1508 BELEWS CREEK LANE  
FAYETTEVILLE NC 28312  
910-747-2701

BEHAVIORAL HEALTH PROFESSIONAL  
SELF-EMPLOYED

COLLEGE

[REDDICK\\_MACK@ICLOUD.COM](mailto:REDDICK_MACK@ICLOUD.COM)

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

MARKS, REV. PHILLIP D. SR. (B/M)  
208 N RACEPATH ST  
FAYETTEVILLE NC 28301  
479-1212/670-2516/570-9252

PASTOR AA  
PLEASANT GROVE CHURCH OF CHRIST

[PASTORPGDOC@GMAIL.COM](mailto:PASTORPGDOC@GMAIL.COM)

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

OLSON, ERIC P. (W/M)  
1495 BUTTER BRANCH DR  
FAYETTEVILLE NC 28311  
778-9098/810-265-8002/919-515-9819

HUMAN RESOURCES DIRECTOR  
NC STATE UNIVERSITY

BA -COMMUNICATION  
MSA-HUMAN RES

[EOTHERED91@YAHOO.COM](mailto:EOTHERED91@YAHOO.COM)

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

**APPLICANTS FOR HUMAN RELATIONS COMMISSION Page 3**

RIVERS, RHONNISHA (-/F)

REGISTERED NURSE

BSN

7774 S. SHIELD DRIVE

CAPE FEAR VALLEY

FAYETTEVILLE, NC 28314

779-2005/988-7835/615-8086

[RNRIVERS07@GMAIL.COM](mailto:RNRIVERS07@GMAIL.COM)

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

SHAW, LASHANDA (B/F)

ADMINISTRATIVE OFFICER

DOCTORAL CANDIDATE

5209 DELCO ST

STATE OF NC

FAYETTEVILLE NC 28311

476-4244/919-707-5759

[LASHANDA.SHAW@YAHOO.COM](mailto:LASHANDA.SHAW@YAHOO.COM)

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**