
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
OCTOBER 1, 2018
9:00 AM

INVOCATION - Commissioner Larry Lancaster

PLEDGE OF ALLEGIANCE -

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Presentation on Hurricane Florence Response and Recovery by Assistant County Manager and Interim Emergency Services Director Tracy Jackson
 - B. Update from Ms. Tamiko Exford, FEMA Intergovernmental Affairs Liaison on Hurricane Florence Recovery
3. CONSENT AGENDA
 - A. Approval of September 4, 2018 Regular Meeting Minutes
 - B. Approval of Sale of Surplus Real Property Located at 803 Barnes St., Fayetteville, NC
 - C. Approval of Sale of Surplus Real Property Located at 5404 Cardigon Court, Fayetteville, NC
 - D. Approval of Sale of Surplus Real Property Located at 508 Orlando Street, Fayetteville, NC
 - E. Approval of Sale of Surplus Real Property Located at 810 Silk Lane, Fayetteville, NC
 - F. Approval of Sale of Surplus Real Property Located at 4745 Camden Road, Fayetteville, NC
 - G. Approval of Sale of Surplus Real Property Located at 4709 Star Rite Lane, Fayetteville, NC
 - H. Approval of Sale of Surplus Real Property Located at 6330 Beauchamp Drive, Fayetteville, NC
 - I. Approval of Sale of Surplus Real Property Located at 1114 Morgan St., Fayetteville, NC
 - J. Approval of Sale of Surplus Real Property Located at 4734 Hickory Ridge Road and 4612 Desert Ridge Road, Fayetteville, NC
 - K. Approval of Declaration of Surplus Property and Authorization to Accept Insurance Settlement and Approval of Budget Ordinance Amendment B190596
 - L. Approval of Declaration of Surplus Property and Authorization to Accept Insurance

Settlement and Approval of Budget Ordinance Amendment B190598

- M. Approval of Payment of Prior Year Invoice for the Department of Social Services and Budget Ordinance Amendment #B191233.
 - N. Approval to Pay Prior Year Invoice to Fayetteville Technical Community College
 - O. Approval to Pay Prior Year Invoice for Print, Mail & Design Department
 - P. Approval of Prior Year Invoice for Risk Management and Budget Ordinance Amendment #B190196
 - Q. Approval of Health Department Delinquent Accounts to be Turned Over to the N.C. Debt Set-Off Program
 - R. Authorization to Sign Release Regarding Settlement
 - S. Approval of North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement - Revision 2017
 - T. Approval of National Dislocated Worker Grant Funds for Hurricane Florence and Budget Ordinance Amendment #B190477
 - U. Approval of Budget Ordinance Amendments for the October 1, 2018 Board of Commissioners' Agenda
 - V. Approval of Cumberland County Facilities Committee Report and Recommendation(s)
 - 1. Contract For Ann Street Landfill Gas Collection System
 - 2. Addition of Firms To The List of Qualified Architectural/Engineering Firms
 - 3. Contract For Parking Lot Improvements At Veteran's Services
 - 4. Contract For Parking Lot Improvements At Spring Lake Library And Family Resource Center
 - 5. Contract For Roof Repairs At Multiple County Facilities
 - 6. Cumberland County Facilities Committee Draft Minutes - September 6, 2018 (For Information Purposes Only)
 - W. Approval of Cumberland County Finance Committee Report and Recommendation(s)
 - 1. Request to Participate in the NC Association of County Commissioners (NCACC) County Management Fellowship Program and Budget Ordinance Amendment #190444
 - 2. Health and Benefits Brokerage and Consulting Services Agreement with Chernoff Diamond
 - 3. Cumberland County Finance Committee Draft Minutes - September 6, 2018 (For Information Purposes Only)
4. ITEMS OF BUSINESS
- A. Consideration and Approval of the NCACC Legislative Goals Recommendations
 - B. Consideration and Approval of Community Development Block Grant - Disaster Recovery (CDBG-DR) Amendment for Hurricane Matthew with North Carolina Department of Public Safety - Division of Emergency Management

- C. Consideration and Approval of Hurricane Matthew DRA2017 Memorandum of Agreement between North Carolina Department of Public Safety - Division of Emergency Management
 - D. Consideration of Approval of a Resolution for Designation of Applicant's Agent Needed to Apply for Federal and State Disaster Aid
 - E. Consideration and Approval Of Memorandum Of Agreement For Hurricane Florence With North Carolina Department Of Transportation
5. NOMINATIONS
- A. Nursing Home Advisory Board (1 Vacancy)
 - B. ABC Board (1 Vacancy)
 - C. Animal Control Board (2 Vacancies)
6. APPOINTMENTS
- A. Board of Adjustment (2 Vacancies)
 - B. Cumberland County Juvenile Crime Prevention Council (4 Vacancies)

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, OCTOBER 3, AT 7:00 PM AND FRIDAY, OCTOBER 5, AT 10:30 AM.

REGULAR BOARD MEETINGS:

**October 15, 2018 (Monday) - 6:45 PM
November 5, 2018 (Monday) - 9:00 AM
November 19, 2018 (Monday) - 6:45 PM**

**THE MEETING VIDEO WILL BE AVAILABLE
ATYOUTUBE.COM/CUMBERLANDCOUNTYNC**



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 8/29/2018

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 803
BARNES ST., FAYETTEVILLE, NC**

BACKGROUND

On August 6, 2018, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 0436-39-5858, located at 803 Barnes St., Fayetteville, NC, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Lourdes Olmeda has made an offer to purchase the property for \$6,370.23. The parcel is zoned MR5, with a tax value of \$7,000.00. Based on the County GIS Parcel Viewer System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the *Fayetteville Observer* on August 11, 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

Affidavit of Publication

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

CUMBERLAND COUNTY BOARD OF COM-
MISSIONERS ADVERTISEMENT OF PRO-
POSAL TO ACCEPT AN OFFER TO PUR-
CHASE CERTAIN REAL PROPERTY PUR-
SUANT TO N.C.G.S. § 160A-269

Take notice that the Board of Commission-
ers finds the real property with PIN 0136-
39-5858, located at 803 Barnes Street,
Fayetteville, is not needed for governmen-
tal purposes and proposes to accept an of-
fer to purchase the property for \$9,370.23.
Within 10 days of this notice any person
may raise the bid by not less than ten per-
cent (10%) of the first one thousand dol-
lars (\$1,000) and five percent (5%) of the
remainder by making a five percent (5%)
deposit of the bid with the Clerk. This pro-
cedure 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 6, 2018
Candice White, Clerk to the Board
8/11 5077917

Before the undersigned, a Notary Public of said County and state, duly
commissioned and authorized to administer oaths, affirmations, etc.,
personally appeared. CINDY O. MCNAIR
Who, being duly sworn or affirmed, according to law, doth depose and say
that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a
corporation organized and doing business under the Laws of the State of
Delaware, and publishing a newspaper known as the FAYETTEVILLE
OBSERVER, in the City of Fayetteville, County and State aforesaid, and
that as such he/she makes this affidavit; that he/she is familiar with the
books, files and business of said Corporation and by reference to the files
of said publication the attached advertisement of CL Legal Line
PIN 0436-39-5858 LOCATED AT 803 BARNES STREET
of CUMB CO ATTORNEY'S
was inserted in the aforesaid newspaper in space, and on dates as follows:

8/11/2018

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 14 day
of August, A.D., 2018.

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

Pamela H. Walters
Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829, ,
FAYETTEVILLE, NC 28302-0000NULL

0005077917



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 8/29/2018

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 5404
CARDIGON COURT, FAYETTEVILLE, NC**

BACKGROUND

On August 6, 2018, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 0408-65-2584, located at 5404 Cardigon Court, Fayetteville, NC, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Velvet Clover, LLC, has made an offer to purchase the property for \$11,410.32. The parcel is zoned SF10, with a tax value of \$72,600.00. Based on the County GIS Parcel Viewer System and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the *Fayetteville Observer* on August 11, 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

Affidavit of Publication

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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 find 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 651, Courthouse, Fayetteville, NC 28302.

August 6, 2018
Candice White, Clerk to the Board
8/11 5077891

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line PIN 0408-65-2584 LOCATED AT 5404 CARDIGON COURT of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

8/11/2018

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 14 day of August, A.D., 2018.

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

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829, ,
FAYETTEVILLE, NC 28302-0000NULL

0005077894



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 8/29/2018

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 508
ORLANDO STREET, FAYETTEVILLE, NC**

BACKGROUND

On August 6, 2018, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 0436-04-0696, located at 508 Orlando St., Fayetteville, NC, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Mountain Island Property, LLC, has made an offer to purchase the property for \$17,851.44. The parcel is zoned MR5, with a tax value of \$27,100.00. Based on the County GIS Parcel Viewer System and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the *Fayetteville Observer* on August 11, 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

Affidavit of Publication

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

CUMBERLAND COUNTY BOARD OF COM-
MISSIONERS ADVERTISEMENT OF PRO-
POSAL TO ACCEPT AN OFFER TO PUR-
CHASE CERTAIN REAL PROPERTY PUR-
SUANT TO N.C.G.S. § 160A-269

Take notice that the Board of Commission-
ers finds the real property with PIN 0436-
04-0696, located at 508 Orlando Street,
Fayetteville, is not needed for government-
al 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 un-
til no further qualifying upset bids are re-
ceived. The Board of Commissioners may
at any time reject any and all offers. Fur-
ther details may be obtained from the Of-
fice of the County Attorney, Suite 551,
Courthouse, Fayetteville, NC 28302.
August 6, 2018

Candice White, Clerk to the Board
8/11 6077931

Before the undersigned, a Notary Public of said County and state, duly
commissioned and authorized to administer oaths, affirmations, etc.,
personally appeared. CINDY O. MCNAIR
Who, being duly sworn or affirmed, according to law, doth depose and say
that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a
corporation organized and doing business under the Laws of the State of
Delaware, and publishing a newspaper known as the FAYETTEVILLE
OBSERVER, in the City of Fayetteville, County and State aforesaid, and
that as such he/she makes this affidavit; that he/she is familiar with the
books, files and business of said Corporation and by reference to the files
of said publication the attached advertisement of CL Legal Line
PIN 0436-04-0696, LOCATED AT 508 ORLANDO STREET
of CUMB CO ATTORNEY'S
was inserted in the aforesaid newspaper in space, and on dates as follows:

8/11/2018

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

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

Cindy O. Mcnair

LEGAL SECRETARY
Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 14 day
of August, A.D., 2018.

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

Pamela H. Walters
Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829,
FAYETTEVILLE, NC 28302-0000NULL

0005077931



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 8/29/2018

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 810
SILK LANE, FAYETTEVILLE, NC**

BACKGROUND

On August 6, 2018, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 0437-22-0702, located at 810 Silk Lane, Fayetteville, NC, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Mountain Island Property, LLC, has made an offer to purchase the property for the purchase price of \$9,074.12. The parcel is zoned MR5, with a tax value of \$85,000.00. Based on the County GIS Parcel Viewer System and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the *Fayetteville Observer* on August 11, 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

Affidavit of Publication

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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 0137-22-0702 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 6, 2018
Candice White, Clerk to the Board
8/11 50779-10

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR

Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line PIN 0437-22-0702 LOCATED AT 810 SILK LANE of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

8/11/2018

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 14 day of August, A.D., 2018.

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

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829,
FAYETTEVILLE, NC 28302-0000NULL

0005077940



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 8/30/2018

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

BACKGROUND

On August 6, 2018, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 0415-62-4089, described in the tax records as Lot 19 & Maj Pt 6 John V. Blackwell Sub, located at 4745 Camden Road, Fayetteville, NC, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Don Gilmore has made an offer to purchase the property for the purchase price of \$7,882.38. The parcel is zoned R10, with a tax value of \$39,000.00. Based on the County GIS Parcel Viewer System and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the *Fayetteville Observer* on August 11, 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

Affidavit of Publication

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

CUMBERLAND COUNTY BOARD OF COM-
MISSIONERS ADVERTISEMENT OF PRO-
POSAL TO ACCEPT AN OFFER TO PUR-
CHASE CERTAIN REAL PROPERTY PUR-
SUANT TO N.C.G.S. Art. 160A-269

Take notice that the Board of Commission-
ers finds the real property described here-
in is not needed for governmental purpos-
es and proposes to accept an offer to pur-
chase the property with PIN 0415-62-1089,
located at 4745 Camden Road, Fayette-
ville, 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 per-
cent (10%) of the first one thousand dol-
lars (\$1,000) and five percent (5%) of the
remainder by making a five percent (5%)
deposit of the bid with the Clerk. This pro-
cedure 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 16, 2018
Candice White, Clerk to the Board
8/11 5077910

Before the undersigned, a Notary Public of said County and state, duly
commissioned and authorized to administer oaths, affirmations, etc.,
personally appeared. CINDY O. MCNAIR

Who, being duly sworn or affirmed, according to law, doth depose and say
that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a
corporation organized and doing business under the Laws of the State of
Delaware, and publishing a newspaper known as the FAYETTEVILLE
OBSERVER, in the City of Fayetteville, County and State aforesaid, and
that as such he/she makes this affidavit; that he/she is familiar with the
books, files and business of said Corporation and by reference to the files
of said publication the attached advertisement of CL Legal Line
PIN 0415-62-4089, LOCATED AT 4745 CAMDEN ROAD
of CUMB CO ATTORNEY'S
was inserted in the aforesaid newspaper in space, and on dates as follows:

8/11/2018

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 14 day
of August, A.D., 2018.

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

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829, ,
FAYETTEVILLE, NC 28302-0000NULL

0005077910



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 8/30/2018

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 4709
STAR RITE LANE, FAYETTEVILLE, NC**

BACKGROUND

On August 6, 2018, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 9493-45-9348, described in the tax records as Lt 107 Upchurch Sands Sec 4, located at 4709 Star Rite Lane, Fayetteville, NC, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Don Gilmore has made an offer to purchase the property for the purchase price of \$7,263.93. The parcel is zoned RR, with a tax value of \$57,900.00. Based on the County GIS Parcel Viewer System and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the *Fayetteville Observer* on August 11, 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

Affidavit of Publication

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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 this property with PIN 9193-45-9348, 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 6, 2018
Candice White, Clerk to the Board
5077911

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line PIN 9493-45-9348, LOCATED AT 4709 STAR RITE LN of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

8/11/2018

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 14 day of August, A.D., 2018.

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

Pamela H. Walters
Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829, ,
FAYETTEVILLE, NC 28302-0000NULL

0005077911



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 8/30/2018

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 6330
BEAUCHAMP DRIVE, FAYETTEVILLE, NC**

BACKGROUND

On August 6, 2018, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 0442-56-9352, being LT 63 Twin Oaks, Sec 4, Pt 5 (0.46 AC), located at 6330 Beauchamp Drive, Fayetteville, NC, Plat Book 81, Page 80, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Joseph E. Turner has made an offer to purchase the property for \$4,392.34. The parcel is zoned residential, with a tax value of \$10,000.00. Based on the County GIS Parcel Viewer System, the parcel is a vacant lot and there is no 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 August 11, 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

Affidavit of Publication

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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 \$1,392,311. 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 6, 2018
Candice White, Clerk to the Board
8/11 507789

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line PIN 0442-56-9352, LOCATED AT 6330 BEAUCHAMP DR. of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

8/11/2018

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 14 day of August, A.D., 2018.

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

Pamela H. Walters
Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829, ,
FAYETTEVILLE, NC 28302-0000NULL

0005077897



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 8/30/2018

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 1114
MORGAN ST., FAYETTEVILLE, NC**

BACKGROUND

On August 6, 2018, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 0437-03-2562, located at 1114 Morgan St., Fayetteville, NC, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. L&I Investments, LLC has made an offer to purchase the property for the purchase price of \$6,222.88. The parcel is zoned MR5, with a tax value of \$7,500.00. Based on the County GIS Parcel Viewer System and the tax records, the parcel is a vacant lot.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the *Fayetteville Observer* on August 11, 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

Affidavit of Publication

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

CUMBERLAND COUNTY BOARD OF COM-
MISSIONERS ADVERTISEMENT OF PRO-
POSAL TO ACCEPT AN OFFER TO PUR-
CHASE CERTAIN REAL PROPERTY PUR-
SUANT TO N.C.G.S. § 160A-269

Take notice that the Board of Commission-
ers finds the real property described here-
in is not needed for governmental purpos-
es and proposes to accept an offer to pur-
chase the property with PIN 0137-03-2562,
located at 1114 Morgan Street, Fayette-
ville, for a purchase price of \$6,222.68.
Within 10 days of this notice any person
may raise the bid by not less than ten per-
cent (10%) of the first one thousand dol-
lars (\$1,000) and five percent (5%) of the
remainder by making a five percent (5%)
deposit of the bid with the Clerk. This pro-
cedure 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 6, 2018

Candice White, Clerk to the Board
8/11 5077900

Before the undersigned, a Notary Public of said County and state, duly
commissioned and authorized to administer oaths, affirmations, etc.,
personally appeared. CINDY O. MCNAIR
Who, being duly sworn or affirmed, according to law, doth depose and say
that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a
corporation organized and doing business under the Laws of the State of
Delaware, and publishing a newspaper known as the FAYETTEVILLE
OBSERVER, in the City of Fayetteville, County and State aforesaid, and
that as such he/she makes this affidavit; that he/she is familiar with the
books, files and business of said Corporation and by reference to the files
of said publication the attached advertisement of CL Legal Line
PIN 0437-03-2562, LOCATED AT 1114 MORGAN STREET,
of CUMB CO ATTORNEY'S
was inserted in the aforesaid newspaper in space, and on dates as follows:

8/11/2018

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 14 day
of August, A.D., 2018.

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

Pamela H. Walters
Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829, ,
FAYETTEVILLE, NC 28302-0000NULL

0005077900



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY

DATE: 9/6/2018

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 4734
HICKORY RIDGE ROAD AND 4612 DESERT RIDGE ROAD,
FAYETTEVILLE, NC**

BACKGROUND

On August 6, 2018, the Board adopted a resolution of its intent to accept an offer to purchase properties with PIN 9493-44-0709, being Lot 224 Upchurch Sands, Sec 8, located at 4734 Hickory Ridge Road, Fayetteville, NC, and 9493-46-0194, being Lot 75 Upchurch Sands, Sec 3, located at 4612 Desert Ridge Road, Fayetteville, NC, and directed that they be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Jose Cervantes has made an offer to purchase the properties for the purchase price of \$14,958.15. The parcels are zoned residential. The property located at 4734 Hickory Ridge Road has a manufactured home located on it and has a tax value of \$75,200.00. The property located at 4612 Desert Ridge Road is a vacant lot and has a tax value of \$10,000.00.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the Fayetteville Observer on August 14, 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

Affidavit of Publication

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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 RN 9193-14-0709, located at 4734 Hickory Ridge Road, and PIN 9193-46-0191, located at 4612 Desert Ridge Road, being the properties described in the deed recorded in Book 9819 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 6, 2018
Candice White, Clerk to the Board
8/11 5078010

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR

Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line PIN 9493-44-0709, LOCATED AT 4734 HICKORY RIDGE ROAD of CUMB CO ATTORNEY'S

was inserted in the aforesaid newspaper in space, and on dates as follows:

8/14/2018

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 15 day of August, A.D., 2018.

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

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829, ,
FAYETTEVILLE, NC 28302-0000NULL

0005078010



RISK MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PATSY LUCAS, RISK MANAGEMENT COORDINATOR

DATE: 9/25/2018

**SUBJECT: APPROVAL OF DECLARATION OF SURPLUS PROPERTY AND
AUTHORIZATION TO ACCEPT INSURANCE SETTLEMENT AND
APPROVAL OF BUDGET ORDINANCE AMENDMENT B190596**

BACKGROUND

DATE OF ACCIDENT: SEPTEMBER 5, 2018
VEHICLE: 2014 FORD TAURUS
VIN: 1FAHP2MK8EG145457
FLEET#: FL538
DEPARTMENT: Sheriff's Office
SETTLEMENT OFFER: \$9,544.00
INSURANCE COMPANY: Travelers

This is a total loss settlement offer.

RECOMMENDATION / PROPOSED ACTION

Management recommends that the Board of Commissioners:

1. Declare the vehicle described above as surplus.
2. Authorize the Risk Management Coordinator to accept \$9,544 (\$10,544 - \$1,000 deductible) as settlement.
3. Allow Travelers to take possession of the wrecked (surplus) vehicle.
4. Approve Budget Ordinance Amendment B190596 in the amount of \$9,544, recognizing the insurance settlement. Please note this amendment requires no additional county funds.

ATTACHMENTS:

Description
SETTLEMENT OFFER LETTER

Type
Backup Material



Beth Bohensky
Upstate New York Claim Center
Total Loss Unit
60 Lakefront Blvd
Buffalo, NY 14202
716 849 8005
1-866 422 8263 (Fax #)

September 11, 2018

CUMBERLAND COUNTY
P O BOX 1829
FAYETTEVILLE , NC 28302

Re: Claim #: FDW6890-001
Date of Loss: 9-5-2018
Vehicle: 2014 Ford Taurus Police
VIN# 1FAHP2MK8EG145457

Dear Ms. Lucas,

A recent inspection of your damaged vehicle by a Travelers claim representative confirmed the vehicle is a total loss. Travelers is dedicated to guiding you through the total loss process, ensuring everything moves as smoothly as possible.

After considering all of your vehicle's options, mileage and general condition, in accordance with North Carolina law, we have determined the actual cash value (ACV) to be as follows:

| | |
|--------------------|-------------|
| Actual Cash Value: | \$10,484.00 |
| Plus DMV FEE | \$ 60.00 |
| Less Deductible: | \$ 1000.00 |
| Total Payment: | \$ 9544.00 |

There are several items we will need to ensure the fastest resolution of your claim:

Vehicle Title: If you do not have an outstanding loan, you should be in possession of the original title. Sign the original Certificate of Title, in front of a Notary, on the back under section 1 Assignment of Ownership, Seller's signature exactly as the name/names appear on the front. Please do not complete any other information as it may void your title.

Lien Information: If there is an outstanding loan, contact us with the lien holder's name, telephone number, account number, and your social security number. We will be in contact with the lien holder to obtain the outstanding balance of your loan and work directly with them to secure the title to your vehicle. We will issue payment to the lien

holder for the outstanding balance or the total loss settlement as outlined above; whichever is less. If the vehicle is leased we will work with your leasing company to secure the title.

Power of Attorney: If there is an outstanding loan, please sign the form in the highlighted areas only. It is important to sign the form as your name or names appear on the title. If you are not sure whose name (s) are on the title please contact your lender to verify this information. Should you receive the title in error, please forward it to my attention.

Keys: Forward all sets of keys you have in your possession.

License Plates: If you are not transferring the vehicle's license plates to a replacement vehicle, remove the plates and return them to the Department of Motor Vehicles. It is important to do this immediately.

Agent: Please also contact your agent to have the vehicle removed from your policy.

Storage:

We understand your vehicle is located at a storage free facility. You should not consider moving the vehicle without first contacting Travelers. If you choose to move your vehicle and incur charges as a result, Travelers will not be responsible for further storage charges

Thank you for placing your trust in Travelers. We know experiencing damage to your vehicle is difficult, which is why we work hard on each and every claim we handle. Do not hesitate to call me if you have any further questions at 716 849 8005.

If you have any questions, please do not hesitate to call me.

Thank you,
Beth Bohensky

MVR 191 (Rev. 1/13)

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER

1FAHP2MK8EG145457

TITLE NUMBER

776048140088915

YEAR MODEL

2014

MAKE

FORD

TITLE ISSUE DATE

01/10/2014

BODY STYLE

4S

PREVIOUS TITLE NUMBER

MAIL TO

COUNTY OF CUMBERLAND

PO BOX 1829

FAYETTEVILLE NC 28302-1829

ODOMETER READING

000005

ODOMETER STATUS

TITLE BRANDS

OWNER(S) NAME AND ADDRESS

COUNTY OF CUMBERLAND

131 DICK ST

FAYETTEVILLE NC 28301-5725



The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that an application for a certificate of title for the herein described vehicle has been filed pursuant to the General Statutes of North Carolina and based on that application, the Division of Motor Vehicles is satisfied that the applicant is the lawful owner. Official records of the Division of Motor Vehicles reflect vehicle is subject to the liens, if any, herein enumerated at the date of issuance of this certificate.

As WITNESS, his hand and seal of this Division of the day and year appearing in this certificate as the title issue date.

COMMISSIONER OF MOTOR VEHICLES



FIRST LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

SECOND LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

THIRD LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

FOURTH LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

ADDITIONAL LIENS:

91566337

915 TIM0WB6



RISK MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PATSY LUCAS

DATE: 9/25/2018

**SUBJECT: APPROVAL OF DECLARATION OF SURPLUS PROPERTY AND
AUTHORIZATION TO ACCEPT INSURANCE SETTLEMENT AND
APPROVAL OF BUDGET ORDINANCE AMENDMENT B190598**

BACKGROUND

DATE OF ACCIDENT: SEPTEMBER 10, 2018

VEHICLE: 2015 FORD EXPLORER

VIN: 1FM5K8AR0FGA89155

FLEET#: FL576

DEPARTMENT: Sheriff's Office

SETTLEMENT OFFER: \$11,782.00

INSURANCE COMPANY: Travelers

This is a total loss settlement offer.

RECOMMENDATION / PROPOSED ACTION

Management recommends that the Board of Commissioners:

1. Declare the vehicle described above as surplus.
2. Authorize the Risk Management Coordinator to accept \$11,782 (\$12,782 - \$1,000 deductible) as settlement.
3. Allow Travelers to take possession of the wrecked (surplus) vehicle.
4. Approve Budget Ordinance Amendment B190598 in the amount of \$11,782, recognizing the insurance settlement. Please note this amendment requires no additional county funds.

ATTACHMENTS:

Description

SETTLEMENT OFFER LETTER

Type

Backup Material



Adam Guillaume
Claim Representative
Travelers
Total Loss Unit, Albany, NY

P: (716) 849-8031
F: (866) 422-8263
aguillau@travelers.com

Mailing Address
PO Box 220
Buffalo, NY 14240

September 10, 2018

**CUMBERLAND COUNTY
PO BOX 1829
FAYETTEVILLE, NC 28302**

Re: Claim #: FDG0889-001
Date of Loss: 09/10/2018
Vehicle: 2015 Ford Explorer
VIN: 1FM5K8AR0FGA89155

Dear Patricia Lucas,

A recent inspection of your damaged vehicle by a Travelers claim representative confirmed the vehicle is a total loss. Travelers is dedicated to guiding you through the total loss process, ensuring everything moves as smoothly as possible.

After considering all of your vehicle's options, mileage and general condition, we have determined the actual cash value (ACV) to be as follows:

| | | |
|-------------------------|----------|--------------------|
| Actual Cash Value | | \$12,722.00 |
| Title fee | + | \$60.00 |
| Less deductible | - | \$1,000.00 |
| Settlement Total | = | \$11,782.00 |

Thank you for placing your trust in Travelers. We know experiencing damage to your vehicle is difficult, which is why we work hard on each and every claim we handle. Do not hesitate to call me if you have any further questions at 716-849-8031.

Sincerely,

Adam Guillaume
Claims Professional

MVR 191 (Rev 1/13)

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER
1FM5K8AR0FGA89155

YEAR MODEL
2015

MAKE
FORD

BODY STYLE
MP

TITLE NUMBER
776239143149915

TITLE ISSUE DATE
11/13/2014

PREVIOUS TITLE NUMBER

MAIL TO

COUNTY OF CUMBERLAND
PO BOX 1829
FAYETTEVILLE NC 28302-1829

ODOMETER READING

000022

ODOMETER STATUS

TITLE BRANDS

OWNER(S) NAME AND ADDRESS

COUNTY OF CUMBERLAND
131 DICK ST
FAYETTEVILLE NC 28301-5725



The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that an application for a certificate of title for the herein described vehicle has been filed pursuant to the General Statutes of North Carolina and based on that application, the Division of Motor Vehicles is satisfied that the applicant is the lawful owner. Official records of the Division of Motor Vehicles reflect vehicle is subject to the liens, if any, herein enumerated at the date of issuance of this certificate.

As WITNESS, his hand and seal of this Division of the day and year appearing in this certificate as the title issue date.

Kees J. Thomas

COMMISSIONER OF MOTOR VEHICLES



FIRST LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

SECOND LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

THIRD LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

FOURTH LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

ADDITIONAL LIENS:

93780049
915 T1M0WB6



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 9/6/2018

**SUBJECT: APPROVAL OF PAYMENT OF PRIOR YEAR INVOICE FOR THE
DEPARTMENT OF SOCIAL SERVICES AND BUDGET ORDINANCE
AMENDMENT #B191233.**

BACKGROUND

The Department of Social Services is requesting to pay prior year invoice #1823381 for Systel Business Equipment for \$38,856.00. The printers were budgeted for and received in Fiscal Year 2018 but the invoice was not received until after the deadline to pay Fiscal Year 2018 invoices. Staff has verified that this invoice has not been paid and is in fact due. Approval of Budget Ordinance Amendment B191233 to re-appropriate Fiscal Year 2018 funds has been requested. Please note this amendment requires a reappropriation of Fiscal Year 2018 funds to the current year.

RECOMMENDATION / PROPOSED ACTION

The Board is requested to approve Budget Ordinance Amendment B191233 to bring Fiscal Year 2018 funds forward in the amount of \$38,856.00. This represents funding to pay for printers ordered and received in Fiscal Year 2018. The final invoice was received after the fiscal year deadline.

Please note this amendment requires a re-appropriation of Fiscal Year 2018 funds to the current year.

ATTACHMENTS:

Description

Prior Year Invoice for Department of Social Services

Type

Backup Material

BRENDA REID JACKSON

Director

ASSISTANT DIRECTORS

Bobbie Redding
Legal Services

Crystal Black
Adult Services

Sandy Connor
Children's Services

John Nalbene
Business Operations



**CUMBERLAND
COUNTY**

NORTH CAROLINA

DEPARTMENT OF SOCIAL SERVICES

SECTION CHIEFS

Sharon McLeod
Children's Services

Vivian Tookes
Economic Services

Kristin Bonoyer
Adult Services

Vacant
Business Operations

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: DAWN KEELER, ACCOUNTANT I

DATE: SEPTEMBER 5, 2018 *DK*

**SUBJECT: REQUEST TO PAY PRIOR YEAR (FY18) INVOICE FOR
SYSTEL BUSINESS EQUIPMENT**

We received 150 printers prior to June 30, 2018, which a purchase order was created for, PO # 18001430, but did not receive the invoice until August 22nd, 2018, for \$38,856.00. We have processed a budget amendment, number B191233, to re-appropriate the money allocated for Printers that were approved in FY2018. We are asking approval to pay this invoice out of the re-appropriated funds for this purchase.

Thank you for your consideration.

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



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 9/7/2018

**SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICE TO FAYETTEVILLE
TECHNICAL COMMUNITY COLLEGE**

BACKGROUND

Fayetteville Technical Community College is requesting to be reimbursed for invoice #2018050168 paid to Draper Aden Associates, Inc. for services related to capital costs totaling \$2,100. The invoice was sent, via email, on September 7, 2018 after the deadline to pay for Fiscal Year 2018 invoices. Staff has verified that this invoice has not been paid and is in fact due. Sufficient funds are available in the current year budget to absorb this expenditure.

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to reimburse Fayetteville Technical Community College for incurred capital costs totaling \$2,100.

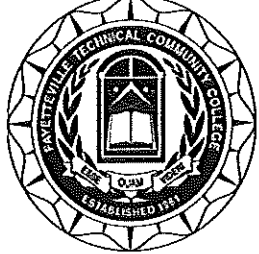
ATTACHMENTS:

Description

Prior Year Memo for FTCC

Type

Backup Material



FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

P.O. BOX 35236 • FAYETTEVILLE, NORTH CAROLINA 28303-0236

Dr. J. Larry Keen, President

September 7, 2018

Ms. Vicki Evans
Finance Director
Cumberland County Finance Office
P. O. Box 1829
Fayetteville, NC 28302-1829

RE: Request for Reimbursement of County Capital Outlay Funds (FY 2018-2019)
Draper Aden Associates Inc – Invoice 2018050168

Dear Ms. Evans:

Fayetteville Technical Community College requests reimbursement for the following funds:

| County Fund Type | County Fund Code | Amount |
|----------------------------|----------------------|-------------------|
| Capital Outlay Fund: | | |
| Resurface Parking Lot #1 | Code: 1074183-578611 | \$2,100.00 |
| Total Fund Request: | | \$2,100.00 |

Enclosed are copies of the invoices for the Capital Outlay fund request. Please note that the invoice was paid in FY2018 and we are requesting that the reimbursement be paid from FY2019. Thank you for your assistance. If there are any questions, please call me at 910-678-8569.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Adams".

Cassandra Adams
Financial Accountant

Enclosures

BOARD OF TRUSTEES

Board Chair Mr. Ronald C. Crosby, Jr. • Vice-Chair Dr. Linwood Powell • Secretary Mrs. Delores P. Ingram
Members Dr. Dallas M. Freeman, Dr. William D. Haithcock, Mr. Charles J. Harrell, Mr. William L. Hedgepeth, II,
Dr. Marye J. Jeffries, Mr. Charles E. Koonce, Mrs. Suzannah Tucker, Mr. William S. Wellons, Jr., Mr. David R. Williford

FAYETTEVILLE CAMPUS: PHONE (910) 678-8400 • FAX (910) 484-6600

SPRING LAKE CAMPUS: PHONE (910) 678-1000 • FAX (910) 436-5184

www.faytechcc.edu

An Equal Opportunity Institution

NO. 9186796

| COMMODITY DESCRIPTION | PURCHASE ORDER NO. | ACCOUNT CODE | INVOICE NO. OR DATE | INVOICE GROSS AMOUNT | DISCOUNT AMOUNT | NET AMOUNT |
|-----------------------|--------------------|------------------------|---------------------|----------------------|-----------------|------------|
| V0577493 | P58184R | 07-910-00-558600-99232 | 2018050168 | \$2,100.00 | \$.00 | \$2,100.00 |

2822649

| | | |
|------------------------|--|------------|
| TOTAL FOR THIS CHECK > | | \$2,100.00 |
|------------------------|--|------------|

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

FAYETTEVILLE, NORTH CAROLINA 28303
INSTITUTIONAL & FEDERAL FUNDS

TWO THOUSAND, ONE-HUNDRED DOLLARS AND ZERO CENTS

PAY TO THE ORDER OF
DRAPER ADEN ASSOCIATES, INC.
2206 SOUTH MAIN ST
BLACKSBURG VA 24060

NO. 9186796

| | |
|--------------|------------|
| DATE | NET AMOUNT |
| JUN 27, 2018 | \$2,100.00 |

VOID AFTER 180 DAYS

FILE COPY

**FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE
FAYETTEVILLE, NORTH CAROLINA 28303**

DRAPER ADEN ASSOCIATES, INC.
2206 SOUTH MAIN ST
BLACKSBURG VA 24060



Draper Aden Associates

Engineering • Surveying • Environmental Services

Mail Remittance to:
2206 South Main Street
Blacksburg, Virginia 24060

Jeff Umphlet
Fayetteville Technical Community College
P O Box 35236
Fayetteville, NC 28303

Invoice

COPY

May 31, 2018

Project No: 17090501-010302
Invoice No: 2018050168
P.O. #:

Invoice Total \$2,100.00

Project 17090501-010302 Fayetteville Technical Community College- Repair Parking Lot #1

Professional Services through May 31, 2018

Fee

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|------------------------------|-----------|------------------|-----------|----------------------|---------------------|
| 01 - Mapping & Investigation | 5,500.00 | 100.00 | 5,500.00 | 5,500.00 | 0.00 |
| 02 - Construction Documents | 9,250.00 | 100.00 | 9,250.00 | 9,250.00 | 0.00 |
| 03 - Bid Administration | 2,800.00 | 100.00 | 2,800.00 | 700.00 | 2,100.00 |
| Total Fee | 17,550.00 | | 17,550.00 | 15,450.00 | 2,100.00 |
| Total Fee | | | | | 2,100.00 |
| Total this Invoice | | | | | \$2,100.00 |

Outstanding Invoices

| Number | Date | Balance |
|------------|-----------|----------|
| 2018030265 | 3/31/2018 | 1,387.50 |
| 2018040118 | 4/30/2018 | 8,562.50 |
| Total | | 9,950.00 |

Billings to Date

| | Current | Prior | Total |
|--------|----------|-----------|-----------|
| Fee | 2,100.00 | 15,450.00 | 17,550.00 |
| Totals | 2,100.00 | 15,450.00 | 17,550.00 |

58184R
APPROVED FOR PAYMENT
(STATE) (LOCAL) (SPECIAL)
CODE: 07-910-00-558600-96
AUTHORIZED:
AMOUNT: \$2,100.00

RECEIVED

JUN 18 2018

FTCC
PLANT OPERATIONS

approved for payment

Balance owed:
\$3,200.00
58184R

paid 6/21/18

Billing Inquiries: (804) 264-2228 • Fax: (804) 264-8773 • Email: daa@daa.com • We Accept VISA/MasterCard
Blacksburg, VA • Charlottesville, VA • Hampton Roads, VA • Northern Virginia • Richmond, VA • Fayetteville, NC • Raleigh, NC



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DEPARTMENT

DATE: 9/7/2018

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICE FOR PRINT, MAIL & DESIGN DEPARTMENT

BACKGROUND

Print, Mail & Design Department is requesting to pay Lindenmeyr-Monroe Paper for invoice numbers 96220607, 96236153, 96347262 and 96350931 for Fiscal Year 2018 totaling \$1,019.05. The invoices were not forwarded to the appropriate department for payment before the deadline to pay Fiscal Year 2018 invoices. Staff has verified that these invoices have not been paid and are in fact due. Sufficient funds are available in the current year budget to cover these expenditures.

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay Lindenmeyr-Monroe Paper for Fiscal Year 2018 invoice numbers 96220607, 96236153, 96347262 and 96350931 totaling \$1,019.05.

ATTACHMENTS:

Description

Prior Year Memo for Print, Mail & Design

Type

Backup Material




CUMBERLAND
COUNTY
NORTH CAROLINA

PRINT, MAIL & DESIGN SERVICES

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: ANGELA CUNNINGHAM, PRINT, MAIL & DESIGN SUPERVISOR

THRU: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE DIRECTOR 

DATE: SEPTEMBER 7, 2018

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY18) INVOICES

We received notification of four outstanding invoices from one of our vendors (Lindenmeyr-Monroe Paper) from April, May and June 2018. These invoices total 1,019.05. The items were various papers, ordered for projects we printed for county departments. The invoices were originally sent via email, and were to be forwarded to the appropriate county department. However, these invoices were not forwarded and were therefore not paid. We have since requested a new process with Lindenmeyr-Monroe to correct this issue.

We are requesting approval to pay the following invoices:

96220607, \$449.73

96236153, \$315.22

96347262, \$163.17

96350931, \$90.93

Total: \$1019.05

Thank you for your consideration.



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 9/20/2018

**SUBJECT: APPROVAL OF PRIOR YEAR INVOICE FOR RISK MANAGEMENT AND
BUDGET ORDINANCE AMENDMENT #B190196**

BACKGROUND

Risk Management staff is requesting to pay a Fiscal Year 2018 invoice to Allen Consulting for actuarial services in the amount of \$2,000. This invoice was received by email on August 16, 2018 after the deadline to pay Fiscal Year 2018 invoices. Staff has verified this invoice has not been paid and is in fact due. Budget Ordinance Amendment B190196 has been submitted to re-appropriate the funds from Fiscal Year 2018 to Fiscal Year 2019 to pay this invoice. Please note this amendment requires a re-appropriation of Fiscal Year 2018 funds to the current year.

RECOMMENDATION / PROPOSED ACTION

The Board is requested to approve Budget Ordinance Amendment B190196 to bring Fiscal Year 2018 funds forward in the amount of \$2,000. This represents funding to pay for actuarial services contracted for but not completed in Fiscal Year 2018. The final invoice was received after the fiscal year deadline.

Please note this amendment requires a re-appropriation of Fiscal Year 2018 funds to the current year.

ATTACHMENTS:

Description

Prior Year Invoice for Risk Management

Type

Backup Material

VICKI EVANS
Finance Director



ROBERT TUCKER
Accounting Supervisor


IVONNE MENDEZ
Accounting Supervisor

FINANCE OFFICE

4th Floor, Room No. 45I, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: IVONNE MENDEZ, ACCOUNTING SUPERVISOR 

DATE: SEPTEMBER 11, 2018

**SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICE FOR RISK
MANAGEMENT DEPARTMENT**

The Risk Management Department is requesting to pay a prior year invoice to Allen Consulting for professional services contracted in FY18 in the amount of \$2000.00. Purchase Order 18001381 was obtained in FY18, but services were not concluded until after the start of FY19. The invoice for this expenditure was received via email on August 16, 2018 after the deadline to pay FY18 invoices. Funding to pay this invoice is subject to the approval of Budget Ordinance Amendment # B190196 to re-appropriated from FY18 to FY19.

Celebrating Our Past...Embracing Our Future



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE HOLDER, INTERIM HEALTH DIRECTOR

DATE: 9/11/2018

**SUBJECT: APPROVAL OF HEALTH DEPARTMENT DELINQUENT ACCOUNTS TO BE
TURNED OVER TO THE N.C. DEBT SET-OFF PROGRAM**

BACKGROUND

At the Board of Health meeting on August 21, 2018, the Board approved writing off a total of \$23,639.33 as bad debts. The bad debt accounts, with balances of \$50.00 or higher, will be processed through the North Carolina Debt Set-Off Program. This program can attach a debtor's State Income Tax refund and/or lottery winnings for payment of bad debts. The accounts with balances under \$50.00 will continue to be worked for collection through our in-house collection efforts. This write-off of bad debts is in compliance with the Cumberland County Department of Public Health Debt Collection Policy 02-03 to write-off bad debts every quarter.

RECOMMENDATION / PROPOSED ACTION

Approve write off of \$23,639.33 bad debts to the North Carolina Debt Set-Off Program.

cc: Candice York, CCDPH Finance Officer
File

Attachment (2)

ATTACHMENTS:

Description

BOH Request to Writeoff June 2018

Type

Backup Material

**CUMBERLAND COUNTY DEPARTMENT
OF PUBLIC HEALTH
DELINQUENT ACCOUNTS TO BE TURNED OVER FOR COLLECTION
BAD DEBT WRITE OFF #54
June 30, 2018**

| PROGRAM | AMOUNT |
|------------------------|--------------------|
| ADULT HEALTH CLINIC | \$6,980.95 |
| CHILD HEALTH CLINIC | \$6,294.86 |
| DENTAL HEALTH CLINIC | \$391.00 |
| FAMILY PLANNING CLINIC | \$4,615.02 |
| IMMUNIZATIONS | \$2,355.35 |
| MATERNAL HEALTH CLINIC | \$3,002.15 |
| | |
| TOTAL | \$23,639.33 |

**All bad debt accounts with balances of \$50.00 or higher, will be sent to the North
Carolina Debt Set-Off Program, which can attach a debtor's State Income
Tax Refund for payment of bad debts.**

The above accounts are 90 days old or older as of 3/31/2018



RISK MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PATSY LUCAS

DATE: 9/9/2018

SUBJECT: AUTHORIZATION TO SIGN RELEASE REGARDING SETTLEMENT

BACKGROUND

On January 8, 2017, the chiller located at the Law Enforcement Center was damaged beyond repair by the extreme cold temperatures. A claim was filed with the County's property insurance carrier, Federal Insurance Company (Chubb). Based on their investigation, it was determined that a faulty flow switch allowed the damage to occur.

Federal Insurance Company retained the law firm Butler Weihmuller Katz Craig, LLP in connection with the LEC chiller freeze claim. A lawsuit was filed against the installer (Haire Plumbing) and a component party manufacturer (Dwyer Instruments). A settlement was reached with Haire Plumbing. As part of the settlement agreement, a release from the County is required which ensures that the County will not file a lawsuit for the same event. The law firm is recommending the County agree to the terms. A copy of the settlement agreement is attached.

RECOMMENDATION / PROPOSED ACTION

Management recommends following the law firm's recommendation and authorize the release to be signed by the County Manager.

ATTACHMENTS:

Description

Settlement Agreement with Standard Release

Type

Backup Material

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is made and entered into by the following parties effective as of August 14, 2018 (Effective Date):

(A). Federal Insurance Company (Federal).

(B). County of Cumberland, North Carolina (County).

(C). Haire Plumbing & Mechanical Co., Inc. (Haire).

Federal, County, and Haire are sometimes referred to herein singularly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, County is the owner of real property having an address of 131 Dick Street, Fayetteville, Cumberland County, North Carolina and commonly known as the Cumberland County Law Enforcement Center; and

WHEREAS, in or about March 2015, Haire and the County entered into a contract pursuant to which Haire agreed to install an air cooled rotary chiller (the Chiller) on the roof of the aforementioned Cumberland County Law Enforcement Center (the Project); and

WHEREAS, Haire installed the Chiller in or about July 2015; and

WHEREAS, as part of the Chiller installation, Haire installed a flow switch (the Flow Switch) manufactured by W.E. Anderson, a division of Dwyer Instruments, Inc. (Dwyer); and

WHEREAS, a component part of the Flow Switch known as the microswitch, or snap switch, was manufactured by Honeywell International Inc. or one of its affiliate or subsidiary entities (collectively, Honeywell); and

WHEREAS, on or about January 8, 2017, the Flow Switch failed and caused the Chiller to fail (the Incident), necessitating replacement of the Chiller; and

WHEREAS, at the time of the Incident, the County maintained certain insurance coverage under Federal Policy Number 3710-59-23-CLT (the Policy); and

WHEREAS, following the Incident, the County submitted a claim to Federal under the Policy in the amount of \$211,488.60; and

WHEREAS, Federal adjusted the County's aforementioned claim and, after deducting the amount of \$6,000.00 (representing the salvage value of the Chiller) and the amount of \$10,000.00 (representing the County's deductible under the Policy), paid the sum of \$195,488.60 to or for the benefit of the County pursuant to the Policy; and

WHEREAS, Federal became subrogated to the County to the extent of all monies which Federal paid to or for the benefit of the County as a result of the Incident; and

WHEREAS, Federal subsequently brought a civil action in the Cumberland County, North Carolina, Superior Court to recover all monies which Federal paid to or for the benefit of the County as a result of the Incident and, in behalf of the County, the County's aforementioned \$10,000 Policy deductible, which civil action is styled: "Federal Insurance Company, as subrogee of County of Cumberland, Plaintiff, vs. Haire Plumbing & Mechanical Co., Inc., and Dwyer Instruments, Inc., Defendants", File Number 18-CVS-1808 (the Civil Action); and

WHEREAS, Federal is represented in the Civil Action by Butler Weihmuller Katz Craig LLP, sometimes referred to in this Agreement as Butler WKC; and

WHEREAS, in the Civil Action, Federal alleged that the Incident was caused by the improper installation of the Flow Switch and the Chiller by Haire, and by the improper manufacture of the Flow Switch by Dwyer; and

WHEREAS, Haire denies that it improperly installed the Flow Switch and the Chiller, denies that any breach, act, or omission on its part was a proximate cause of any damage to the

Flow Switch and the Chiller, and denies any and all liability to any and all persons and entities for the Incident; and

WHEREAS, Dwyer denies improperly manufacturing the Flow Switch; and

WHEREAS, the Parties have considered and discussed their respective contentions, claims, and/or defenses pertaining to the Chiller, the Project, the Flow Switch, the Incident, and the Civil Action, have reached a mutually agreeable resolution of the same, and now desire to reduce the terms of the resolution to writing.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, the legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Recitals set forth above are incorporated herein by reference as a substantive part of this Agreement.

2. Within twenty (20) business days of the full-execution of this Agreement and receipt of a signed W-9, the total sum of Ten Thousand and no/100 Dollars (\$10,000.00) (the Settlement Monies) shall be paid to Federal and the County as follows:

(A). The sum of Five Thousand and no/100 Dollars (\$5,000.00) by check from Haire's insurance carrier, National Trust Insurance Company (member of The FCCI Insurance Group), payable to the Order of Butler WKC.

(B). The sum of Five Thousand and no/100 Dollars (\$5,000.00) by check from Haire payable to the Order of Butler WKC.

Federal and the County represent and warrant that they and their attorneys have agreed amongst themselves as to the appropriate division and distribution of the Settlement Monies, without any involvement, input, or control by Haire and its insurers. Accordingly, Federal, the County, and their attorneys covenant not to assert any claim against Haire or its insurers pertaining to the division and distribution of the Settlement Monies.

3. Except for claims arising out of the breach of this Agreement, Federal and the County, on their own behalf and on behalf of (i) any and all persons and entities claiming by or through them and (ii) their respective shareholders, directors, officers, current and former employees, affiliated entities, parent and subsidiary entities, predecessors, successors, assigns, and insurers, do hereby release and forever discharge Haire and its shareholders, directors, officers, current and former employees, affiliated entities, parent and subsidiary entities, predecessors, successors, assigns, and insurers of and from any and all claims pertaining to the Chiller, the Project, the Flow Switch, the Incident, and the Civil Action (including all claims which were or could have been asserted against Haire in the Civil Action), known and unknown, suspected and unsuspected, including consequences thereof now existing or which may develop in the future, whether or not such consequences are known or anticipated.

For the avoidance of doubt, no other claims are released, Federal and the County reserving all such other claims. Without limitation, Federal does not release any claim which it has asserted against Dwyer in the Civil Action.

4. Within ten (10) business days of the full execution of this Agreement and Butler Weihmuller Katz Craig LLP's receipt of checks in payment of the Settlement Monies, Federal shall voluntarily dismiss with prejudice any and all claims which were, or which could have been, asserted against Haire in the Civil Action by causing its counsel to execute and file in the Civil Action a "Notice of Voluntary Dismissal With Prejudice as to Haire Plumbing & Mechanical Co., Inc." in form and content identical to the instrument attached to this Agreement as Exhibit A. Butler Weihmuller Katz Craig LLP shall be responsible for filing the said Notice of Voluntary Dismissal and serving a Filed-stamped copy of same on counsel to all former and current parties to the Civil Action.

5. Federal and the County represent and warrant that as of the Effective Date of this Agreement, they have not asserted any claim against any person or entity other than Haire and Dwyer pertaining to the Chiller, the Project, the Flow Switch, and the Incident.

6. The Parties mutually acknowledge, represent, and warrant that:

(A). No additional promise or agreement has been made as consideration for this Agreement and that the signing hereof by any Party has not been induced by any representation of any other Party, or by anyone in any other Party's behalf, concerning any matter, including but not limited to the nature, extent, amount, or duration of any injury or damage sustained. This Agreement constitutes and contains the entire agreement between the Parties relating to the subject matter hereof.

(B). The payment herein is being made without admission of liability, Haire denying any and all liability to Federal and the County.

(C). Except as provided in this Agreement, no Party has assigned any claim it may have against any other Party, and the Parties receiving the Settlement Monies as set forth herein represent and warrant that they are the proper Parties to receive the same.

(D). Each Party has the capacity and authority to enter into this Agreement and the person signing this Agreement on behalf of each Party has been duly authorized by that Party to execute the same.

(E). This Agreement shall bind the Parties, their heirs, next of kin, personal representatives, successors, assigns, and any person or entity claiming by or through any Party, and shall inure to the benefit of the Parties, their heirs, next of kin, personal representatives, successors, and assigns.

(F). Prior to signing this Agreement, each Party to this Agreement: (i) fully read and understood the Agreement; and (ii) had adequate time and opportunity to obtain legal and tax advice concerning the Agreement and its operation and consequences from legal counsel and tax advisers of its choice.

(G). This Agreement has been negotiated between the Parties. In the event of any dispute over the interpretation of this Agreement, there shall be no rule of construction in favor of or against any Party.

(H). This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding any choice of law considerations which might require application of the law of some other jurisdiction.

(I). The Parties shall bear their respective costs and expenses, including but not limited to attorneys' fees and expert fees, associated with investigating, pursuing, defending, and resolving all matters resolved by way of this Agreement, including but not limited to those pertaining to the Civil Action, as well as those associated with the preparation of this Agreement.

(J). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument, and the Parties agree that a copy of each Party's original signature to this Agreement, including but not limited to a scanned, .pdf, e-mail, or fax copy of the original signature, shall be deemed the same as the original signature.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow].

IN WITNESS WHEREOF, County of Cumberland, North Carolina has caused this Agreement to be signed as an instrument under seal (County of Cumberland, North Carolina adopting the word “(SEAL)” as and for its seal) as of the Effective Date.

COUNTY OF CUMBERLAND, NORTH CAROLINA

By: _____ (SEAL)

(Printed Name)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for the County of _____, State of _____, certify that _____, either being personally known to me or proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and, being first duly sworn, acknowledged that s/he is the _____ of County of Cumberland, North Carolina and that s/he voluntarily executes the foregoing instrument on behalf of County of Cumberland, North Carolina for the purposes stated therein. Witness my hand and official stamp or seal this ____ day of August, 2018.

Signature of Notary Public

[NOTARIAL SEAL OR STAMP]

Printed Name of Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, Federal Insurance Company has caused this Agreement to be signed as an instrument under seal (Federal Insurance Company adopting the word “(SEAL)” as and for its seal) as of the Effective Date.

FEDERAL INSURANCE COMPANY

By: _____ (SEAL)

(Printed Name)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for the County of _____, State of _____, certify that _____, either being personally known to me or proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and, being first duly sworn, acknowledged that s/he is the _____ of Federal Insurance Company and that s/he voluntarily executes the foregoing instrument on behalf of Federal Insurance Company for the purposes stated therein. Witness my hand and official stamp or seal this ____ day of August, 2018.

Signature of Notary Public

[NOTARIAL SEAL OR STAMP]

Printed Name of Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, Haire Plumbing & Mechanical Co., Inc. has caused this Agreement to be signed as an instrument under seal (Haire Plumbing & Mechanical Co., Inc. adopting the word “(SEAL)” as and for its seal) as of the Effective Date.

HAIRE PLUMBING & MECHANICAL CO., INC.

By: _____ (SEAL)

(Printed Name)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for the County of _____, State of _____, certify that _____, either being personally known to me or proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and, being first duly sworn, acknowledged that s/he is the _____ of Haire Plumbing & Mechanical Co., Inc. and that s/he voluntarily executes the foregoing instrument on behalf of Haire Plumbing & Mechanical Co., Inc. for the purposes stated therein. Witness my hand and official stamp or seal this ____ day of August, 2018.

Signature of Notary Public

[NOTARIAL SEAL OR STAMP]

Printed Name of Notary Public

My Commission Expires: _____

EXHIBIT A

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
18-CVS-1808

**NOTICE OF VOLUNTARY
DISMISSAL WITH PREJUDICE
AS TO HAIRE PLUMBING &
MECHANICAL CO., INC.**

COMES NOW Plaintiff, Federal Insurance Company, as subrogee of County of Cumberland, by and through its undersigned counsel of record, and pursuant to Rule 41(a)(1)(i) of the North Carolina Rules of Civil Procedure, voluntarily dismisses with prejudice all claims which it asserted against, or which it could have asserted against, Defendant Haire Plumbing & Mechanical Co., Inc. in this civil action. This dismissal pertains only to Defendant Haire Plumbing & Mechanical Co., Inc., and does not in any manner pertain to Plaintiff's claims against Defendant Dwyer Instruments, Inc., all of which remain pending. Plaintiff and Defendant Haire Plumbing & Mechanical Co., Inc. shall bear their respective costs and attorneys' fees.

Respectfully submitted, this the ____ day of August, 2018.

BUTLER WEIHMULLER KATZ CRAIG
LLP

By: _____

Zachary M. Jett

N.C. State Bar No. 40727

Scott A. Hefner

N.C. State Bar No. 38226

11605 N. Community House Road

Suite 150

Charlotte, North Carolina 28277

Telephone: (704) 543-2321

Facsimile: (704) 543-2324

E-mail: zjett@butler.legal and

shefner@butler.legal

*Attorneys for Plaintiff Federal Insurance
Company, as subrogee of County of
Cumberland*

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that he served the foregoing document upon the attorneys shown below by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorneys.

This the _____ day of August, 2018.

BUTLER WEIHMULLER KATZ CRAIG
LLP

By: _____
Zachary M. Jett
N.C. State Bar No. 40727
Scott A. Hefner
N.C. State Bar No. 38226
11605 N. Community House Road
Suite 150
Charlotte, North Carolina 28277
Telephone: (704) 543-2321
Facsimile: (704) 543-2324
E-mail: zjett@butler.legal and
shefner@butler.legal
*Attorneys for Plaintiff Federal Insurance
Company, as subrogee of County of
Cumberland*

Served on:

John C. Rogers, III, Esquire
Warren D. Hynson, Esquire
Allen, Moore & Rogers, L.L.P.
Post Office Box 18627
Raleigh, North Carolina 27619
*Attorneys for Defendant Haire
Plumbing & Mechanical Co., Inc.*

Michael S. Rainey, Esquire
Young Moore and Henderson, P.A.
Post Office Box 31627
Raleigh, North Carolina 27622
*Attorneys for Defendant Dwyer Instruments,
Inc.*



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, EMERGENCY SERVICES INTERIM DIRECTOR

DATE: 9/24/2018

**SUBJECT: APPROVAL OF NORTH CAROLINA STATEWIDE EMERGENCY
MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT -
REVISION 2017**

BACKGROUND

The North Carolina Emergency Management Division revised the Statewide Mutual Aid and Assistance Agreement in 2017 to reflect revisions made to Chapter 166A.

The North Carolina State Emergency Management Division requires periodic updates to the contact listing of counties and municipalities that have signed a previous Mutual Aid Agreement with the State of North Carolina.

Participation in the North Carolina Mutual Aid System is voluntary, however, signing the agreement enables entities the ability to receive assistance, or provide assistance to other communities in the event of a disaster.

RECOMMENDATION / PROPOSED ACTION

It is recommended that the Board approve the revised Statewide Mutual Aid and Assistance Agreement and authorize the County Manager to sign the Agreement.

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement - Revision 2017 | Backup Material |



NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION 2017

FOR THE

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property, resulting from any natural or man-made accidental, military, or paramilitary cause.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage

each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall set forth requests as follows:

(i) REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY: Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) REQUESTS MADE DIRECTLY TO PROVIDER: Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

(iii) RECORD OF REQUESTS TO BE PROVIDED: A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

B. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Stricken Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
7. Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this

section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for

the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

SECTION XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of

the Recipient and Provider.

Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

BY:

Erik A. Hooks, Secretary
Department of Public Safety

Date:

BY:

Michael A. Sprayberry, Director
Division of Emergency Management

Date:

BY: _____

Chief Executive Officer/Local Government

Name:

Title:

Name of Unit:

Date:

WITNESS: _____

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel
Department of Public Safety

Date:



LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

FOR THE

MAILING ADDRESS:

DATE:

PRIMARY REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:



WORKFORCE DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NEDRA CLAYBORNE RODRIGUEZ, DIRECTOR

DATE: 9/21/2018

**SUBJECT: APPROVAL OF NATIONAL DISLOCATED WORKER GRANT FUNDS FOR
HURRICANE FLORENCE AND BUDGET ORDINANCE AMENDMENT
#B190477**

BACKGROUND

On September 20, 2018, the Department of Commerce requested the use of \$18.5 million of Secretary of Labor's discretionary National Dislocated Worker Grant (DWG) funding to address damages caused by Hurricane Florence for 18 counties within North Carolina. These funds will be used by the Workforce Development Boards to create temporary employment programs for an estimated 925 individuals within these counties that have been declared by the Federal Emergency Management Agency (FEMA) to be eligible for public assistance. Disaster DWGs, discretionary funding, identified in the Workforce Innovative and Opportunity Act, Title I, Section 170(d)(4), provides funding to create temporary employment opportunities to assist with clean-up, recovery and humanitarian efforts, when an area impacted by disaster is declared eligible for public assistance. These individuals may work for public or non-profit entities in labor or humanitarian positions directly connected to hurricane recovery. The Cumberland County Workforce Development Board will provide 85 employment opportunities to serve dislocated workers, including active military spouses and veterans.

RECOMMENDATION / PROPOSED ACTION

The Cumberland County Workforce Development Board recommends approval of budget ordinance #B190477 in the amount of \$2,244,000 for disaster recovery efforts.

ATTACHMENTS:

Description

Hurricane Florence funding request

Type

Backup Material



WORKFORCE DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NEDRA CLAYBORNE RODRIGUEZ, DIRECTOR

DATE: SEPTEMBER 21, 2018

SUBJECT: ACCEPTING FEMA HURRICANE FLORENCE NATIONAL
DISLOCATED WORKERS FUNDING – BUDGET
ORDINANCE AMENDMENT #190477

BACKGROUND

On September 20, 2018, the Department of Commerce requested the use of \$18.5 million of Secretary of Labor's discretionary National Dislocated Worker Grant (DWG) funding to address damages caused by Hurricane Florence for 18 counties within North Carolina. These funds will be used by the Workforce Development Boards to create temporary employment programs for an estimated 925 individuals within these counties that have been declared by the Federal Emergency Management Agency (FEMA) to be eligible for public assistance. Disaster DWGs, discretionary funding, identified in the Workforce Innovative and Opportunity Act, Title I, Section 170(d)(4), provides funding to create temporary employment opportunities to assist with clean-up, recovery and humanitarian efforts, when an area impacted by disaster is declared eligible for public assistance. These individuals may work for public or non-profit entities in labor or humanitarian positions directly connected to hurricane recovery. The Cumberland County Workforce Development Board will provide 85 employment opportunities to serve dislocated workers, including active military spouses and veterans.

RECOMMENDATION/PROPOSED ACTION

The Cumberland County Workforce Development Board recommends approval of budget ordinance #B190477 in the amount of \$2,244,000 for disaster recovery efforts.

ATTACHMENTS:

Description

Training and Employment Guidance Letter WIOA No. 2-15
State Request for Funding

Type

Backup Material
Backup Material

| | |
|---|---|
| EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210 | CLASSIFICATION WIOA National Dislocated Worker Grants |
| | CORRESPONDENCE SYMBOL OWI |
| | DATE July 1, 2015 |

ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER WIOA NO. 2-15
OPERATING GUIDANCE for the WORKFORCE INNOVATION AND
OPPORTUNITY ACT (referred to as WIOA or the Opportunity Act)

TO: STATE AND LOCAL STAKEHOLDERS IN THE WORKFORCE
INNOVATION AND OPPORTUNITY ACT
STATE WORKFORCE AGENCIES
STATE AND LOCAL WORKFORCE BOARDS AND CHAIRS
INDIAN AND NATIVE AMERICAN PROGRAM GRANTEEES

FROM: PORTIA WU 
Assistant Secretary

SUBJECT: Operational Guidance for National Dislocated Worker Grants, pursuant to the
Workforce Innovation and Opportunity Act (WIOA or Opportunity Act)

- 1. Purpose.** To provide guidance to the workforce investment system on the policies and priorities that govern the award and use of the Secretary's discretionary National Dislocated Worker Grants (DWG), under the WIOA, Title I, Section 170, which becomes effective July 1, 2015. The new program is preceded by National Emergency Grants (NEG) under Title I of the Workforce Investment Act of 1998 (WIA), and National Reserve Account grants under the Job Training Partnership Act Title III.

DWGs are discretionary grants awarded by the Secretary of Labor, under Section 170 of WIOA. DWGs provide resources to states and other eligible applicants to respond to large, unexpected layoff events causing significant job losses. This funding is intended to temporarily expand capacity to serve dislocated workers, including military service members, and meet the increased demand for WIOA employment and training services, with a purpose to reemploy laid off workers and enhance their employability and earnings. Disaster DWGs provide funding to create temporary employment opportunities to assist with clean-up and recovery efforts, when an area impacted by disaster is declared eligible for public assistance

| | |
|--|--------------------------------------|
| RESCISSIONS TEGL 16-03 TEGL 16-03, Change 1-5 | EXPIRATION DATE Continuing |
|--|--------------------------------------|

from the Federal Emergency Management Agency (FEMA) or otherwise recognized by a Federal agency with authority or jurisdiction over Federal response to the emergency or disaster.

WIOA was signed into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA supersedes Titles I and II of the Workforce Investment Act of 1998 and amends the Wagner-Peyser Act and the Rehabilitation Act of 1973. In general, the Act takes effect on July 1, 2015, the first full program year after enactment, unless otherwise noted.

The Departments of Labor and Education published a set of regulations for implementing WIOA through the posting of five Notice of Proposed Rulemaking (NPRMs) documents. These NPRMs were open for public comment until June 15, 2015, and several hundred comments were received by both Departments. The Federal agencies will review, analyze and consider the comments received. The Final WIOA rules will be issued in 2016.

In order to continue implementation prior to the final rule, a series of WIOA Operating Guidance documents are being issued in the form of Training and Employment Guidance Letters (TEGLs). These Operating Guidance documents on WIOA will inform the workforce system on how to begin the important planning and organizational work necessary to comply with the WIOA statutory requirements. The Operating Guidance TEGLs will provide a framework for program activities until the regulations are finalized. This TEGL is one in a series of WIOA Operating Guidance.

2. **References.** See Attachment I.
3. **Background.** In 2004, the Employment and Training Administration (ETA) issued Training and Employment Guidance Letter 16-03, "National Emergency Grant (NEG) Policy Guidance" and published in the Federal Register, "Workforce Investment Act: National Emergency Grants Application Procedures". This Guidance replaces the 2004 Guidance, provides updates to DWG policy, and implements new provisions of WIOA.
4. **Operating Guidance.** New Operating Guidance for the DWG program is found in Attachment II of this TEGL.
5. **Significant Changes.** WIOA establishes DWGs, including grants for employment and training assistance and grants for disaster relief employment assistance, to supersede regular and disaster NEGs authorized under WIA. The new Operating Guidance updates a number of relevant NEG policies as they relate to the administration of DWGs, and provides guidance on new provisions under WIOA. Significant changes under WIOA include:
 - Authorizes DWGs to provide assistance to areas with a higher than average demand for employment and training services from dislocated members of the Armed Forces and military spouses.

- For disaster relief employment DWGs, WIOA:
 - Allows Federal agency emergency or disaster declarations, in addition to those made by the Federal Emergency Management Agency, to trigger an opportunity for eligible entities to apply for assistance. The newly eligible situations must fit the definition of emergency or disaster situations of national significance that could result in a potentially large loss of employment, as declared or otherwise recognized by the chief official of a Federal agency with authority for the federal response to the emergency.
 - Allows circumstances where a substantial number of individuals from a disaster area relocate to another area to trigger an opportunity for eligible entities in the relocation area to apply for assistance.
 - Affirms eligibility for the grant program for self-employed individuals who become unemployed or significantly underemployed as a result of the emergency or disaster.
 - Increases the temporary employment duration from six months (under WIA) to 12 months. The Secretary of Labor may extend the duration of disaster relief employment for up to an additional 12 months.
6. **Transition of Participants.** Most of the programmatic provisions of WIOA are effective July 1, 2015. Consistent with the transition provisions described in TEGL 38-14, all WIA NEG participants enrolled at that time must be grandfathered into the DWG program under WIOA. Grantees are not to complete eligibility redetermination for participants already determined eligible and enrolled under WIA. Grandfathered participants must be allowed to complete the WIA services, either with WIA PY 13 and 14 carry-in funds that become WIOA funds or with WIOA funds. The services authorized under WIOA become available July 1, 2015 to new and existing participants. On or after July 1, 2015, grantees must make eligibility determinations for new DWG participants under the WIOA framework. All active NEG guidance not specifically rescinded by this TEGL continues to apply to DWGs, except where that guidance is inconsistent with the new Operating Guidance in Attachment II.
 7. **Submission Requirements.** ETA will accept DWG applications on a continual basis. The current process for submitting draft applications for review by Regional Offices, followed by a formal application submission, is outlined in TEN 32-10, "Revised National Emergency Grant Application Submission and Review Process". As WIOA is implemented and ETA updates the application submission process, additional information will be provided.
 8. **Inquiries.** Questions may be directed to the appropriate ETA Regional Office.
 9. **Attachments.** Attachment I: References
Attachment II: National Dislocated Worker Grant Program Guidance

Attachment I

WIOA Operating Guidance TEGL References

- WIOA (Pub. L. 113-128) Title I
- WIA (Pub. L. 105-220), Title I
- TEGL No. 19-14, *Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act*, dated February 19, 2015
- TEGL 38-14, *Operational Guidance to Support the Orderly Transition of Workforce Investment Act Participants, Funds, and Subrecipient Contracts to the Workforce Innovation and Opportunity Act*, dated June 8, 2015
- Training and Employment Guidance Letter (TEGL) No 16-03, *National Emergency Grant (DWG) Policy Guidance*, dated January 26, 2004
- TEGL No 16-03, Changes 1-5, *National Emergency Grant (DWG) Policy Guidance*
- Workforce Investment Act: National Emergency Grants – Application Procedures, Federal Register Notice, Vol. 69, No. 81, pages 23052-23081, dated April 27, 2004
- TEGL No. 17-05, *Common Measures Policy for the Employment and Training Administration's (ETA) Performance Accountability System and Related Performance Issues*, dated February 17, 2006
- TEGL No.10-09, *Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor (DOL)*, dated November 10, 2009
- TEGL 15-10, *Increasing Credential, Degree, and Certificate Attainment by Participants of the Public Workforce System*, dated December 15, 2010
- TEN 49-11, *Reporting on Attainment of Industry Recognized Credentials*, dated June 6, 2012
- TEN 32-10, *Revised National Emergency Grant Application and Submission and Review Process*, dated March 30, 2011
- TEGL 22-04, *Serving Military Service Members and Military Spouses under the Workforce Investment Act Dislocated Workers Formula Grant*, dated March 22, 2005.
- TEGL 19-08, *National Emergency Grants Funded with American Recovery and Reinvestment Act of 2009 Resources*, dated April 30, 2009
- TEGL 23-10, "National Emergency Grants Post American Recovery and Reinvestment Act of 2009 Funding Availability," dated February 4, 2011
- TEGL 28-10, *Federal Financial Management and Reporting Definitions*, dated May 27, 2011
- Information Collection Forms – ETA 9103, 9104, 9105, 9106, 9107 (OMB Control No. 1205-0439); ETA Form 9090 and the Workforce Investment Act Standardized Record Data (WIASRD) format (OMB Control No. 1205-0420); and ETA Form 9130 (OMB Control No. 1205-0461)

Rescissions

- Training and Employment Guidance Letter (TEGL) No 16-03, *National Emergency Grant (NEG) Policy Guidance*, dated January 26, 2004
- TEGL No 16-03, Changes 1-5, *National Emergency Grant (NEG) Policy Guidance*

National Dislocated Worker Grants Program Guidance

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Section 1 Introduction

The purpose of this program guidance is to provide a policy framework for National Dislocated Worker Grants (DWG) including policies, priorities, and requirements for the DWG program. The Employment and Training Administration (ETA) accepts applications within four broad categories: Layoffs, Military Service Members, Trade Impacted Workers, and Emergency/Disaster. ETA may develop additional categories and conduct limited competitions to meet particular needs of dislocated workers, and as program funding allows. In such cases, ETA will issue a separate announcement and guidance.

Section 2 General DWG Policy Framework

Description

DWGs are discretionary grants awarded by the Secretary of Labor, under Section 170 of WIOA. DWGs provide resources to states and other eligible applicants to respond to large, unexpected layoff events causing significant job losses. This funding is intended to temporarily expand capacity to serve dislocated workers, including military service members, and meet the increased demand for WIOA employment and training services, with a purpose to reemploy laid off workers and enhance their employability and earnings. Disaster DWGs provide funding to create temporary employment opportunities to assist with clean-up and recovery efforts, when an area impacted by disaster is declared eligible for public assistance by the Federal Emergency Management Agency (FEMA) or otherwise recognized by a Federal agency with authority or jurisdiction over Federal response to the emergency or disaster.

Eligible Applicants

Depending on the type of DWG being sought, eligible applicants for DWGs may include:

1. A designated state or outlying area WIOA program agency;
2. Local Workforce Development Board;
3. Entities eligible to receive funding under 166(c) of WIOA (the Indian and Native American Program provision);

4. Entities determined to be appropriate by the Governor of the State or outlying area involved; and
5. Entities that demonstrate to the Secretary of Labor the capability to effectively respond to circumstances relating to particular dislocations.

The typical applicants for each type of DWG are highlighted in the sections below.

In cases where the state is not the applicant, ETA expects that applicants will work collaboratively with their respective state workforce development agency to ensure that Rapid Response efforts are coordinated, and to assist in subsequent performance and fiscal reporting requirements where the state is responsible for data collection and report submission.

Eligible Participants

Generally, participants must qualify as a Dislocated Worker as defined under WIOA Section 3(15). Certain DWGs, such as Disaster grants, have additional eligibility criteria. Participant eligibility for each type of DWG is described in the applicable sections below.

General Program Policies

Project Start – Applicants must define the period of performance as part of the DWG application. The project start date, otherwise known as the effective date referenced in the grant award, must reasonably align with the date of the first dislocation event and the subsequent submission of the DWG application. If a start date is requested that is prior to the date of submission, it is subject to negotiation between the applicant and the Grant Officer. Generally, this date may only include activities one quarter prior to the date of award. ETA expects that the amount of funds requested to cover costs incurred prior to the application and award of the grant will be minimal. For Disaster DWGs addressing an emergency or major disaster declared by FEMA, the project start date cannot be before the disaster's incident date listed in the FEMA declaration and no costs may be covered prior to the date of the disaster declaration. For Disaster DWGs addressing other emergency or disaster situations of national significance, the project start date must coincide with the incident date as declared by the chief official of the federal agency with jurisdiction over the Federal response of the emergency of disaster situation.

Project Duration – DWG funds may be expended during the months remaining in the program year in which the award is made plus the subsequent two program years. (A program year is the twelve month period from July 1 through June 30). Generally, planned durations for DWG projects should not exceed 24 months.

Incremental Funding – ETA typically funds DWG awards on an incremental basis. The release of subsequent funding increments is based on demonstrated need, as evidenced by enrolled participants and accrued expenditures. Such accrued expenditures are monitored by ETA through the submission of quarterly ETA 9130 financial reports. Funding increments may be requested when grantee expenditures have reached 70 percent of the total DWG funds awarded. Cash disbursements from the Federal level via the Payment Management System (PMS) to grantees, which are tracked in real time, may also be used to verify the usage of funds between quarterly reporting periods. Further guidance on financial management and reporting definitions are provided in ETA TEGL 28-10, "Federal Financial Management and Reporting Definitions",

which will be updated to include changes affected by the release of the Uniform Guidance at 2 CFR Part 200 and the DOL exceptions at 2 CFR Part 2900.

For Disaster DWGs, the initial incremental award is generally one-third of the total “up-to” amount approved. This allows the state to enroll DWG participants and begin project implementation while completing an assessment of the needs of the affected community and developing a complete (“Full”) application. The initial incremental award may also take into account the state’s experiences with past disaster NEG, as applicable. For Disaster DWGs, additional increments may be requested after the submission of the Full Application and when the grantee has expended 70 percent of the initial award.

Supplemental Funding – If a DWG project’s funding requirements surpass the approved award amount, a grantee may request supplemental funding to complete the project. As with the release of incremental funding, the award of supplemental funds is based on demonstrated need, as evidenced by enrolled participants and accrued expenditures. Generally, ETA expects a 70 percent expenditure rate to be met before it will award supplemental funding. Cash disbursements from the Federal level to grantees, which are tracked in real time, may also be used to verify the usage of funds between quarterly reporting periods. Additionally, the grantee must provide an explanation/justification for additional funding that addresses the changes in project requirements that exceeded the initial planning assumptions.

Performance Goals – State performance goals for the Dislocated Worker formula program serve as a basis for each DWG’s performance goals. ETA negotiates with states to determine acceptable performance targets for the Dislocated Worker program, including use of regression adjusted targets. These goals will be utilized for DWGs unless applicants request additional considerations in setting performance targets for an individual grant. Native American Program section 166 applicants should use goals established for that program as a basis for DWG performance targets. Goals approved in the application serve as final performance targets.

Reasonable Costs – DWGs are subject to the Uniform Guidance: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 and OMB’s approved exceptions for DOL at 2 CFR Part 2900, which require that costs must be reasonable, necessary, and allocable.

The decision making process for determining whether a cost is allowable to a grant includes evaluating necessity, reasonableness, and allocability. For a cost to be allowable, it must first be determined as necessary to carry out the goals of the grant. Necessary means the cost is required in order to carry out the requirements of the grant or needed for the proper & efficient operation of the grant. After the decision of necessity, reasonableness must be evaluated. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. Additional guidance on the allowability, reasonableness and allocability of costs and other factors to be considered in determining allowability can be found at 2 CFR 200.402-4011.

Additionally, ETA will assess the overall cost per participant. While this is not a stand-alone metric, it may provide a baseline measure for reasonableness when assessed in conjunction with other components of the DWG's proposed implementation. The following assessments may be done for the cost-per-participant analysis:

- The cost per participant may be assessed against the cost per participant of previously awarded DWGs similar in size, scope, and geographic area served. In general, DWG projects should offer services comparable to the services received by individuals being served by the State's DW Formula fund program. If the proposed project has a cost per participant which is significantly higher than similar DWG projects, or higher than the average Dislocated Worker formula fund cost per participant, the applicant may be required to submit additional narrative to justify the proposed costs.
- The cost per participant for each DWG-funded service must reflect the scope of the project, based on the number of participants receiving each service, and the types of services provided. In particular, training or supportive services costs that exceed the costs of similar past DWG projects are subject to additional scrutiny, and may also require the submission of additional narrative to justify the proposed costs.

Disaster projects' cost per participant generally are not compared to formula fund costs, but may be evaluated for reasonableness, including through elements of the cost per participant analysis described above.

Administrative Costs – In general, an entity that receives a grant to carry out a DWG program or project may not use more than 10 percent of the amount of the grant to pay administrative costs associated with the program or project. If the state is the grantee and one or more local areas operate the DWG program, the state may retain up to five percent of the award amount for administrative costs and the project operator(s) may retain up to 10 percent of the award amount (for a total of 15 percent). Administrative costs may be negotiated with the applicant. If the direct recipient/grantee is also the project operator, the administrative cost limit is 10 percent.

For grants that are incrementally funded, the administrative limitations apply to each increment. Administrative costs are defined in sec. 3(1) of WIOA. The Grant Award terms and conditions will specify the limitation of administrative costs.

Waivers – Grantees who seek to apply one or more of the waivers that have been approved for formula WIOA program(s) must submit a request to apply the waiver to the DWG, either in the initial application, or in a subsequent grant modification. DWG applicants should also include a copy of the relevant waiver approval letter(s) addressed to the Governor as an attachment to the DWG application or modification request. Typically, if a WIOA waiver is approved for a state, it then may be applied to DWGs.

The process for requesting a WIOA waiver is separate from the DWG application process and will be addressed through separate guidance. There are some components of Disaster DWGs that are not subject to the waiver authority authorized in WIOA, including the limitation on the length of temporary disaster relief employment. Submit questions on waivers to the WIOA waiver point of contact in the National Office or ETA Regional Office.

Veterans' Priority – DWGs are subject to the provisions of 38 U.S.C. 4215, which provides priority of service to veterans and eligible spouses in all Department of Labor-funded job

training programs. DWG participants who are also veterans will receive priority of service for training made available under DWGs as described in TEGL 10-09, which provides guidance on implementing priority of service.

Consistent Services – On projects with multiple regional, local, or state project operators, ETA will award the grant to the entity designated as grant recipient. The project should be designed to operate under a consistent set of service policies. An agreement must be executed among all of the involved eligible applicants and the agreement must designate one of the entities to be the grant recipient, as well as identify the service policies and procedures that will apply.

Section 2a

Dislocated Worker Grants for Layoffs

Description

The Secretary of Labor is authorized to award DWGs to eligible entities where the State or local board has expended formula funding and the eligible entity can demonstrate the need for additional funds to provide employment and training assistance to workers affected by major economic dislocations. These DWGs provide direct services and assistance to dislocated workers. Major dislocation events generally are defined as layoffs of 50 or more individuals, as well as additional criteria described in this section.

Qualifying Layoff Events

Mass Layoff or Closure – Layoffs at one or more companies where the dislocation from each company impacts 50 or more workers. If at least one company has a large layoff of 50 or more workers, companies with smaller layoffs may be included if the primary layoff caused or contributed to the smaller layoffs.

Industry-Wide Layoffs – Multiple company layoffs from companies in the same industry as determined by the two-digit code level in the North American Industrial Classification System (NAICS). Layoffs of less than 50 workers may be included in an industry-wide DWG application when at least one company of 50 or more is included in the application and the additional companies are in the same NAICS two-digit code level.

Community Impact – Multiple small dislocations occurring over a period of up to twelve months that have significantly increased the total number of unemployed individuals in a designated regional or local workforce area. Community impact grants typically serve rural areas where the employer base is predominantly smaller companies with less than 50 employees each, and where layoffs may not meet the definition of “mass layoffs” above. The project must have a total of 50 impacted workers.

Eligible Applicants

Entities as described below are typically eligible to apply for Layoff DWGs. Eligible applicants include:

1. A designated state or outlying area WIOA program agency
2. A state or local Workforce Development Board

3. An entity eligible for funding through the Native American Programs (WIOA Section 166(c))

Eligible Participants

Dislocated workers are eligible participants for Layoff DWGs. Generally, a dislocated worker is an unemployed individual who had previous attachment to the workforce and was laid off. Previously self-employed individuals as well as temporary or contract workers impacted by a plant closure or a layoff are also eligible. For a full definition of dislocated worker eligibility, see WIOA Section 3(15). Governors and local boards have the authority to establish policies and procedures for frontline staff to determine dislocated worker eligibility.

Certain individuals that have served National Guard active duty are eligible as described under WIOA section 170(c)(2)(A)(iv) and Section 2b of this guidance.

BRAC Eligible Participants

Where military installations are intended to be closed or realigned through a formal Base Realignment and Closure (BRAC) process, eligible impacted individuals may be served with DWG funds. Civilians employed at a military installation (employed by the Department of Defense or the Department of Energy) that is being closed or that will undergo realignment are eligible participants. Department of Defense contractors who are employed in non-managerial positions, and who are determined to be at risk of termination as a result of reductions in defense expenditures, are also eligible. In the event of an announcement of a new round of BRAC activities, ETA will issue specific guidance for DWG applications reflecting the requirements of the BRAC law. If there is a military installation or closure not specific to a BRAC action, applicants should follow eligibility guidelines for Layoff DWGs.

General Policies: Layoff DWGs

Timing of Application – Applications should be submitted within 120 days of a qualifying layoff event to facilitate the timely delivery of reemployment services to the affected workers. The targeted participants are eligible for assistance upon notification of layoff (receipt of an individual layoff notice or the date of the company's layoff announcement), or the date of the layoff itself.

Applications may be submitted under "emergency" status for a mass layoff event without notice to workers, such as an unannounced facility closure or other unexpected events such as the destruction of a place of employment due to a fire. The emergency application must be submitted no later than 15 days after the event occurs. A full application must be submitted within sixty business days following the date of award. After that time, applicants should have access to data to support a full application.

Rapid Response Information – Rapid Response and other early intervention strategies for assisting dislocated workers should be deployed as soon as the government entity has information that workers are going to be laid off. Effective strategic planning through Rapid Response and other sources will contribute to positive employment and earnings outcomes for dislocated workers, and is a critical tool in the development of service strategies to support DWG applications. Assessments, demographic information, and interest in services should be collected

through surveys or other mechanisms. These data provide a rationale for enrollment estimates and justify that proposed grant activities will meet the needs of the participants.

Formula program expenditure rates – To demonstrate the need for additional funds, states and outlying areas should expend at least 70 percent of the prior program year's total DW formula funds (including Rapid Response and carry-in) in order to request DWG funding. This expenditure threshold demonstrates that the state has maintained an adequate rate of expenditures on services for dislocated workers, and that the available funds are not sufficient to provide the services for the proposed DWG. This expenditure threshold is also utilized for local board applicants. The expenditure threshold does not apply to Native American Program entities. For Disaster DWGs, the expenditure threshold does not apply to the temporary jobs component. ETA uses financial reports (ETA 9130 form) to verify expenditures of the DW formula funds of the prior program year. Cash disbursements from the Federal level to grantees, which are tracked in real time, may also be used to verify the usage of funds between quarterly reporting periods.

Adding layoff events – The modification request to add employers to a DWG project not included in the initial grant award should generally be submitted within the same program year in which the grant award was made. Rarely is it permissible to add employers outside the program year of award. If the addition of new employers results in a change in scope to the DWG project, such additions may be prohibited by federal appropriations law. Grant recipients must administer DWG projects for the original purpose under which the funds were awarded.

Allowable Grant Activities

Career Services – Career services, as defined in WIOA section 134(c)(2), are allowable and may include outreach, intake, labor exchange services, initial and comprehensive assessments, referrals, provision of labor market information, provision of information on eligible training providers, and provision of information on the availability of supportive services.

Training Services – Training services, as defined in WIOA section 134(c)(3), are allowable and may include occupational training, on-the-job training, entrepreneurial training, customized training, and transitional jobs as defined in WIOA section 134(d)(5). For on-the-job training, DWG funds may be used to reimburse up to 50 percent of the wage rate for on-the-job training participants, and up to 75 percent if certain criteria are met as outlined in 134(c)(3)(H). The use of DWG funds for training are subject to the limitations or requirements as applicable to the Dislocated Worker formula program delineated in WIOA and its implementing regulations.

Transitional jobs provide subsidized work experiences and are an allowable training service for DWG participants. Ten percent of the awarded funds for a DWG project may be used for transitional jobs. WIOA Sec. 134(d)(5) sets an expenditure cap on transitional jobs of ten percent of the amount of funds provided to a local area to carry out the Adult and Dislocated Worker programs in the area for a program year. This requirement is extended to DWGs.

Supportive Services - Supportive services, as defined in WIOA section 134(d)(2), are allowable for DWG participants receiving career services and training services. The use of DWG funds for supportive services is subject to the requirements delineated in WIOA and the implementing regulations.

Needs-Related Payments (NRP) - NRPs, as defined in WIOA section 134(d)(3), are allowable for DWGs to enable participants to participate in training services. NRPs offered in a DWG must adhere to state and/or local area policies and procedures that are in place for all customers, and may not be specifically created for DWG participants. Applicants for DWGs must include a copy of the applicable NRP policies as part of the grant submission.

If unemployed dislocated workers receiving DWG services are not able to meet the 13 week deadline for enrollment in training requirement at WIOA section 134(d)(3)(B), due to a lack of formula or DWG funds, these individuals are still eligible for needs-related payments if they are enrolled in training by the end of the sixth week following the date of the DWG award.

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| Section 2b: | Dislocated Worker Grants for Dislocated Service Members |
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Description

DWGs may provide assistance to areas where there is a higher-than average demand for employment and training activities from dislocated military service members and certain spouses that exceeds state and local resources for providing such activities.

Qualifying Layoff Events

Higher than Average Demand - Assisting military service members with the transition from military service to the civilian workforce is a priority. Generally, it is expected that existing WIOA formula funds are available to provide transition assistance for veterans. These services are provided in coordination with resources made available through the Jobs for Veterans State Grants Program and transition assistance programs administered by the Department of Defense and the Department of Veterans Affairs, as well as the Transition Assistance Program (TAP) administered by the Department of Labor's Veterans Employment and Training Service. In communities experiencing a higher than average demand for services, DWG resources are available to meet that need.

To demonstrate higher than average demand, applicants must draw from administrative data sources to document unemployment levels among veterans within a local area for the current quarter, compared to the same quarter one year ago. Appropriate sources of data include workforce data, unemployment include Unemployment Compensation for Ex-service members (UCX) data, or Transition Assistance Program (TAP) data. Dislocation events also qualify for DWGs when there are 50 or more recently separated veterans within 48 months of separation, as defined in WIOA section 3(63)(B). Service members with notification before separation may be included in these calculations. States are well-positioned to work with bases to determine the expected number of service members that will seek employment and training assistance from the workforce system. Local board applicants and WIOA section 166 Native American Program applicants should coordinate with states to obtain data to determine the demand from military service members for employment and training services.

Eligible Applicants

Entities as described below are typically eligible to apply for Dislocated Service Member DWGs.

Eligible applicants include:

1. A designated state or outlying WIOA program agency
2. A state or local Workforce Development Board
3. An entity eligible for funding through the Native American Programs (WIOA Section 166(c))

Eligible Participants

- Dislocated members of the Armed Forces (service members who are transitioning to the civilian workforce) as defined in TEGL 22-04 "Serving Military Service Members and Military Souses under WIA Dislocated Worker Formula Grants".
- Recently separated veterans who are within 48 months of discharge or release as defined in WIOA Section 3(63)(B).
- Spouses of members Armed Forces on active duty if they: (1) Have experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of the member of the Armed Forces; or (2) are unemployed or underemployed and experiencing difficulty obtaining or upgrading employment.
- A member of the Armed Forces who:*
 - Was on active duty or full-time National Guard duty and is involuntarily separated, or is separated under section 1174A or voluntarily separated under section 1175 of Title 10 of the United States Code;
 - Is not entitled to retired or retained pay incident to the separation; and
 - Applies for employment and training assistance within 180 days of separation.

*Note: this population is also eligible under a regular Layoff NEG. Active duty means "full-time duty in the active military service of the United States," including "full-time training duty, annual training duty, and attendance, while in the active military service, at a school designated as a service school by law or by the Secretary of the military department concerned." 10 U.S.C. 101(d)(1). Full-time National Guard duty means "training or other duty, other than inactive duty, performed by a member of the Army National Guard of the United States or the Air National Guard of the United States in the member's status as a member of the National Guard of a State or territory, the Commonwealth of Puerto Rico, or the District of Columbia . . . for which the member is entitled to pay from the United States or for which the member has waived pay from the United States." 10 U.S.C. 101(d)(5).

Allowable Grant Activities

The policies described in "Section 2a: Dislocated Worker Grants for Layoffs" above are applicable to Dislocated Service Member DWGs. Participants should use services and benefits funded through veterans' programs first, such as relocation assistance, before utilizing DWG-funded services. Applicants should describe how the project will be coordinated with other veterans' services and avoid duplication.

All of the policies described in “Section 2a: Dislocated Worker Grants for Layoffs” above are applicable to Trade Adjustment Assistance (TAA) DWGs. Each of the Layoff DWG types can serve as a TAA DWG project if any of the participants are TAA certified. The following specific criteria apply to TAA DWGs.

Description

The primary purpose of a TAA DWG project is to provide dislocated workers certified as eligible for TAA with a full range of reemployment services in cases where such services are not available through the TAA program and cannot be provided with the state’s WIOA Dislocated Worker formula funds, as those funds are insufficient to cover such services. These services are often referred to as wraparound services. TAA DWG projects are intended to supplement TAA funded services with DWG-funded services to meet the reemployment needs of the affected workers.

Qualifying Layoff Events

TAA-certified workers include workers in a certified group employed by a firm that produces articles (a “primary firm”), a certified group employed by a firm that produces and supplies component parts for a primary firm (a “supplier”), and a certified group employed by a firm that provides additional, value-added production processes (a “downstream producer”) for a primary firm. TAA DWG funds may be requested to provide assistance for layoffs at one or more companies, which include primary firms, suppliers or downstream producers, as long as the layoff impacts 50 or more workers and at least one worker group employed by the companies has been certified as TAA-eligible by the Department or has a TAA petition investigation pending.

If the project for which funds are requested includes workers of more than one employer, only one of the companies is required to have workers in a TAA-certified group or have a TAA petition determination pending for a group of its workers. The companies whose workers are not TAA-certified or the subject of a TAA petition under investigation may be included in the TAA DWG project.

Eligible Applicants

Applicants for TAA DWGs must be the state workforce agency designated by the Governor to receive WIOA Dislocated Worker formula funds.

Eligible Participants

In order to be eligible to receive services through a TAA DWG project, all participants must meet the definition of a dislocated worker as defined in WIOA Section 3(15). A subset of participants in a DWG project must be part of a worker group certified as eligible to apply for TAA benefits, and are in need of services not provided by the TAA program. Participants eligible for TAA must meet the eligibility requirements of the TAA program in order to receive TAA program benefits. Those individuals who are not eligible for TAA may be included in the DWG project and are eligible to receive the full array of DWG services.

General Policies: TAA DWG

Expenditure Requirements - In addition to the requirement that state agencies applying for DWG funding meet the 70 percent expenditure threshold for the prior year of their DW Formula funds, ETA will also review the state's expenditures for the TAA program. The collective assessment of the expenditure patterns in both programs assists ETA in determining the reasonableness of the state's DWG funding request and to ensure the state has adequate TAA training funds available.

Pending TAA Petition Investigations - State agencies may apply for TAA DWG funds to assist workers for which a petition for TAA eligibility is pending (under investigation), so that the duration of unemployment is minimized and dislocated workers receive the skills training needed for available jobs. The cost of training may shift from DWG to the TAA program at the next logical break in training for grant project participants who become eligible for TAA and whose training is approved under the TAA program. Under those circumstances, new accrued expenditures would shift from DWG to TAA. If a TAA petition is denied after a DWG award, the grantee must request a modification to adjust the DWG budget and plan accordingly. Projected grant project participants who are not eligible for TAA may receive the full array of DWG services, including DWG-funded training.

Coordination of Funding Sources – TAA DWG projects and TAA program funds must be managed in a coordinated manner to best meet the needs of the workers while abiding by all applicable statutes, regulations and federal policies. The Trade Act, as amended, contains provisions allowing the costs of a training program approved under the Act to be paid by TAA funds or from other sources, but does not allow duplication of payment of training costs. Those authorities and restrictions are spelled out in 20 CFR 617.25(b). Under certain circumstances, the costs of training may be shared, but such an arrangement must not authorize reimbursement from TAA funds of any training costs that were incurred before a participant was certified and determined individually eligible for TAA and that training was TAA-approved. Additionally, the TAA Governor-Secretary Agreement, Section D, requires that the TAA program will be the primary source of assistance to adversely affected workers covered by a certification and that to the extent adversely affected workers covered by a certification enrolled in the TAA program require assistance or services not authorized under the TAA program, or for which TAA program funds are unavailable or insufficient (including for required employment and case management services), such assistance will be made available through the one-stop delivery system. This provision includes services provided by TAA DWGs.

Allowable Grant Activities

Career and Supportive Services – The primary purpose of TAA DWG projects is to provide TAA-eligible dislocated workers with Career and Supportive Services that are not available through the TAA program, or when state TAA or formula Dislocated Worker program funds are not authorized or sufficient to provide such services. These services include providing supportive services relating to child care, transportation, dependent care, housing assistance, and need-related payments, and may also include career services such as conducting comprehensive assessments, developing individual employment plans, providing on-going and post-training case management, and providing other Career and Supportive Services as authorized by WIOA that are necessary to enable an individual to participate in training. TAA generally provides case

management and employment services, training, job search, and relocation allowances for workers covered by a certified petition. Career and Supportive Services authorized by WIOA may be provided with the TAA DWG funds.

Training - Grantees must ensure that each individual reemployment plan is developed in concert with the worker and is signed by the worker (including training, as appropriate). Participants who are certified as eligible for TAA may receive DWG-funded training otherwise provided under TAA under limited circumstances, the details of which must be explained in the narrative of the application. These circumstances are:

- a. If TAA-eligible participants are unable to begin a training program immediately as required, the DWG may fund training for a limited time period. Systems must be in place to seamlessly accommodate a change in the funding of training, as appropriate. In this instance, any training proposed with DWG funds to TAA-eligible workers must be delivered through a training provider eligible under both the TAA and the WIOA program requirements, and the training must be approvable under the TAA program.
- b. When a TAA petition has been filed by or on behalf of a group of workers but a determination of group eligibility has not been made, DWG funding may be used for training in the short-term until an affirmative decision is rendered after a completed TAA investigation, and the state agency operating the TAA program as an agent of the Department determines the worker's individual eligibility and approves the training. Again, systems must be in place to seamlessly accommodate a change in the funding of training, as appropriate after TAA program approval is obtained. Training may be modified by the TAA program to allow a worker additional training under the TAA program in order to meet retraining needs as indicated in individual reemployment plans. Such a participant may remain enrolled in DWG/WIOA and the TAA program as the individual may need continued career and supportive services through the DWG.
- c. In the event that state TAA funds are not available at a sufficient level to provide training to the affected workers, DWG funds may be requested to provide training when the state also demonstrates that WIOA DW formula funds are limited. States must also determine if TAA Reserve Funds under the Trade program are available and apply for such funds, in order to receive additional TAA funding. Any training proposed to be provided with DWG funds to trade-eligible workers must qualify and be approvable under both the trade and WIOA programs, and must be in accordance with 20 CFR 617.25(b)..

Note: DWG-funded Career and Supportive services are subject to the limitations and requirements delineated in WIOA and its regulations and guidance; these may not be adjusted to match TAA levels when the individuals are subsequently deemed TAA-eligible DWG participants.

Description

Disaster DWG projects create temporary jobs for eligible individuals to assist with clean-up, recovery, and humanitarian efforts in areas impacted by disasters or emergency situations as outlined in Section 170(d)(4). These projects also provide funds for employment and training services where needed, to help impacted individuals return to full employment as quickly as possible.

Qualifying Events

DWG funds are available to assist with clean-up and other activities under three circumstances:

1. Emergencies and major disasters, as defined in paragraphs (1) and (2) of section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, which are declared eligible for public assistance by the Federal Emergency Management Agency (FEMA). Public Assistance is a specific eligibility term used by FEMA in designation of disaster areas.

Applications must include a copy of the FEMA declaration, as well as amended FEMA declarations as the project is implemented, confirming that the counties targeted for DWG-funded clean-up activities are eligible for FEMA Public Assistance. States awaiting FEMA declarations may submit a Disaster DWG application if the governor of a state has formally requested such a declaration. However, final FEMA declaration determinations are required before a grant *award* is made. An emergency declaration by the governor of a state is not sufficient to receive funding assistance.

2. Federal agency declarations, other than FEMA, are eligible for DWG assistance. These must fit the definition of emergency or disaster situations of national significance that could result in a potentially large loss of employment, as declared or otherwise recognized by a Federal agency. Federal declarations from the Department of Commerce and the Small Business Administration are examples of eligible federal declarations.

Applications must include the following information: 1.) Name of the federal agency declaring the emergency event/disaster; 2.) Date of the emergency or disaster; and 3.) Other pertinent information, as defined in DWG application tools and technical assistance.

3. Circumstances where a substantial number of individuals, defined as 50 or more, relocate to another area from a disaster area.

Eligible Applicants

All Disaster DWG applications must be submitted by the state agency or outlying area designated by the Governor to receive WIOA Dislocated Worker formula funds or by an organization eligible for funding through the Native American Programs (WIOA Section 166(c)). This agency or organization will be the grantee, as well as the fiscal agent responsible for the appropriate allocation of funding to the affected areas.

States may subgrant funds to local boards and/or may expend such funds through public and private agencies and organizations engaged in such projects. States are expected to be able to deobligate and reobligate funds to affected areas and service providers quickly in order to ensure the funds are where they need to be in order to fulfill the purposes of this grant and to ensure that workers needing assistance are receiving it.

Eligible Participants

Participants must be determined eligible as defined in WIOA Sec. 170(d)(2). The following eligibility requirements apply to the following individuals residing within the declared disaster area, or who are forced to relocate due to the disaster or emergency event:

1. Individuals who are temporarily or permanently laid off as a consequence of the disaster;
2. Other eligible dislocated workers as defined in WIOA Section 3(15);
3. Long-term unemployed workers, as defined by the state; and
4. Self-employed individuals who become unemployed or significantly underemployed as a result of the emergency or disaster.

Outreach efforts should emphasize workers who lost employment as a result of the disaster. Veterans' preference applies within these eligible groups.

Allowable Grant Activities

Temporary Jobs - Disaster DWGs provide funding for the creation of Disaster Relief Employment, or temporary jobs, which are restricted to the following activities:

1. Clean-up and recovery efforts including demolition, repair, renovation and reconstruction of damaged and destroyed structures, facilities and lands located within the disaster area and in offshore areas related to the emergency or disaster.
2. The distribution of food, clothing, and other humanitarian assistance for disaster victims.

DWG funds allocated for wages should cover the activities related to humanitarian work and must not cover the actual humanitarian aid itself. Humanitarian assistance includes actions designed to save lives, alleviate suffering, and maintain human dignity in the aftermath of emergencies.

Career and Training Services – DWG projects provide Career and Training services for those grant participants already enrolled in the temporary jobs component of a Disaster DWG project, who are unlikely to return to their prior employment. DWG funds may provide employment and training services concurrently with participation in the temporary jobs component. The state must have met the expenditure threshold (70 percent of the prior program year's DW formula funds) in order to request Career and Training services for a Disaster DWG. Clean-up and recovery activities take precedence when offered in conjunction with Career and Training activities.

Disaster DWGs for emergencies or disaster situations of national significance that could result in a large loss of employment, but which may not cause physical damage, are authorized to provide Career and Training services only, depending on the circumstances of the specific event.

Generally, Disaster grants serving individuals relocated from a disaster area will provide Career and Training services as the primary service, because participants are relocated outside of the disaster area. These grants may also include disaster relief employment or humanitarian assistance.

Supportive Services - For Disaster DWGs, supportive services are allowable for participants to participate in disaster relief employment and Career and Training services, including reimbursement or payment for such costs as child care and transportation to and from the job site.

Temporary Jobs Policies

Limit on Temporary Job Duration – A participant may hold a temporary job for no longer than 12 months or 2,080 hours. If clean-up work remains in the project even after the participants reach their temporary employment limit, generally the state must bring in additional new eligible workers to replace those who have worked 12 months. It is possible for individuals to be cycled in and out of the project for longer than 12 months, with participants working intermittently over an extended time period that does not exceed 2,080 hours. Grantees may submit a modification request to extend an individual's disaster relief employment for up to an additional 12 months.

Participant Wages – Participants in a Disaster DWG temporary jobs project must be paid the higher of the Federal, state, or local minimum wage, or the comparable rates of pay for other individuals employed in similar occupations by the same employer. In accordance with WIOA Section 181(a)(1)(A), generally, participants shall be compensated at the same rates, including periodic increases, as employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills, and such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law. Fringe benefits should be paid in accordance with the policies of the employer of record.

Where the local project operator or another approved worksite employer hires temporary workers for positions for which wage levels have not been established and supervision of the temporary workers is performed by another agency, the agency performing the supervisory responsibilities could be considered the worksite employer for purposes of determining the appropriate wage for the temporary worker. In such a case, the temporary worker's wage could be established based on similar or same work performance by employees of the worksite employer.

Grantees must ensure that the DWG funding allocated for wages of the temporary workers is appropriately apportioned to only the entities approved as official employers of record for the Disaster DWG project. The employers of record for temporary workers are limited to public entities, not-for-profit organizations, and private for-profit entities such as outplacement or staffing agencies.

Worksite Selection – The geographic areas where the worksites are located must be located in the geographic area covered by a FEMA declaration eligible for public assistance or within the area subject to another Federal agency's declaration of an emergency or disaster situation of

national significance. Grantees must prioritize the worksites for temporary jobs so that the highest priority is given to public facilities which have been most severely damaged, consistent with the strategic plans of the community.

Generally, worksites will be limited to public and private non-profit facilities. Under certain circumstances, work on private property is authorized to the extent that it achieves a greater positive benefit for the workers and the community being assisted. Work on private property must meet the requirements outlined below.

1. Clean-up activities on private property may be performed by grant participants if workers from units of general local government are also:
 - a. authorized to conduct such work; and
 - b. perform such work.
2. As determined by the extenuating circumstances of the disaster for which Title I funds are being provided, repair and restoration activities are authorized on the private property of economically disadvantaged individuals, under the following specific conditions.
 - a. Work can only be performed on the homes of economically disadvantaged individuals who are eligible for the federally-funded Weatherization program; and
 - b. Work may be performed on private land or homes of such individuals if the non-WIOA employees of the employing unit or state or local government workers are authorized to do the same work and are in fact engaged in performing the work using non-WIOA funds; and
 - c. Work on private land or buildings is performed to remove health and safety hazards to the larger community; and
 - d. The work is limited to returning a home to a safe and habitable level -- not to make home improvements; and
 - e. Priority is given for service to the elderly and individuals with disabilities; and
 - f. WIOA funds cannot be used for the cost of materials to do repairs; and
 - g. Work must be disaster-related and not related to general home improvements authorized under the Federal Weatherization program; and
 - h. Work is coordinated with or supervised by the local agency responsible for the Federal Weatherization program.

General Policies: Disaster DWGs

Emergency Application – Generally, an initial request for Disaster DWG funding is made in an abbreviated Emergency Application to facilitate timely delivery of DWG assistance in response to a disaster event. Emergency applications for Disaster DWGs should be submitted within 15 days of the qualifying Federal Agency or FEMA declaration. States submitting after the fifteenth day must provide a reasonable justification for the late submission, or submit a full application.

Full Application – Within sixty business days following an award of Disaster DWG funds requested via an Emergency Application, the grantee must submit a Full Application via the DWG electronic application system. The system will generate the applicable screens to collect additional information pertaining to the budget and implementation plan for the disaster DWG project. In addition, grantees must provide information including a list of worksites in the counties where the work will be performed, job titles of each of the temporary jobs associated with those worksites, and the amount of funds allocated to each county being served under the

projects. The grantee is required to submit additional information per conditions of the initial DWG award.

Coordination with Emergency Management Agencies – In an effort to ensure non-duplication of services and maintenance of effort requirements, the State must coordinate the activities funded under a disaster DWG with those funded by and/or performed under the auspices of FEMA. Disaster DWG grantees should also coordinate where applicable with the appropriate organizations, including state emergency management agencies and other federal response agencies, to ensure a comprehensive response and to prevent duplication of services. The website www.disasterassistance.gov provides additional resources.

Obtaining Equipment – FEMA or other federal, state, or local agencies provide assistance in obtaining equipment needed for temporary jobs participants to conduct clean up, renovation, restoration, and other allowable activities. In situations where the state is unable to obtain funding or equipment from another source, DWG funds may be used to lease or buy necessary equipment for worksites where Disaster DWG participants are employed to support clean-up and recovery activities. Purchase of equipment is subject to prior approval and disposition requirements in 2 CFR 200 and 2 CFR 2900.

A grantee must request approval for all equipment purchases with a cost of \$5,000. Equipment at 2 CFR 200.33 is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. When obtaining equipment, grantees are advised to follow the appropriate procurement procedures as defined by state procurement policies; subrecipients, unless a state government, must follow the procurement requirements in 2 CFR 200.

Grantees must summarize equipment purchases in the application and subsequent modifications. The grantee may use the following methods to request approval for equipment purchases. Each method requires that the grantee identify the type of equipment, the required quantity of each type, the estimated price per unit, and a brief justification for the type and quantity of heavy equipment requested:

1. The applicant may request the purchase in the Emergency Application;
2. The applicant may request the purchase in the Full Application; or,
3. The grantee may request the purchase in subsequent modification requests to the disaster DWG.
 - a. If the grantee finds it necessary to make an urgent modification request for equipment purchases, states may send an email directly to the Grant Officer in the Regional Office, with a copy to the associated Federal Project Officer in the Region. Note, ETA will not approve requests emailed before the initial DWG award.

Endangered Species/Habitats Protection – In order to ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects in which participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. NEPA and ESA require DWG projects to either affirm with the Fish and Wildlife Service (FWS) that there are no endangered species or habitats within the

project area, or to consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. To contact a state FWS field office visit <http://www.fws.gov/offices/>.

Health and Safety Standards – In all DWG projects, Federal and state standards, otherwise applicable to working conditions of employees, apply to the working conditions of participants. Where a participant is engaged in activities not covered under the Occupational Safety and Health Act (OSHA) of 1970, as amended, the participant shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions that are unsanitary, hazardous, or dangerous to the participant's health or safety. Health and safety standards must be followed as outlined in WIOA Section 181(b)(4). Additional information and local contacts can be found at OSHA's website: www.osha.gov

Section 4

Reporting and Post-Award

Performance and Fiscal Reporting

Applicable Performance Measures – To satisfy reporting requirements, states must report the characteristics, services received, and outcomes of participants served with WIOA funds, including DWGs. Such information is necessary to determine the success of these investments. Performance measures as described in WIOA Section 116 apply to the DWG program.¹ If a grantee is not a state, ETA will work with the grantee to determine accessibility options to wage records, in order to verify outcomes.

Reporting – To ensure ETA is able to assess the success of DWGs and other WIOA programs, the collection of accurate data is a critical component of financial and performance accountability. The data collected on program activities, participants, and outcomes are used for program management, and to convey information on the performance of workforce programs to policymakers and stakeholders. The required reports for DWG grantees include quarterly reporting requirements under WIOA, a DWG quarterly report, and the quarterly ETA 9130 financial report.

- Individual record file submission (currently the Workforce Investment Act Standardized Record Data (WIASRD) Quarterly Submission). Note this requirement is described in more detail below.
- ETA 9090 – WIA Quarterly Report which is generated automatically with quarterly individual record file submission
- ETA 9130 – U.S. DOL ETA Quarterly Financial Status Report
- ETA 9104 – Quarterly Performance Report (QPR)

Individual Record Submission – The quarterly WIASRD submission is the means for calculating individual participant performance outcomes as well as performance for the DWG. Grantees will continue reporting DWG participants in the current WIASRD until new performance reporting requirements are approved and the system is revised to reflect WIOA requirements.

¹ Section 116 of WIOA does not go into effect until July 1, 2016. Until then, grantees will continue reporting on the WIA performance measures in the current Workforce Investment Act Performance Management System until new performance reporting requirements are approved and the system is updated

Grantees must submit an individual record file quarterly on all participants and exiters. DWGs who are also co-enrolled through an additional WIA/WIOA funding stream should utilize a common exit (i.e. when the participant has completed all partner services).

All relevant data elements on the individual record layout must be completed. Grantees must identify participants enrolled in a DWG project as persons receiving assistance with DWG funds and enrolled in DWG projects. In order to ensure that each DWG participant is appropriately recorded and tracked to a DWG project, the project number must be captured in WIASRD element 923 and 924. Each DWG has a four-digit project identifier to be entered for DWG participants, which will ensure that each DWG participant is recorded and tracked to a DWG project. This number is identified in the DWG Grant Award Letter, and is generally the state code and the numeric figure immediately following it (e.g. AK01). Grantees must record services provided through a NEG Disaster grant in WIASRD data element 1402 "Received Services Through a Disaster NEG"

Post-Award Policies

Grant Modifications - Modifications are formal changes made to an awarded grant project. Grantees must submit modifications to request changes to the budget and project plan which address changing circumstances affecting the project's implementation. Modifications for DWGs are also submitted to respond to the terms and conditions of a previous award, and to request additional incremental or supplemental funding. Modifications must follow the Uniform Guidance. Additional information on the DWG modification process is contained in TEGL 17-14 "National Emergency Grant Revised Modification Process".

As with new DWG applications, grantees must request all changes requiring a grant modification through the DWG eSystem. The DWG eSystem provides grantees data fields for the specific information to be submitted, based upon the modification type.

Project Implementation Plan - Each grantee is required to develop an implementation plan to reflect the approved project design and funding parameters in the grant award. The grantee must complete the implementation plan within 60 calendar days following grant award and transmit it to the Federal Project Officer upon completion.

Deobligation Limitations - Deobligations are only possible within the program year of award. ETA generally will not consider requests from grantees to return grant funds when those requests are made outside of the program year of award. Where grantees are experiencing unforeseen issues with the ability to expend funds (for example, if affected dislocated workers are recalled following a layoff) the grantee should work with the grantee's Federal Project Officer and the Grant Officer to identify opportunities to use the existing grant funds to serve eligible participants.

Grant Close-Out Package - Grantees receive a closeout packet which includes required closeout documents. The grantee then has 90 days to complete all required closeout documents, including the closeout financial report. All outstanding terms and conditions on the grant must be resolved prior to close-out.

Other Terms - The Department may negotiate and fund projects under terms other than those specified in these DWG guidelines, where it can be clearly demonstrated that such adjustments will achieve a greater positive benefit for the workers and/or the communities being assisted.

Nedra Rodriguez

From: Giddens, Danny <dgiddens@nccommerce.com>
Sent: Wednesday, September 19, 2018 9:41 AM
To: DWS - All Staff; Andre Pettigrew - LA35 Durham; Angela Karchmer - LA41 - Gaston; Savage, Brenda; Bill Robertson - LA48 - Region C; Tammy Childers - LA40 - Eastern Carolina; Chris May; Chris Rivera; Danielle Frazier -LA37 - CharlotteWorks; Dave Whitmer - LA59 - Northeastern WDB; David Garrett - LA55 - Southwestern; David Hollars - LA36 - Centralina WDB; Diane Hodge - LA48 - Region C WDB; Donna Gilbert (donna.gilbert@wpcog.org); Emily Nicholson (enicholson@accog.org); Ginger Brick; Graham-Scott, Adria; James Bain LA54; Jennie Bowen LA52 - Region Q; Keith Deveraux - LA49 - High Country WDB; kparks@regionalcs.org; kschrامل@capefearcog.org; Parker, Lashauna; Matt Jeffreys (matt.jeffreys@greensboro-nc.gov); Michael Williams - LA51 - Turning Point WDB; Misty Price; Nathan Ramsey - LA61 - Mountain Area WDB; Nedra Rodriguez; Pamela Walton -LA39 - DavidsonWorks; Pat Sturdivant - LA34 - Capital Area WDB; Patricia Hammonds; Patricia Hammonds (patricia.hammonds@lrcog.org); Lillian Plummer - LA42 - Greensboro WDB; Rosalind Cross - LA60 - Triangle South; Sally Heglar; Sarah Thompson; Steve Lockett - LA48 - Region C WDB; Tammy Childers (tam28563@yahoo.com); Vincent Gilreath - LA43 - KerrTar WDB; Vickie Thomas; Wendy Johnson - LA56 - Western Piedmont WDB; Wendy Walker-Fox - LA47
Subject: Hurricane Florence Disaster Grant Submitted

Good Morning All:

This morning Division staff submitted a request for **\$18.5 million** to the US Department of Labor to address damage caused by Hurricane Florence. These funds will be used by the Workforce Development Boards to create temporary employment programs for an estimated 925 individuals in the 18 counties (see below) declared by FEMA to be eligible for public assistance. These individuals may work for public or non-profit entities in labor or humanitarian positions. As additional counties are declared eligible by FEMA, they will be added to the project.

Region Q

Beaufort

Cumberland

Cumberland

Lumber River

Bladen

Robeson

Triangle South

Harnett

Sampson

Cape Fear

Brunswick

New Hanover

Pender

Columbus

Eastern Carolina

Carteret
Craven
Onslow
Pamlico
Wayne
Duplin
Lenoir
Jones

Daniel L. (Danny) Giddens
Assistant Secretary
NC Department of Commerce
NC Division of Workforce Solutions

(919) 814-0325 office
NEW (919) 986-9056 mobile
Daniel.giddens@nccommerce.com

313 Chapanoke Road, Suite 120
4316 Mail Service Center
Raleigh, North Carolina, 27699-4316



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North Carolina Public Records Law and may be disclosed to third parties.*



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 9/24/2018

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
OCTOBER 1, 2018 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) Health Department - Budget Ordinance Amendment B190087 to recognize funds from the Division of Public Health-Chronic Disease and Injury in the amount of \$747 for Health Education

The Board is requested to approve Budget Ordinance Amendment B190087 in the amount of \$747. Funds are from the Division of Public Health-Chronic Disease and Injury. These funds will be used to provide staff training on evidence-based asthma home trigger assessments.

Please note this amendment requires no additional county funds.

2) Health Department - Budget Ordinance Amendment B190091 to recognize grant funds from the Office of Rural Health in the amount of \$150,000 for Maternal Health

The Board is requested to approve Budget Ordinance Amendment B190091 in the amount of \$150,000. This grant is from the Office of Rural Health and will be used to expand Maternal Health services and to re-establish the Baby Store.

Please note this amendment requires no additional county funds.

3) General Government Other - Budget Ordinance Amendment B190166 in the amount of \$600,000 for anticipated costs associated with the impact of Hurricane Florence

The Board is requested to approve Budget Ordinance Amendment B190166 in the amount of \$600,000. This represents the anticipated revenue from the Federal Emergency Management Agency (FEMA) and the State of North Carolina which is expected to fully cover costs associated with the aftermath of Hurricane Florence. These funds will support contracts for debris management, debris removal, and project management.

Please note this amendment requires no additional county funds.

Special Fire District Fund 220

4) Special Fire District - Budget Ordinance Amendment B190028 to appropriate fund balance in the amount of \$106,697 to supplement reduced revenue from revaluation

The Board is requested to approve Budget Ordinance Amendment B190028 to appropriate fund balance in the special fire tax fund in the amount of \$106,697. These funds will be allocated to the districts that experienced revenue reductions in the tax revaluation.

Please note this amendment requires the appropriation of special fire tax fund balance.

Emergency Telephone Fund 260

5) Emergency Telephone Fund - Budget Ordinance Amendment B190192 to appropriate fund balance in the amount of \$43,512 for computer equipment

The Board is requested to approve Budget Ordinance Amendment B190192 to appropriate emergency telephone fund balance in the amount of \$43,512. The funds are needed to purchase additional Internet Protocol Logger Licenses which will enable the communication center to have adequate licenses to record all the radio channels.

Please note this amendment requires the appropriation of emergency telephone fund balance.

REGARDING THE FOLLOWING ITEMS 6 - 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

6) Tax Administration - Budget Ordinance Amendment B191078 to re-appropriate funds in the amount of \$137,500 for tax audit fees

The Board is requested to approve Budget Ordinance Amendment B191078 to re-appropriate funds in the amount of \$137,500. These funds are for tax audits which began in FY18 and were still in process at the end of the fiscal year.

7) Emergency Services - Budget Ordinance Amendment B191177 to re-appropriate funds in the amount of \$2,500 from CSX Transportation

The Board is requested to approve Budget Ordinance Amendment B191177 to re-appropriate funds in the amount of \$2,500. This CSX Transportation grant is to purchase laptops, computers, and two tablets. These tablets may be used if the Chief's Association Communication or Emergency Services Support vehicles are deployed during a disaster. This grant was approved at the April 3, 2018 Board of Commissioners meeting.

8) Emergency Services - Budget Ordinance Amendment B190006 to re-appropriate FY18 funds in the amount of \$10,469 from the Emergency Management Preparedness Grant

The Board is requested to approve Budget Ordinance Amendment B190006 to re-appropriate funds in the amount of \$10,469 from the Emergency Management Preparedness Grant. These funds are to be used for exercises and purchase of equipment that will assist Emergency Management. This grant was approved in the FY18 budget.

9) Social Services - Budget Ordinance Amendment B191233 to re-appropriate FY18 funds in the amount of \$38,856 for items ordered in FY18 but not received until FY19

The Board is requested to approve Budget Ordinance Amendment B191233 to re-appropriate funds in the amount of \$38,856. These funds are for printers purchased in FY18 that were not received until FY19.

Capital Investment Fund 107

10) Capital Investment Fund - Budget Ordinance Amendment B190103 to re-appropriate \$147,560 remaining at fiscal year-end designated for FTCC Capital Outlay

The Board is requested to approve Budget Ordinance Amendment B190103 to re-appropriate \$147,560 remaining at fiscal year-end designated for FTCC Capital Outlay.

Workforce Development Fund 255

11) Workforce Development Fund - Budget Ordinance Amendment B190137 to re-appropriate \$1,005,447 from the two-year grants

The Board is requested to approve Budget Ordinance Amendment B190137 to re-appropriate \$1,005,447 in grant funds from FY18. These grant funds cover a two year period.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE
DIRECTOR**

DATE: 9/10/2018

SUBJECT: CONTRACT FOR ANN STREET LANDFILL GAS COLLECTION SYSTEM

BACKGROUND

The Ann Street Landfill Gas Collection System is currently operating inefficiently. The gas extraction system is not performing adequately, which impacts regulatory compliance and the ability of Solid Waste to sell landfill gas. The project includes installation of new landfill gas extraction wells, buried landfill gas piping, sumps, valves, buried air lines, pneumatic pumps and an air compressor and building.

A non-mandatory pre-bid meeting was held on August 8, 2018, in which all specialty contractors were invited to attend. The bid opening was on August 23, 2018. The lowest, responsible and responsive bid was submitted by APTIM in the amount of \$1,032,158.00. A 10% contingency is included in the contract amount.

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the recommendation listed below at its September 6, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its September 17, 2018, Board of Commissioners' Meeting:

- Accept the bids for the landfill gas collection system improvements at the Ann Street Landfill and award a contract to APTIM in the amount of \$1,032,158.00 inclusive of 10% for contingency purposes. Funding for this project is included in the County's Capital Improvement Plan (CIP).

ATTACHMENTS:

Description

Bid Tab for Solid Waste Landfill Gas Project

Type

Backup Material

CUMBERLAND COUNTY
Landfill Gas Collection System Expansion 2018
BID OPENING - August 23, 2018 2:00 PM

[illegible]



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE
DIRECTOR**

DATE: 9/10/2018

**SUBJECT: ADDITION OF FIRMS TO THE LIST OF QUALIFIED
ARCHITECTURAL/ENGINEERING FIRMS**

BACKGROUND

At the December 3, 2015 the Board of Commissioners approved the List of Qualified Architectural/Engineering Firms that could be utilized to complete professional services for the County as needed. Since that date, additional firms have approached staff to offer Statement of Qualifications (SOQs).

In the original Request for Qualifications (RFQ), the County included language that new firms could be added to the List of Qualified Architectural/Engineering Firms. New firms were defined as those firms that express an interest in working with the County and did not receive or decline an invitation to submit a qualifications package in response to the County's original request. Two firms that met the RFQ's specifications are Gradient, PLLC and Cromwell Architects Engineers, Inc.. These two firms did not submit qualifications in the original RFQ. Gradient, PLLC is a new firm, beginning in 2018. Gradient, PLLC and Cromwell Architects Engineers, Inc. are both local firms and we believe it would be in the best interest of the County to approve adding these two firms to the List of Qualified Architectural/Engineering Firms.

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the addition of Cromwell Architects Engineers, Inc. and Gradient, PLLC to the List of Qualified Architectural/Engineering Firms at its September 6, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda Item at its September 17, 2018, Board of Commissioners' Meeting.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE DIRECTOR

DATE: 9/10/2018

SUBJECT: CONTRACT FOR PARKING LOT IMPROVEMENTS AT VETERAN'S SERVICES

BACKGROUND

The Capital Improvement Plan (CIP) identified repairs for the Veteran's Services Parking lot. The project consists of removing and replacing the asphalt for the entire parking lot in which new pavement markings will be installed following placement of the new asphalt.

A pre-bid meeting was held on August 6, 2018, in which all local contractors were invited to attend. Informal bids were received on August 20, 2018 for the repairs of the Veteran's Services parking lot. The bid tab is attached. The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc., in the amount of \$135,462.23.

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the recommendations listed below at its September 6, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda Item at its September 17, 2018, Board of Commissioners' Meeting:

1. Accept the bids for the parking lot improvements at Veteran's Services Parking lot and award a contract to Diamond Constructors, Inc., in the amount of \$135,462.23.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

ATTACHMENTS:

| Description | Type |
|--|-----------------|
| Bid Tab for Veteran's Services Parking Lot Project | Backup Material |

CUMBERLAND COUNTY
CIP Veteran's Services Parking Lot Repairs
BID OPENING - August 20, 2018 4:00 PM

| | A | B | C | D | E | F |
|----|------------------------------|------------|------------|---|---|--------------|
| 1 | BIDDER | Addendum 1 | Addendum 2 | | | TOTAL |
| 2 | Barnhill Contracting Company | Yes | Yes | | | \$157,033.60 |
| 3 | Diamond Constructors | Yes | Yes | | | \$135,462.23 |
| 4 | | | | | | |
| 5 | | | | | | |
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ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE
DIRECTOR**

DATE: 9/10/2018

**SUBJECT: CONTRACT FOR PARKING LOT IMPROVEMENTS AT SPRING LAKE
LIBRARY AND FAMILY RESOURCE CENTER**

BACKGROUND

The Capital Improvement Plan (CIP) identified repairs for the Spring Lake Library and Family Resource Center parking lot. The project consists of asphalt milling and resurfacing for the entire parking lot.

A pre-bid meeting was held on August 13, 2018, in which all local contractors were invited to attend. Informal bids were received on August 28, 2018 for the repairs of the Spring Lake Library and Family Resource Center parking lot. The bid tab is attached. The lowest, responsible and responsive bid was submitted by Barnhill Contracting Company, in the amount of \$203,544.50.

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the recommendations listed below at its September 6, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its September 17, 2018, Board of Commissioners' Meeting:

1. Accept the bids for the parking lot improvements at Spring Lake Library and Family Resource Center parking lot and award a contract to Barnhill Contracting Company, in the amount of \$203,544.50.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

ATTACHMENTS:

Description

Bid Tab for Spring Lake Parking Lots

Type

Backup Material

CUMBERLAND COUNTY
Spring Lake Library and Family Resource Center Parking Lot
BID OPENING - August 28, 2018 11:00 AM

| | A | B | C | D | E | F |
|----|---------------|---|---|---|---|--------------|
| 1 | BIDDER | | | | | TOTAL |
| 2 | Barnhill | | | | | \$203,544.50 |
| 3 | Diamond | | | | | \$218,820.57 |
| 4 | | | | | | |
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| 18 | | | | | | |



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE
DIRECTOR**

DATE: 9/10/2018

SUBJECT: CONTRACT FOR ROOF REPAIRS AT MULTIPLE COUNTY FACILITIES

BACKGROUND

Animal Control, East Regional Library, North Regional Library, Spring Lake Library and Family Resource Center were identified for roof repairs 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 July 10, 2018, in which all local contractors were invited to attend. Informal bids were scheduled to be received on July 25, 2018 for the proposed roof repairs. The County did not receive an adequate number of bids to open and re-advertised the project. The pre-bid was held on August 9, 2018 and bid opening on August 23, 2018. The lowest, responsible and responsive bid was submitted by Triangle Roofing Services, Inc., in the amount of \$344,000. An owner's allowance of \$12,000 is included in the \$344,000 contract amount.

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the recommendation listed below at its September 6, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its September 17, 2018, Board of Commissioners' Meeting:

- Accept the bids for the roofing improvements at multiple county facilities and award a contract to Triangle Roofing Services, Inc., in the amount of \$344,000.

ATTACHMENTS:

Description

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

August 23, 2018

Jeffery Brown, PE / Engineering & Infrastructure Director
Cumberland County
140 Gillespie St.
Fayetteville, NC 28301

Re: Roof Repairs (E. Regional Library, N. Regional Library, Spring Lake Library and FRC, Animal Services Center)
Our Job No.: 18-60

Dear Mr. Brown,

Enclosed you will find a Certified Bid Tabulation Form for the Roof Repairs. I recommend that Cumberland County enter into a construction contract with Triangle Roofing Services, Inc. to include the base bid and alternate number two for a total contract sum of \$344,000.00.

Please call if you have questions or comments.

Sincerely,

Fleming & Associates, PA

Stephen Fleming, PE, RRC, REWC

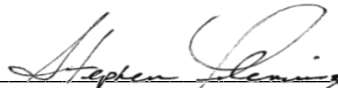


Bid Tabulation Form

Roof Repairs
 Cumberland County
 Bid Opening Date and Time: August 23, 2018 at 1:30pm
 Engineer's Project Number: 18-60

| Contractor | Add. #1 | Add. #2 | Add. #3 | Base Bid | Add Alt. #1 | Add Alt. #2 | Base Bid plus Alternate #2 | Unit Prices Form | IMBP | MBE Affidavit | Bid Bond |
|---|------------|------------|------------|---------------------|--|----------------------------------|-------------------------------|---------------------|------|------------------|-------------|
| | | | | | Paint metal roof at E. Regional Library | FiberTite w/ 25 year warranty | | | | | |
| Curtis Construction Company, Inc. Lic. # 3529 | Yes | Yes | Yes | \$484,300.00 | \$119,900.00 | \$2,600.00 | \$486,900.00 | Yes | Yes | Aff. A | Yes |
| Industrial Contract Service Corp. Lic. # 34060 | Yes | Yes | Yes | \$386,320.00 | \$63,600.00 | \$20,300.00 | \$406,620.00 | Yes | Yes | Aff. A | Yes |
| Owens Roofing, Inc. Lic. # 24442 | Yes | Yes | Yes | \$330,874.00 | \$130,429.00 | \$44,000.00 | \$374,874.00 | Yes | Yes | Aff. A | Yes |
| Triangle Roofing Services, Inc. Lic. # 49606 | Yes | Yes | Yes | \$344,000.00 | \$398,000.00 | \$0.00 | \$344,000.00 | Yes | Yes | Aff. B | Yes |

I certify that the above bids were submitted properly and are accurate as received.


 Stephen Fleming, PE, RRC, REWC
 Date

Boldface type indicates the apparent lowest responsive bidder.



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/11/2018

**SUBJECT: CUMBERLAND COUNTY FACILITIES COMMITTEE DRAFT MINUTES -
SEPTEMBER 6, 2018 (FOR INFORMATION PURPOSES ONLY)**

BACKGROUND

The draft minutes of the September 6, 2018 meeting of the Cumberland County Facilities Committee are attached to provide a report and recommendation(s).

RECOMMENDATION / PROPOSED ACTION

For information purposes only. No action required.

ATTACHMENTS:

Description

September 6, 2018 Draft Facilities Committee Minutes

Type

Backup Material

DRAFT

CUMBERLAND COUNTY FACILITIES COMMITTEE
CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES
1225 RAMSEY STREET, CONFERENCE ROOMS C
SEPTEMBER 6, 2018
SPECIAL MEETING MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams, Facilities Committee Chairman
Commissioner Jeannette Council

MEMBERS ABSENT: Commissioner Michael Boose

OTHER COMMISSIONERS
PRESENT: Commissioner Marshall Faircloth

OTHERS PRESENT: Amy Cannon, County Manager
Melissa Cardinali, Assistant County Manager
Duane Holder, Assistant County Manager
Tracy Jackson, Assistant County Manager
Rick Moorefield, County Attorney
Jeffery Brown, County Engineer
Brenda Jackson, Social Services Director
Vicki Evans, Finance Director
Deborah Shaw, Budget Analyst
Heather Harris, Budget Analyst
Geneve Mankel, Communications & Outreach Coordinator
Kim Smith, Johnson Controls
Robert Lawson, Johnson Controls
Candice White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

Commissioner Glenn Adams called the meeting to order.

1. APPROVAL OF MINUTES – AUGUST 2, 2018 SPECIAL MEETING

MOTION: Commissioner Council moved to approve the August 2, 2018 meeting minutes as presented.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (2-0)

DRAFT

Facilities Committee Chairman moved Item 2 to the last item on the agenda to give extra time for the Johnson Control employees to arrive to the meeting.

3. CONSIDERATION OF A CONTRACT FOR ANN STREET LANDFILL GAS COLLECTION SYSTEM EXPANSION

BACKGROUND:

The Ann Street Landfill Gas Collection System is currently operating inefficiently. The gas extraction is not performing adequately, which impacts regulatory compliance and the ability of Solid Waste to sell landfill gas. The project includes installation of new landfill gas extraction wells, buried landfill gas piping, sumps, valves, buried air lines, pneumatic pumps and an air compressor and building.

A non-mandatory pre-bid meeting was held on August 8, 2018, in which all specialty contractors were invited to attend. The bid opening was on August 23, 2018. The lowest, responsible and responsive bid was submitted by APTIM in the amount of \$1,032,158.00. A 10% contingency is included in the contract amount.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendation and forward it to the Board of Commissioners as a Consent Agenda item for consideration at their September 17, 2018 meeting:

1. Accept the bids for the landfill gas collection system improvements at the Ann Street Landfill and award a contract to APTIM in the amount of \$1,032,158.00 inclusive of 10% for contingency purposes. Funding for this project is included in the County's Capital Improvement Plan (CIP).

Mr. Brown reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Council moved to recommend to the full board approval to accept the bids for the landfill gas collection system improvements at the Ann Street Landfill and award a contract to APTIM in the amount of \$1,032,158.00 inclusive of a 10% contingency and forward this item to the September 17, 2018 meeting as a Consent Agenda item.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (2-0)

DRAFT

4. CONSIDERATION OF ADDITIONAL FIRMS TO THE LIST OF QUALIFIED ARCHITECTURAL/ENGINEERING FIRMS

BACKGROUND:

On December 3, 2015, the Board of Commissioners approved the List of Qualified Architectural/Engineering Firms that could be utilized to complete professional services for the County as needed. Since that date, additional firms have approached staff to offer Statement of Qualifications (SOQs). In the original Request for Qualifications (RFQ), the County included language that new firms could be added to the List of Qualified Architectural/Engineering Firms. New firms were defined as those firms that express an interest in working with the County and did not receive or declined an invitation to submit a qualifications package in response to the County's original request. Two firms that met the RFQ's specifications were Gradient, PLLC, and Cromwell Architects Engineers, Inc. These two firms did not submit qualifications in the original RFQ. Gradient, PLLC is a new firm, beginning in 2018. Gradient, PLLC and Cromwell Architects Engineers, Inc. are both local firms and we believe it would be in the best interest of the County to approve adding these two firms to the List of Qualified Architectural/Engineering Firms.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners as a Consent Agenda Item for consideration at their September 17, 2018 meeting:

1. Approve the addition of Cromwell Architects Engineers, Inc. and Gradient, PLLC to the List of Qualified Architectural/Engineering Firms.

Mr. Brown reviewed the background information and recommendation as recorded above. Mr. Brown stated another RFQ will take place later this year or the first of next year (every three years) and will give firms the opportunity to be added to the list. Commissioner Adams suggested to add language in the next RFQ that there is a provision to add additional firms at any time. Vicki Evans, Finance Director, stated vendors can enroll to be a vendor at any time. Ms. Evans stated there is nothing on there to let engineers know they can be added to the list, but it could be added if the board recommends.

MOTION: Commissioner Adams moved to recommend to the full board approval of the addition of Cromwell Architects Engineers, Inc. and Gradient, PLLC to

DRAFT

the List of Qualified Architectural/Engineering Firms and forward to the September 17, 2018 meeting as a Consent Agenda item.
SECOND: Commissioner Council
VOTE: UNANIMOUS (2-0)

5. CONSIDERATION OF CONTRACTS

A. PARKING LOT IMPROVEMENTS AT VETERANS SERVICES

BACKGROUND:

The Capital Improvement Plan (CIP) identified repairs for the Veteran's Services parking lot. The project consists of removing and replacing the asphalt for the entire parking lot in which new pavement markings will be installed following placement of the new asphalt.

A pre-bid meeting was held on August 6, 2018, in which all local contractors were invited to attend. Informal bids were received on August 20, 2018 for the repairs of the Veteran's Services parking lot. The bid tab is attached. The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc., in the amount of \$135,462.23.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners as a Consent Agenda item for consideration at their September 17, 2018 meeting:

1. Accept the bids for the parking lot improvements at Veteran's Services parking lot and award a contract to Diamond Constructors, Inc., in the amount of \$135,462.23.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

Mr. Brown reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Council moved to recommend to the full board approval to accept the bids for the parking lot improvements at Veteran's Services Parking lot and award a contract to Diamond Constructors, Inc. in the amount of \$135,462.23 and establish a contingency in the amount of \$10,000 to be used for additional work as recommended by the E&I

DRAFT

Director and approved by the County Manager and forward this to the September 17, 2018 meeting as a Consent Agenda item.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (2-0)

B. PARKING LOT IMPROVEMENTS AT SPRING LAKE LIBRARY AND SPRING LAKE FAMILY RESOURCE CENTER

BACKGROUND:

The Capital Improvement Plan (CIP) identified repairs for the Spring Lake Library and Family Resource Center parking lot. The project consists of milling and asphalt resurfacing for the entire parking lot.

A pre-bid meeting was held on August 13, 2018, in which all local contractors were invited to attend. Informal bids were received on August 28, 2018 for the repairs of the Spring Lake Library and Family Resource Center parking lot. The bid tab is attached. The lowest, responsible and responsive bid was submitted by Barnhill Contracting Company, in the amount of \$203,544.50.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration as a Consent Agenda item at their September 17, 2018 meeting:

1. Accept the bids for the parking lot improvements at Spring Lake Library and Family Resource Center parking lot and award a contract to Barnhill Contracting Company, in the amount of \$203,544.50.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

Mr. Brown reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Council moved to recommend to the full board approval to accept the bids for the parking lot improvements at Spring Lake Library and Family Resource Center parking lot and award a contract to Barnhill Contracting Company, in the amount of \$203,544.50 and establish a contingency in the amount of \$10,000 to be used for additional work

DRAFT

recommended by the E&I Director and approved by the County Manager and forward to the September 17, 2018 meeting as a Consent Agenda item.

SECOND: Commissioner Adams
VOTE: UNANIMOUS (2-0)

C. ROOF REPAIRS FOR MULTIPLE COUNTY FACILITIES

BACKGROUND:

The Animal Control, East Regional Library, North Regional Library, Spring Lake Library and Family Resource Center were identified for roof repairs 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 July 10, 2018, in which all local contractors were invited to attend. Informal bids were scheduled to be received on July 25, 2018 for the proposed roof repairs. The County did not receive an adequate number of bids to open and re-advertised the project. The pre-bid was held on August 9, 2018 and bid opening on August 23, 2018. The lowest, responsible and responsive bid was submitted by Triangle Roofing Services, Inc., in the amount of \$344,000.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendation and forward it to the Board of Commissioners for consideration as a Consent Agenda item at their September 17, 2018 meeting:

1. Accept the bids for the roofing improvements at multiple county facilities and award a contract to Triangle Roofing Services, Inc., in the amount of \$344,000.
2. Establish a contingency in the amount of \$12,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

Mr. Brown reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Council moved to recommend to the full board approval to accept the bids for the roofing improvements at multiple county facilities and award a contract to Triangle Roofing Services, Inc., in the amount of \$344,000 and establish a contingency in the amount of \$12,000 to be used for additional work recommended by the E&I Director and approved by the

DRAFT

County Manager and forward to the September 17, 2018 meeting as a Consent Agenda item.
SECOND: Commissioner Adams
VOTE: UNANIMOUS (2-0)

6. MONTHLY PROJECT UPDATES

Mr. Brown reviewed the attached monthly progress report which includes projects that are currently being worked on by the County.

7. OTHER ITEMS OF BUSINESS

There were no other items of business.

2. PRESENTATION ON FINAL REPORT ON PERFORMANCE CONTRACT WITH JOHNSON CONTROLS

BACKGROUND:

Cumberland County entered into a guaranteed energy savings contract with Johnson Controls, Inc. (JCI) in December 2004. There were specific projects identified by JCI that the County would complete and JCI would guarantee an energy savings of a specific amount over a twelve-year period after all the projects had been completed. The twelve-year period began in 2006 and ended earlier this year. The final findings will be presented to the Facilities Committee along with some future opportunities that the County could pursue for energy savings.

RECOMMENDATION/PROPOSED ACTION:

The purpose of this item is to present the Facilities Committee the final report on the guaranteed energy savings contract and to gauge the Committee's interest in pursuing future opportunities for energy savings.

Jeffery Brown, Engineering & Infrastructure Director, reviewed the background information and recommendation as recorded above. Kim Smith, Johnson Controls, went over the attached slideshow in reference to the final report on performance contract with Johnson Controls.

DRAFT

Commissioner Council stated she is very pleased with the results of the final report.

The consensus of the Facilities Committee was for staff and County Management to discuss future options and bring a recommendation back to the Board of Commissioners.

MEETING ADJOURNED AT 9:53 AM.



ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 9/6/2018

SUBJECT: REQUEST TO PARTICIPATE IN THE NC ASSOCIATION OF COUNTY COMMISSIONERS (NCACC) COUNTY MANAGEMENT FELLOWSHIP PROGRAM AND BUDGET ORDINANCE AMENDMENT #190444

BACKGROUND

On September 6, 2018 the Finance Committee approved the request to participate in the NCACC County Management Fellowship Program beginning in January 2019 and add a second fellow beginning July 2019. The committee also approved the associated budget ordinance amendment #190444.

RECOMMENDATION / PROPOSED ACTION

Request the Board of Commissioners accept and approve the Finance Committee recommendation to participate in the NCACC County Management Fellowship Program beginning in January 2019 and budget ordinance amendment #190444. In addition, accept and approve recruitment of a second fellow to begin in July 2019.

ATTACHMENTS:

| Description | Type |
|-----------------------------------|-----------------|
| Memo to Finance Committee | Backup Material |
| NCACC Memorandum of Understanding | Backup Material |

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

DUANE T. HOLDER
Assistant County Manager

TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

**MEMO FOR THE AGENDA OF THE SEPTEMBER 6, 2018
MEETING OF THE FINANCE COMMITTEE**

TO: FINANCE COMMITTEE

FROM: MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER

THRU: AMY H. CANNON, COUNTY MANAGER

DATE: AUGUST 27, 2018

SUBJECT: CONSIDERATION OF REQUEST TO PARTICIPATE IN THE N.C.
ASSOCIATION OF COUNTY COMMISSIONERS (NCACC)
COUNTY MANAGEMENT FELLOWSHIP PROGRAM

Requested by: Finance Committee

Presenter: Melissa C. Cardinali

Estimate of Committee Time Needed: 10 Minutes

BACKGROUND:

As part of its commitment to helping develop the next generation of county managers, the NCACC created a Management Fellowship Program (MFP) in 2012. The program is modeled after the Local Government Management Fellowship administered by the International City-County Management Association (ICMA). The ICMA is a partner for the NCACC program.

Each year Master's in Public Administration (MPA) students apply to participate in the program. The NCACC screens the pool of applicants and then shares qualified applications with interested host counties. The host counties then choose which applicants to interview. The successful fellow is asked to make a 12 to 24-month commitment to the host county.

The host county is responsible for a reasonable salary and benefits, travel to events, providing a mentor and an environment for career learning experience. After a review by

our Human Resources staff, it is recommended Cumberland County offer a salary of \$55,000 plus benefits. The NCACC requires a minimum salary of \$35,000 in order for the program to be affordable for smaller, rural counties. The NCACC will include the Fellow in its cohort; fund the Fellow's membership dues for the NC City-County Management Association (NCCCMA), as well as registration fees for the NCCCMA Winter and Summer seminars; waive any registration for NCACC events, including the Annual Conference, Legislative Goals Conference and County Assembly Day.

There are two timing options for participation. The main cycle coincides with the start of the fiscal year. Cumberland would post a Letter of Intent to Host on the ICMA website by October. ICMA would screen the applicants, forwarding qualified candidates to the NCACC for further review. If a Fellow is interested in Cumberland, and vice versa, he or she would begin their fellowship in July.

The second cycle targets MPA students who may be graduating in December. The NCACC will reach out to UNC system MPA programs to put out a call for letters of interest and resumes. If there is any interest, the Fellow would begin in January.

The NCACC is extremely interested in seeking participation in the program from larger NC counties. If we choose to participate, Cumberland would be the largest county to do so. Cumberland County can provide a wide range of opportunities and experiences for a future manager. In return, the county will receive management level assistance for a variety of projects for a reasonable investment.

RECOMMENDATION/PROPOSED ACTION:

Management recommends approving participation in the NCACC / ICMA Management Fellowship Program beginning in January 2019 and Budget Revision #B190444 in the amount of \$39,500 for salary, benefits and training/travel. This revision will cover expenses for half of the fiscal year.



MEMORANDUM OF UNDERSTANDING BETWEEN NCACC AND <County Name> COUNTY

This Memorandum of Understanding (MOU) is between _____ County Government (Host County) and the North Carolina Association of County Commissioners (NCACC) for the NCACC-ICMA County Management Fellowship Program, to take effect on ____ / ____ / ____.

WHEREAS, a goal of the NCACC and its partner organization, the International City/County Management Association (ICMA), through this program is to attract recent Master of Public Administration/Affairs/Policy (MPA/MPP) graduates to careers in North Carolina county government management and administration;

The NCACC and the Host County agree to the language contained in this MOU regarding the mentoring and career development of the Fellow. In consideration of these understandings, the NCACC and the Host County agree the following:

- The Host County will employ a recent MPA/MPP graduate from a National Association of Schools of Public Affairs and Administration (NASPAA)-member school in a salaried Fellowship position;
- The Host County will create a work plan and set the work schedule of the Fellow;
- The Host County shall establish the compensation and benefits of the Fellow and provide such compensation and benefits to the Fellow as established;
- The NCACC may provide financial assistance to the Host County to help with costs of the Fellowship Program for a maximum of two fiscal years;
- The NCACC will provide membership for the Fellow in the North Carolina City & County Management Association (NCCCMA) and fund registration fees for the Fellow to attend NCCCMA Winter and Summer Seminars;
- The NCACC will provide complimentary registration for the Fellow to attend the NCACC Annual Conference, Legislative Goals Conference, County Assembly Day, a District Meeting, and other pertinent NCACC events and/or courses offered through the Local Elected Leaders Academy, and the Host County will incur travel expenses for the Fellow for these events;
- The Host County will encourage the Fellow to attend and will provide adequate time in the Fellow's work plan for attendance at these events;

- The Host County will allow time for the Fellow to participate in scheduled program conference calls and learning activities through ICMA;
- The Host County will create an enriching professional learning experience for the Fellow;
- The Host County will assign a mentor to the Fellow who will, for the duration of the Fellowship, be the Fellow's primary point of contact and coach while the Fellow is in its jurisdiction, and will be available to the Fellow during rotation assignments;
- The NCACC will make available to the Fellow its Executive Director and former County Managers serving as Outreach Associates as mentoring resources throughout the Fellowship;
- The Host County will participate as available in any evaluation process that will help strengthen the program in the coming years;
- The Host County is encouraged to employ their Fellow for up to two years; and
- The Host County will endeavor to hire the Fellow full-time at or before the end of their Fellowship, or assist them (with the NCACC) in finding full-time employment when the Fellowship period ends.

Through a separate agreement between the NCACC and ICMA:

- ICMA will include this hire in its current class of Local Government Management Fellows;
- ICMA will provide complimentary membership for the Fellow in ICMA;
- ICMA will waive its Annual Conference registration fee for the Fellow to attend up to two ICMA Annual Conferences as long as they are a Fellow; and
- ICMA will assign an outside mentor to the Fellow who will be available to the Fellow throughout the Fellowship.

The duration of this MOU will be for a minimum of one year, and a maximum of two years, from the date printed above, and it will be in effect when the appropriate representatives from each organization have signed below. At the end of this period, this MOU may be reviewed by representatives of all organizations to evaluate its effectiveness, make recommendations for any mutually agreeable revisions, and prepare a proposed revision for any future Fellow hires.

Kevin Leonard
NCACC Executive Director

Host County Manager



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 9/7/2018

**SUBJECT: HEALTH AND BENEFITS BROKERAGE AND CONSULTING SERVICES
AGREEMENT WITH CHERNOFF DIAMOND**

BACKGROUND

During the September 6, 2018 Finance Committee meeting, an update was provided which briefly summarized the activities that have taken place over the past year in regard to the County's health insurance broker/consultant. After discussion, the committee approved Management's recommendation for a two year-agreement with Chernoff Diamond. Further details are provided in the attached memorandum and agreement.

RECOMMENDATION / PROPOSED ACTION

Approve the two-year agreement with Chernoff Diamond from the time-frame of January 1, 2019 - December 31, 2021, to provide employee health and benefits brokerage and consulting services as recommended by the Finance Committee.

ATTACHMENTS:

Description

Memo to Finance Committee

Chernoff Diamond Agreement

Type

Backup Material

Backup Material



FINANCE OFFICE

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

**MEMO FOR THE AGENDA OF THE SEPTEMBER 6, 2018
MEETING OF THE FINANCE COMMITTEE**

TO: FINANCE COMMITTEE

FROM: VICKI EVANS, FINANCE DIRECTOR

THRU: AMY CANNON, COUNTY MANAGER

DATE: AUGUST 28, 2018

**SUBJECT: CONSIDERATION OF HEALTH AND BENEFITS BROKERAGE
AND CONSULTING SERVICES AGREEMENT WITH
CHERNOFF DIAMOND**

Requested by: Finance Committee

Presenter(s): Vicki Evans, Finance Director

Estimate of Committee Time Needed: 10 minutes

BACKGROUND

In the fall of 2017 the County migrated its health benefits broker / consultant to Chernoff Diamond. Since that time, the scope of work was changed requiring Chernoff Diamond to complete a review of all ancillary benefits. Over the past year, Chernoff Diamond assisted the County with unwinding the non-compliant health savings account (HSA) before December 31, 2017. They also secured new ancillary benefit options for employees, set up a roll out strategy for open enrollment, and had benefits in place for the new plan year beginning July 1, 2018. Despite these significant changes, overall employee feedback has been positive. From a customer service aspect, Chernoff Diamond was able to:

- Lock in rates, 2-year dental, 4-year ancillary (some with reduced rates)
- Implement a new on-line employee benefits system
- Achieve personal service by setting up face-to-face meetings between employees and benefits counselors (80% participation rate)

Celebrating Our Past...Embracing Our Future

While the original plan was to conduct a request for proposal (RFP) process in the fall of 2018, this strategy is not recommended. The primary goal of a new broker will be to conduct the same thorough analysis just completed by Chernoff Diamond. Since this analysis is so current, it would not be prudent to once again change ancillary benefits in the spring.

Therefore, management proposes a two-year agreement with Chernoff Diamond to allow the County to better maintain stability in the current health and ancillary plans. Prior to the end of the proposed two-year agreement, staff plan to solicit proposals through a competitive RFP process.

Please note: Within the proposed agreement, there are no direct payments required from the County. Chernoff Diamond receives standard carrier commissions from insurance carriers for compensation.

RECOMMENDATION/PROPOSED ACTION

Management recommends approval of a two-year agreement (January 1, 2019 through December 31, 2021) with Chernoff Diamond to provide employee health and benefits brokerage and consulting services.

Attachment

Sound Advice | Comprehensive Services



BROKERAGE AND CONSULTING PROPOSAL SCOPE OF ENGAGEMENT: HEALTH & BENEFITS SERVICES

CUMBERLAND COUNTY

Prepared by:

Kevin M. Quinn

Partner

E: kquinn@chernoffdiamond.com

P: 516.247.3342

August 7, 2018

SCOPE OF ENGAGEMENT: CREATED FOR CUMBERLAND COUNTY (HEREINAFTER REFERRED TO AS "THE COUNTY")

This engagement covers comprehensive consulting and brokerage for the Health & Benefits plans listed. See "Scope of Services" for detailed list of services included in this proposal.

HEALTH & WELFARE COMPENSATION

For the services described, following fee is proposed:

| Fee Base Consulting: Health & Benefits | |
|--|--|
| Fee | Chernoff Diamond to receive standard carrier commissions |
| Contract period: | January 1, 2019 through, December 31, 2021 (2-year contract) |
| Billing Procedure: | Payment to be administered by carriers |

| Health & Benefits Consulting | | |
|--|---|--|
| Chernoff Diamond will receive any Commissions from the following programs: | | |
| Medical Life / AD&D Vision | Dental Short Term Disability Long Term Disability | Whole Life Critical Illness *Future products |

Although contingent commissions are a small percentage of the revenue Chernoff Diamond receives, Chernoff Diamond may receive additional payments from insurance carriers. These payments do not impact The County's premium rates.

CONFIDENTIALITY

- **Confidential Information.** At all times during the term of this engagement, Chernoff Diamond will hold in strictest confidence, and will not use or disclose to any third party, any Company Confidential Information. "Company Confidential Information" means and includes all non-public information, know-how and trade secrets in any form that (i) are designated as "confidential" or (ii) a reasonable person knows or should understand to be confidential. Examples of Company Confidential Information include, but are not limited to, Company's business practices, concepts, prototypes, patentable and un-patentable inventions, patent applications, designs, business and product plans, systems and technologies, documentation, procedures, business records, pricing, customer lists, financial information and any and all notes, analyses, compilations, studies, summaries and other material prepared by Chernoff Diamond containing or based, in whole or in part, upon Company Confidential Information.
- **Exceptions.** Company Confidential Information does not include information that (a) was known to Chernoff Diamond prior to Company's disclosure to Chernoff Diamond as evidenced by Chernoff Diamond's written records, (b) was independently developed by Chernoff Diamond without reference to or use of Company Confidential Information as evidenced by Chernoff Diamond's written records, or (c) becomes publicly available through no fault of Chernoff Diamond.
- **General Treatment.** Chernoff Diamond agrees as follows: (i) to use The County Confidential Information only for the purposes described in this proposal; (ii) not to reproduce the Confidential Information and to hold in confidence and protect The County Confidential Information from dissemination to, and use by, any third party; (iii) not to create any derivative works of Company Confidential Information; (iv) to restrict access to The County Confidential Information to only those personnel, agents, consultants affiliates and subcontractors, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in

accordance with the terms of this Agreement; and (v) to return or destroy all Company Confidential Information in its possession upon termination or expiration of this engagement.

- **Standard of Care.** Chernoff Diamond agrees to take reasonable steps to protect Company Confidential Information. These steps must be at least as protective as those Chernoff Diamond takes to protect its own confidential information and commercially reasonable for the type of confidential information. Chernoff Diamond further agrees to notify Company promptly upon discovery of any unauthorized use or disclosure of Company Confidential Information and to cooperate with The County to help regain control of The County Confidential Information and prevent further unauthorized use or disclosure.

LIMITATION OF LIABILITY

- **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THIS AGREEMENT/PROPOSAL REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. ADDITIONALLY, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY WILL EXCEED THE ACTUAL FEES PAID BY COMPANY TO CHERNOFF DIAMOND IN THE 12 MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

MISCELLANEOUS

- **Assignment.** Chernoff Diamond will not sell, assign, transfer, pledge or encumber this proposal or any right, or delegate any duty or obligation under this proposal, by assignment or operation of law, without Company's prior written consent. Company will not unreasonably withhold such consent. Chernoff Diamond will be deemed to have assigned this proposal if Chernoff Diamond engages in a change of control transaction. Chernoff Diamond may assign any right, or delegate any duty or obligation hereunder to any of its Affiliates. This proposal will inure to the benefit of and bind all permitted successors, assigns, receivers and trustees of each party.
- **Termination.** Company may terminate this Agreement at any time and for any reason, including no reason, upon providing Chernoff Diamond thirty (30) days advance written notice.
- **Relationship.** The parties are independent contractors. This agreement/proposal does not create an exclusive relationship between the parties. Chernoff Diamond's employees and subcontractors are not Company employees. Chernoff Diamond will pay all salaries, taxes, insurance, and benefits with respect to its personnel.
- **Governing Law.** The laws of the State of New York govern this agreement/proposal. If federal jurisdiction exists, the parties consent to nonexclusive jurisdiction and venue of the federal courts for Nassau County, New York and if not, the parties consent to non-exclusive jurisdiction and venue of the state courts located in Nassau County, New York.
- **Modifications; No Waiver.** This agreement/proposal may be modified only by a written agreement signed by duly authorized representatives of both parties. A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
- **Counterparts.** The parties may execute this agreement/proposal in any number of counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement/proposal binding on both parties. Facsimile signatures will be considered binding for all purposes.

Please indicate your acceptance of this letter of understanding by signing and returning to my attention. If you have any questions or concerns, please give me a call to review. We look forward working with your team.

Respectfully submitted,
CHERNOFF DIAMOND & CO., LLC

| | | | |
|------------|-------|--------|-------|
| Signature: | _____ | Date: | _____ |
| Print: | _____ | Title: | _____ |

To indicate your acceptance, please sign, date and return a copy of this Engagement.
ACCEPTED & APPROVED BY THE COUNTY:

| | | | |
|------------|-------|--------|-------|
| Signature: | _____ | Date: | _____ |
| Print: | _____ | Title: | _____ |

SCOPE OF SERVICES INCLUDED IN FEE: CREATED FOR CUMBERLAND COUNTY (HEREINAFTER REFERRED TO AS "THE COUNTY")

STRATEGIC PLANNING

| | INCLUDED | OPTIONAL |
|---|----------|----------|
| ● Compile and maintain employee benefits plan information (e.g. plan design, costs, employee contributions) in Chernoff Diamond systems to facilitate future analysis and development | ✓ | |
| ● Prepare initial summary of benefits to discuss during Strategic Planning Meeting | ✓ | |
| ● Benchmark health plan and health costs, comparing organization with norms | ✓ | |
| ● Create a comprehensive, multi-year, wellness program. <i>Third party administrators and other vendors costs not included</i> | ✓ | |
| ● Review impact of possible program modifications and identify the implications to administration and communications | ✓ | |
| ● Conduct initial strategic planning meeting, review benefits program and strategy and design program for plan year | ✓ | |
| ● Review implementation of Comprehensive Disease Management program including a cost benefit analysis | ✓ | |
| ● Analyze on-site Clinic and Pharmacy utilization and evaluate alternatives solutions or potential improvements | ✓ | |

RENEWAL, MARKETING, VENDOR SELECTION & IMPLEMENTATION SERVICES

| | INCLUDED | OPTIONAL |
|--|----------|----------|
| ● Analyze current cost structure, provide insight and recommendations for potential improvements | ✓ | |
| ● Coordinate the receipt of all plan renewals | ✓ | |
| ● Prepare renewal summary, discuss renewal | ✓ | |
| ● Negotiate renewals with all carriers | ✓ | |
| ● Market benefit programs using Chernoff Diamond's proprietary RFP process | ✓ | |
| ● Prepare and present a detailed marketing and renewal report including: | | |
| ○ All Costs (including multi-year rate guarantees when available) | ✓ | |
| ○ Network analysis, including disruption analysis and network discounts comparison | ✓ | |
| ○ Financial impact of making plan design or stop loss program changes | ✓ | |
| ● Coordinate finalist presentations when necessary | ✓ | |
| ● Coordinate claims audit with outside audit firm (coordination efforts by Chernoff Diamond are included; any external audit charge would not be included) | ✓ | |

FINANCIAL MANAGEMENT & REPORTING

| | INCLUDED | OPTIONAL |
|---|----------|----------|
| ● For Employer groups with claims experience, utilizing Chernoff Diamond <i>Analytics</i> , review financial structure of benefits program (medical, Rx, dental and vision plans) | ✓ | |
| ● Review and negotiate Stop Loss contracts that meet company objectives | ✓ | |
| ● Consider all Funding mechanisms as appropriate | ✓ | |
| ● Actuarial development of Incurred But Not Reported reserves (ASO clients) | ✓ | |
| ● Utilizing Chernoff Diamond's proprietary ACA Impact Modeling technology, identify financial impact of the ACA on the organizations benefits program. | ✓ | |

| FINANCIAL MANAGEMENT & REPORTING (continued) | | INCLUDED | OPTIONAL |
|--|--|----------|----------|
| ● For Employer groups with claims experience, utilizing Chernoff Diamond <i>Analytics</i> , review financial structure of benefits program (medical, Rx, dental and vision plans) | | ✓ | |
| ● For Employer groups with claims experience, prepare stewardship reports for all plans Chernoff Diamond manages, including: | | ✓ | |
| ○ Claims performance reports including, expected and maximum claims, high cost claims, trend analysis, claims per employee, claims by plan | | ✓ | |
| ○ Detailed utilization review including review of cost drivers of plan and recommended interventions to manage costs effectively | | ✓ | |
| ○ Claim projections for upcoming plan year | | ✓ | |
| ○ Development of multi-year pro-forma calculations as necessary | | ✓ | |
| ○ Utilize proprietary Chernoff Diamond contribution modeling system to develop contributions strategies for The County | | ✓ | |
| ○ Develop equivalent premium rates and COBRA rates for all self-insured plans | | ✓ | |
| ○ Ensure impact of the Affordable Care Act are considered when developing contribution strategy | | ✓ | |
| ONGOING SERVICE & VENDOR MANAGEMENT | | INCLUDED | OPTIONAL |
| ● Chernoff Diamond dedicated management team including, Partner, Team Leader, Benefits Consultant | | ✓ | |
| ● Chernoff Diamond Client Manager to provide support to The County's employees | | ✓ | |
| ● Eligibility, Claims and Billing support as necessary | | ✓ | |
| ● Dedicated, employee focused, toll-free telephone hotline and direct email to support The County's employee questions as necessary | | ✓ | |
| ● Meet as needed to review financials and to discuss/review other open items | | ✓ | |
| ● Review vendor updates to contracts and benefit summaries for accurate terms, plan requirements and plan design | | ✓ | |
| ● Monitor and report on carrier financial ratings for contracted vendors | | ✓ | |
| ● Develop and manage implementation schedule for any plan changes and/or service changes | | ✓ | |
| ● Manage vendor participation in annual enrollment process | | ✓ | |
| ● Coordinate Health Fairs | | ✓ | |
| ● Assistance from consulting team with Union negotiations as necessary (if applicable) | | ✓ | |
| ● Support accounting audit activities by acting as a liaison between The County, insurance vendors and other advisors such as accounting or legal | | ✓ | |
| COMMUNICATIONS | | INCLUDED | OPTIONAL |
| ● Assist The County with design and preparation of communication materials including: | | | |
| ○ Enrollment Guide (prepared electronically, printed available at additional cost) | | ✓ | |
| ○ Preparation of employee open enrollment communications including written, Brainshark and video | | ✓ | |
| ○ Assist with set up for employee access to benefits materials | | ✓ | |
| ○ Conduct face to face or web based Open Enrollment meetings | | ✓ | |
| ○ Conduct up to two (2) surveys per year, including creation, launch and summary of results report | | | ✓ |
| ● Total Compensation Statements (Chernoff Diamond consulting services to discuss the benefits of Total Compensation Statements and share samples statements. Preparation, printing and distribution of statements is optional) | | | ✓ |

| COMPLIANCE & REGULATORY SUPPORT | INCLUDED | OPTIONAL |
|--|----------|----------|
| ● Employee Benefits Audit to discover gaps in compliance. Will work with The County to correct issues as necessary | ✓ | |
| ● Dedicated Health Care Reform Expert to provide ongoing ACA support as necessary, including onsite meeting | ✓ | |
| ● Chernoff Diamond ERISA support | ✓ | |
| ● Summary Plan Description and Summary of Benefit Coverage document review | ✓ | |
| ● Creation of Summary Plan Description Wrap Document as necessary | ✓ | |
| ● Collect Schedule A information and prepare signature-ready Form(s) 5500 and Summary Annual Reports | ✓ | |
| ● Section 125 non-discrimination testing, as necessary | ✓ | |
| ● Preparation of Affordable Care Act Marketplace Notices | ✓ | |
| ● Preparation of employee notices, including: CHIPRA, Medicare D, and other notices as necessary | ✓ | |
| ● Annual CMS filing | ✓ | |
| ● Development and management of HIPAA Training for The County's staff | ✓ | |
| ● Access to Chernoff Diamond webinars (SHRM credit may be available) | ✓ | |
| ● Access to Chernoff Diamond Insights newsletters | ✓ | |
| ADDITIONAL CHERNOFF DIAMOND CAPABILITIES | INCLUDED | OPTIONAL |
| ● Access to Chernoff Diamond Purchasing coalitions to secure best in class contract terms, discounts and pricing | ✓ | |
| VOLUNTARY BENEFITS PROGRAMS | INCLUDED | OPTIONAL |
| ● Conduct review of current programs and provide recommendations for program changes | ✓ | |
| ● Counselor led education meetings, one-on-one with employee | ✓ | |
| HUMAN CAPITAL MANAGEMENT | | |
| ● Technology Assessment: Payroll, Human Resources and Back Office | ✓ | |
| ● Discovery: Needs Analysis and Executive Summary | ✓ | |
| ● Vendor Selection: Review RFPs, negotiate pricing and assist with vendor selection | | ✓ |
| ● Implementation: Project Management | | ✓ |
| ONLINE BENEFITS ADMINISTRATION | INCLUDED | OPTIONAL |
| ● Employee self-service | ✓ | |
| ● Comprehensive reporting capabilities | ✓ | |



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 9/17/2018

**SUBJECT: CUMBERLAND COUNTY FINANCE COMMITTEE DRAFT MINUTES -
SEPTEMBER 6, 2018 (FOR INFORMATION PURPOSES ONLY)**

BACKGROUND

The draft minutes of the September 6, 2018 meeting of the Cumberland County Finance Committee are attached to provide a report and recommendation(s).

RECOMMENDATION / PROPOSED ACTION

For information purposes only. No action required.

ATTACHMENTS:

Description

September 6, 2018 Finance Committee Meeting Draft Minutes

Type

Backup Material

DRAFT

CUMBERLAND COUNTY FINANCE COMMITTEE
DEPARTMENT OF SOCIAL SERVICES-1225 RAMSEY STREET
CONFERENCE ROOM C
SEPTEMBER 6, 2018 – 8:30 AM
SPECIAL MEETING MINUTES

MEMBERS PRESENT: Commissioner Jimmy Keefe, Chairman
Commissioner Glenn Adams
Commissioner Marshall Faircloth

OTHERS: Commissioner Council
Amy Cannon, County Manager
Melissa Cardinali, Assistant County Manager
Tracy Jackson, Assistant County Manager
Duane Holder, Assistant County Manager
Rick Moorefield, County Attorney
Vicki Evans, Finance Director
Jeffery Brown, Engineering and Infrastructure Director
Brenda Jackson, Social Services Director
Deborah Shaw, Budget Analyst
Heather Harris, Budget Analyst
Geneve Mankel, Communications and Outreach Coordinator
Candice H. White, Clerk to the Board
Kellie Beam, Deputy Clerk
Press

Commissioner Keefe called the meeting to order.

1. CONSIDERATION OF APPROVAL OF MINUTES – AUGUST 2, 2018 SPECIAL MEETING

MOTION: Commissioner Adams moved to approve the August 2, 2018 special meeting minutes.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS (3-0)

2. CONSIDERATION OF HEALTH AND BENEFITS BROKERAGE AND CONSULTING SERVICES AGREEMENT WITH CHERNOFF DIAMOND

BACKGROUND

In the fall of 2017 the County migrated its health benefits broker / consultant to Chernoff Diamond. Since that time, the scope of work was changed requiring Chernoff Diamond to complete a review of all ancillary benefits. Over the past year, Chernoff Diamond assisted the County with unwinding the non-compliant health savings account (HSA) before December 31, 2017. They also secured

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DRAFT

new ancillary benefit options for employees, set up a roll out strategy for open enrollment, and had benefits in place for the new plan year beginning July 1, 2018. Despite these significant changes, overall employee feedback has been positive. From a customer service aspect, Chernoff Diamond was able to:

- Lock in rates, 2-year dental, 4-year ancillary (some with reduced rates)
- Implement a new on-line employee benefits system
- Achieve personal service by setting up face-to-face meetings between employees and benefits counselors (80% participation rate)

While the original plan was to conduct a request for proposal (RFP) process in the fall of 2018, this strategy is not recommended. The primary goal of a new broker will be to conduct the same thorough analysis just completed by Chernoff Diamond. Since this analysis is so current, it would not be prudent to once again change ancillary benefits in the spring.

Therefore, management proposes a two-year agreement with Chernoff Diamond to allow the County to better maintain stability in the current health and ancillary plans. Prior to the end of the proposed two-year agreement, staff plan to solicit proposals through a competitive RFP process.

Please note: Within the proposed agreement, there are no direct payments required from the County. Chernoff Diamond receives standard carrier commissions from insurance carriers for compensation.

RECOMMENDATION/PROPOSED ACTION

Management recommends approval of a two-year agreement (January 1, 2019 through December 31, 2021) with Chernoff Diamond to provide employee health and benefits brokerage and consulting services.

Vicki Evans, Finance Director, stated at the August meeting of the Finance Committee, there was a request to bring information and a proposal back to the committee. Ms. Evans reviewed the background information recorded above.

Commissioner Faircloth inquired whether Chernoff Diamond could be asked to disclose the commissions they receive on products they recommend. Ms. Evans stated the County can make the request and they will provide that information. Commissioner Faircloth stated he felt having that information from a broker is important due to changes in the law regarding fiduciary responsibilities. Commissioner Faircloth stated the County needs to be sure what it is getting is not based on what Chernoff Diamond as the broker is getting, and his request for the disclosure is not a motion but a recommendation. Ms. Cannon explained the opportunity staff had with Chernoff Diamond, as opposed to previous brokers, to be more involved in selecting what would be offered to employees to ensure it was a right fit for them. In response to a question from Commissioner Keefe, Ms. Cannon stated part of Chernoff Diamond's responsibility is to continue

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to look for and find the best insurance for the county and for employees. Ms. Evans stated with Chernoff Diamond, prices did not increase, maintained overall and there were two decreases.

MOTION: Commissioner Faircloth moved to approve a two-year agreement, January 1, 2019 through December 21, 2021, with Chernoff Diamond to provide employee health and benefits brokerage and consulting services.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (3-0)

3. CONSIDERATION OF REQUEST TO PARTICIPATE IN THE NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS (NCACC) COUNTY MANAGEMENT FELLOWSHIP PROGRAM AND BUDGET ORDINANCE AMENDMENT BR#190444

BACKGROUND:

As part of its commitment to helping develop the next generation of county managers, the NCACC created a Management Fellowship Program (MFP) in 2012. The program is modeled after the Local Government Management Fellowship administered by the International City-County Management Association (ICMA). The ICMA is a partner for the NCACC program.

Each year Master's in Public Administration (MPA) students apply to participate in the program. The NCACC screens the pool of applicants and then shares qualified applications with interested host counties. The host counties then choose which applicants to interview. The successful fellow is asked to make a 12 to 24-month commitment to the host county.

The host county is responsible for a reasonable salary and benefits, travel to events, providing a mentor and an environment for career learning experience. After a review by our Human Resources staff, it is recommended Cumberland County offer a salary of \$55,000 plus benefits. The NCACC requires a minimum salary of \$35,000 in order for the program to be affordable for smaller, rural counties. The NCACC will include the Fellow in its cohort; fund the Fellow's membership dues for the NC City-County Management Association (NCCCMA), as well as registration fees for the NCCCMA Winter and Summer seminars; waive any registration for NCACC events, including the Annual Conference, Legislative Goals Conference and County Assembly Day.

There are two timing options for participation. The main cycle coincides with the start of the fiscal year. Cumberland would post a Letter of Intent to Host on the ICMA website by October. ICMA would screen the applicants, forwarding qualified candidates to the NCACC for further review. If a Fellow is interested in Cumberland, and vice versa, he or she would begin their fellowship in July.

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The second cycle targets MPA students who may be graduating in December. The NCACC will reach out to UNC system MPA programs to put out a call for letters of interest and resumes. If there is any interest, the Fellow would begin in January.

The NCACC is extremely interested in seeking participation in the program from larger NC counties. If we choose to participate, Cumberland would be the largest county to do so. Cumberland County can provide a wide range of opportunities and experiences for a future manager. In return, the county will receive management level assistance for a variety of projects for a reasonable investment.

RECOMMENDATION/PROPOSED ACTION:

Management recommends approving participation in the NCACC / ICMA Management Fellowship Program beginning in January 2019 and Budget Revision #B190444 in the amount of \$39,500 for salary, benefits and training/travel. This revision will cover expenses for half of the fiscal year.

Melissa Cardinali, Assistant County Manager, reviewed the background information recorded above. Ms. Cardinali stated possible projects that come to mind for the fellow include sales tax, FEMA issues and the school funding agreement. Ms. Cardinali also stated the hope is that a fellow will be placed in Cumberland County or in one of the county's neighboring eastern North Carolina counties. Ms. Cardinali stated the NCACC will vet applicants and if Cumberland County is approved, it will work with the NCACC to try to recruit a graduate from December's class to begin in January, and if that is not possible, work to secure an MPA graduate for the July time period.

Commissioner Keefe asked about the fellow's tasks and responsibilities. Ms. Cardinal stated the county will have to show the NCACC that it has significant worthy projects that would give a manager the type of experience they can use. Ms. Cardinali stated shadowing would provide mentoring, leadership and new experiences, and the fellow would have tasks just like any employee in the county and held accountable for their responsibilities. Ms. Cannon stated county administration has a long list of projects, ideas and research items that are not moving at this point due to a lack of internal capacity. Additional questions and discussion followed. Ms. Cannon stated this can be seen as another level of succession planning and will grow leaders.

MOTION: Commissioner Adams moved to approve participation in the NCACC / ICMA Management Fellowship Program beginning in January 2019 and Budget Revision #B190444 in the amount of \$39,500 for salary, benefits and training/travel, with this revision covering expenses for half of the fiscal year.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS (3-0)

Consensus followed for staff to target the October ICMA application process for two fellows for Cumberland County. Ms. Cardinali explained this would not change the budget revision numbers,

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would allow her to cast a broader net and know to include the second fellow in the FY20 budget.

4. MONTHLY UPDATES

A. HEALTH INSURANCE

BACKGROUND:

Total health insurance claims for FY19 are in line with FY18 at \$1,483,915 for the month of July. To provide some perspective on the claims, below is the 1-month average for the past 5 fiscal years. This average represents the average claims for July of each fiscal year. Additionally, graphs are provided as an aid to the analysis.

Average claims per fiscal year for July:

FY15 \$2,001,709

FY16 \$2,512,805

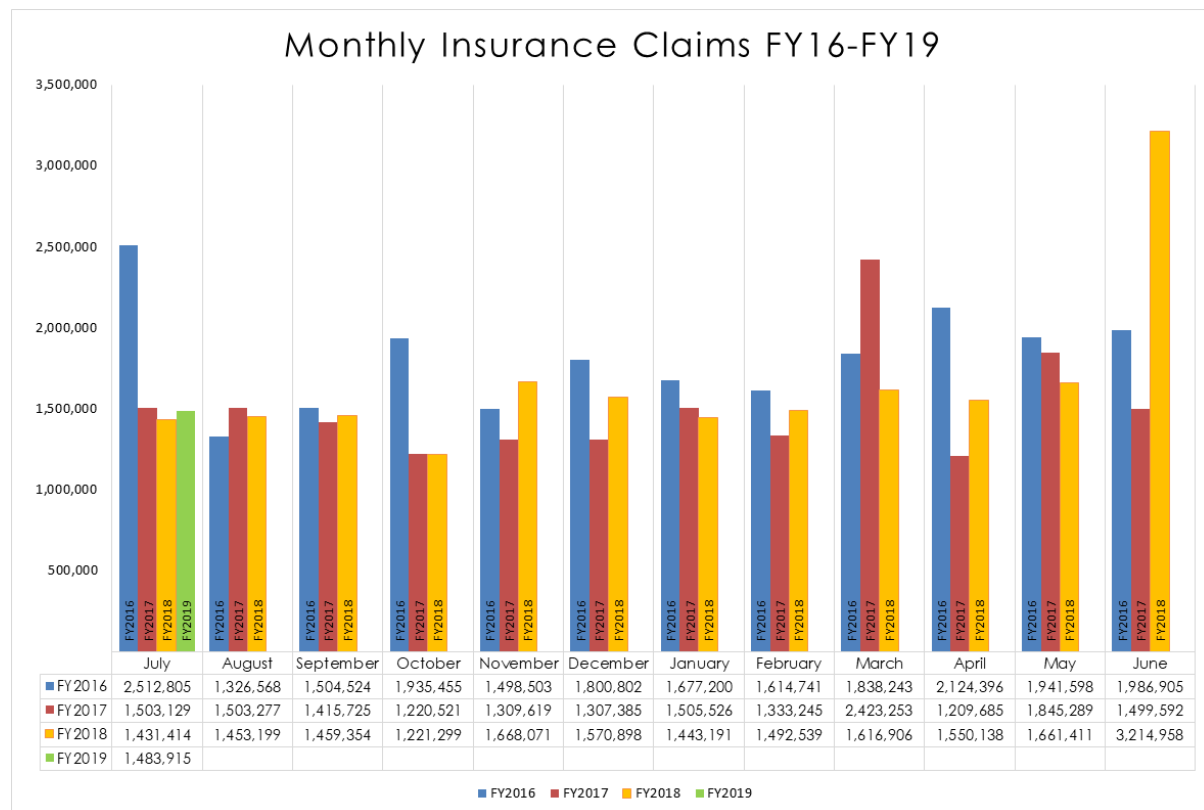
FY17 \$1,503,129

FY18 \$1,431,414

FY19 \$1,483,915

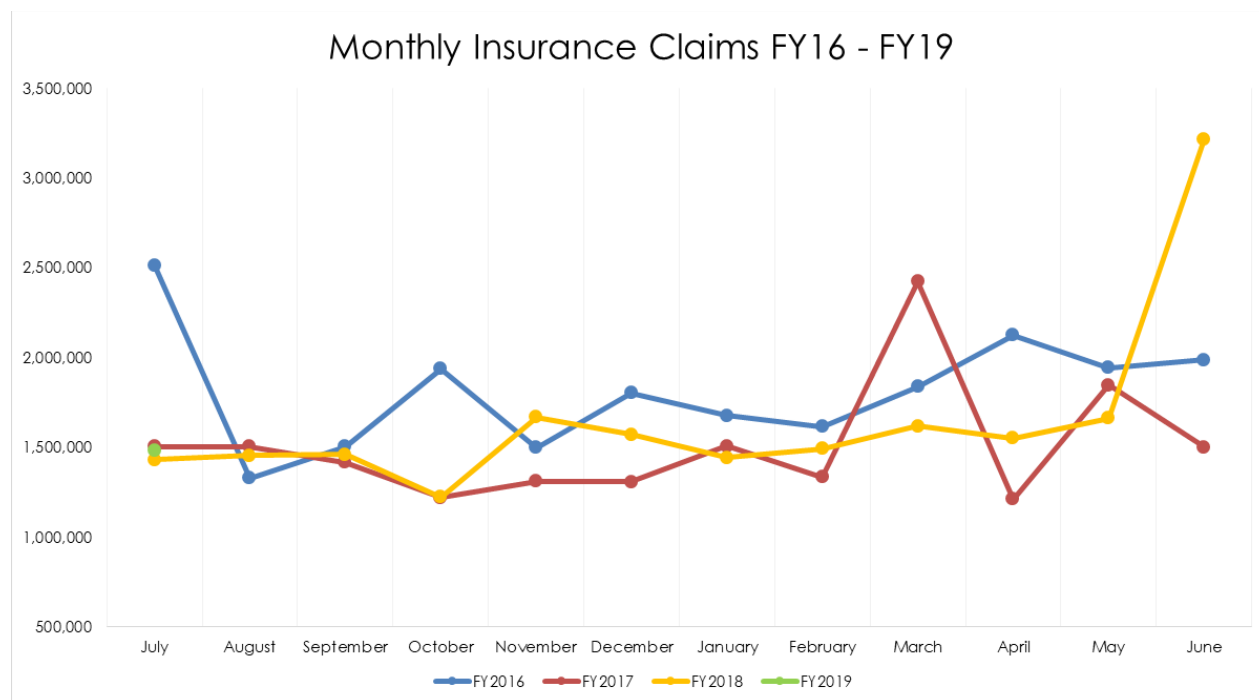
RECOMMENDATION/PROPOSED ACTION:

No action needed – for information only.



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B. CDBG-DR

CUMBERLAND COUNTY CDBG-DR PROGRAM UPDATE FOR THE SEPTEMBER 6, 2018 FINANCE COMMITTEE MEETING

Status as of August 30, 2018:

| Total Applications | Application Intake (Step 1) | State Eligibility Check (Step 2) | State Duplication of Benefits Check (Step 3) | Under Further Review |
|--|------------------------------|----------------------------------|--|----------------------|
| 265 | 74 (14 county/60 city) | 18 (4 county/14 city) | 133 (20 county/113 city) | 23 |
| Inspection & Environmental Review (Step 4) | Grant Determination (Step 5) | Contractor Selection (Step 6) | Construction (Step 7) | Completion (Step 8) |
| 5 (1 county/4 city) | 9 (4 county/5 city) | 0 | 0 | 0 |

*Steps 2-3 performed by State; Steps 1, 4-8 performed by County/City

Note: 3 applications were withdrawn

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Milestones/Activities:

- Request for Project Management Proposal – Review completed – Discussion with potential proposer currently ongoing;
- Ongoing– County will process applications, incomplete applications and submit for review; State will determine eligibility; State will handle environmental review processes;
- County CD Rehab staff have conducted site inspections on properties that are in the Step 3 DOB stage – 8 completed;
- City CD staff have conducted site inspections on properties that are in the Step 3 DOB stage – 2 completed;
- State recently deployed damage assessment teams to assist with site inspections;
- State recently implemented and opened Regional Intake Centers – this will also allow applicants to apply at any center (non-Cumberland residents – 2 *Tier II Counties*)
- State anticipate Step 3 environmental reviews release possible August;
- RFP & Project form for State environmental review process – Robins Meadow Phase II; Day Resource Center in Homeless Initiative Committee for discussion on site determination –County & City Staff tour Transitions Homeless Center site in Columbia, SC 7/16/18 to explore the potential options for proposed project.

Current Staffing:

- State: – David Cauthorn, CD Specialist II, Dept. of Public Safety – (Community Outreach for CDBG-DR); temporary office at Cumberland County Planning Department
- Cumberland County:
 - Sylvia McLean, P.T. Community Development (CD) Consultant; Terrinique Washington, Admin Support Specialist; Tye Vaught, Admin Program Officer II; Chavaugh McLamb, Admin Housing Coordinator II
 - *Housing Project Manager – re-advertised 5/30/18*
- City of Fayetteville: Jay Reinstein and Cindy Blot, CD Director; Anedra Walls, Admin Assistant

C. FINANCIAL REPORT

BACKGROUND

The financial report is included which shows the fiscal year 2018 June year-to-date budget to actual (cash received/cash paid) comparison. The attached report shows results posted through August 23, 2018. Additional detail has been provided on a separate page explaining any percentages that may appear inconsistent with year-to-date budget expectations.

This should not be considered a final report for fiscal year 2018. Over the next several months, Finance will be working toward closing out the fiscal year and audit completion. You can expect updated monthly financial reports pertaining to fiscal year 2018 through October 2018 and a presentation of audit results in December. In November, we will begin reporting on fiscal year 2019 with a summary of results of the first quarter.

RECOMMENDATION/PROPOSED ACTION

No action needed – for discussion and information purposes only.

All references to any materials which are described in these minutes or incorporated into these minutes are to the materials that are contained in the same numbered item in the agenda for this meeting. These may be viewed online in the agenda set out on this web page <http://co.cumberland.nc.us/departments/commissioners-group/commissioners/committee-agendas-and-minutes>

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| | FY16-17 | FY17-18 | FY17-18 | YTD ACTUAL | PERCENT OF | |
|--|-----------------------|-----------------------|-----------------------|------------------------|----------------|-----|
| REVENUES | AUDITED | ADOPTED BUDGET | REVISED BUDGET | AS OF June 30, 2018 | BUDGET TO DATE | * |
| Ad Valorem Taxes | | | | | | |
| Current Year | \$ 156,131,527 | \$ 160,312,162 | \$ 160,962,162 | \$ 163,194,457 | 101.4% | (1) |
| Prior Years | 1,046,732 | 1,121,000 | 1,121,000 | 1,105,826 | 98.6% | |
| Motor Vehicles | 17,683,864 | 18,070,242 | 18,070,242 | 18,788,786 | 104.0% | (2) |
| Penalties and Interest | 650,368 | 667,602 | 667,602 | 740,525 | 110.9% | |
| Other | 1,018,563 | 930,279 | 930,279 | 955,996 | 102.8% | |
| Total Ad Valorem Taxes | 176,531,054 | 181,101,285 | 181,751,285 | 184,785,590 | 101.7% | |
| Other Taxes | | | | | | |
| Sales | 41,517,943 | 41,760,036 | 41,849,536 | 38,366,951 | 91.7% | (3) |
| Real Estate Transfer | 1,091,362 | 700,000 | 700,000 | 1,096,191 | 156.6% | |
| Other | 1,114,408 | 1,111,500 | 1,111,500 | 1,040,243 | 93.6% | |
| Total Other Taxes | 43,723,713 | 43,571,536 | 43,661,036 | 40,503,385 | 92.8% | |
| Unrestricted & Restricted Intergovernmental Revenues | 75,613,483 | 67,300,253 | 70,987,921 | 61,627,167 | 86.8% | (4) |
| Charges for Services | 13,832,010 | 12,056,608 | 12,083,527 | 13,100,993 | 108.4% | |
| Other Sources (includes Transfers In) | 8,945,521 | 6,988,890 | 7,045,838 | 7,754,366 | 110.1% | |
| Proceeds Refunding Bonds | - | - | 23,005,000 | 23,005,000 | 100.0% | |
| Premium on COPS Sold | - | - | 4,285,558 | 4,285,557 | 100.0% | |
| County Closing Contribution | - | - | 254,736 | 254,735 | 100.0% | |
| Lease Land CFVMC | 3,714,637 | 3,714,637 | 3,714,637 | 3,813,452 | 102.7% | |
| Total Other | 12,660,158 | 10,703,527 | 38,305,769 | 39,113,110 | 102.1% | |
| Total Revenue | \$ 322,360,418 | \$ 314,733,209 | \$ 346,789,538 | \$ 339,130,245 | 97.8% | |
| Fund Balance Appropriation | | 8,889,652 | 16,834,681 | - | 0.0% | (5) |
| Total Funding Sources | \$ 322,360,418 | \$ 323,622,861 | \$ 363,624,219 | \$ 339,130,245 | 93.3% | |

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DRAFT

| Fiscal Year 2018 - June Year-to-Date Actuals (Report Run Date: August 23, 2018) | |
|---|---|
| Additional Detail | |
| General Fund Revenues | |
| * | |
| (1) | Current Year Ad Valorem - 101.4% of budget, 99.17% collection rate. |
| (2) | Motor Vehicles - 104.0% of budget. |
| (3) | Sales Tax 91.7% - YTD Actual reflects 11 months of collections. |
| (4) | Unrestricted/Restricted Intergovernmental Revenues 86.8% - revenue accruals for year-end are not yet finalized. |
| (5) | Fund Balance Appropriation 0% - Direct entries are not made to fund balance. |
| | |
| General Fund Expenditures | |
| ** | |
| (1) | Facilities Maintenance 64.9% - Conference Room renovation to be completed in July. This re-appropriation to the FY19 budget was approved at the August 6, 2018 BOCC's meeting. |
| (2) | Board of Elections 50.9% - Capital purchase budgeted for \$809,045 will not be purchased until FY19. |
| (3) | Youth Diversion 38.2% - Not staffed the entire fiscal year. |
| (4) | Engineering 47.1% - Incomplete project (stream debris removal) funded by a grant in FY18 will be requested for re-appropriation during FY19. |
| (5) | Soil Conservation 38.8% - Incomplete projects (stream debris removal) funded by a grant in FY18. This re-appropriation to the FY19 budget was approved at the August 6, 2018 BOCC's meeting. |
| (6) | Industrial Park 4.8% - Maintenance at Cedar Creek Industrial Park did not occur in FY18. |
| (7) | Economic Incentive 65.0% - Economic incentives are budgeted at 100% of agreements but are not paid unless/until the company complies. |
| (8) | Water and Sewer 0% - Funds budgeted for Overhills W&S were not utilized. |
| (9) | Transfers Out 70.7% - Transfers out typically occur at year end and are not yet complete. |
| (10) | Capital Outlay 62.0% - Board of Elections capital equipment and FTCC capital outlay budgeted but not incurred or encumbered makes up the majority of unutilized budget. |

There were no questions or discussion regarding the reports recorded above.

5. OTHER ITEMS OF BUSINESS

MOTION: Commissioner Adams moved to adjourn.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS (3-0)

There being no further business, the meeting adjourned at 8:50 a.m.

All references to any materials which are described in these minutes or incorporated into these minutes are to the materials that are contained in the same numbered item in the agenda for this meeting. These may be viewed online in the agenda set out on this web page <http://co.cumberland.nc.us/departments/commissioners-group/commissioners/committee-agendas-and-minutes>



**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL
AFFAIRS**

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 9/11/2018

**SUBJECT: CONSIDERATION AND APPROVAL OF THE NCACC LEGISLATIVE GOALS
RECOMMENDATIONS**

BACKGROUND

The North Carolina Association of County Commissioners (NCACC) has outlined its state legislative goals development process for the 2019-2020 biennial session and set an October 5 deadline for counties to submit their legislative proposals to the association for consideration.

As part of Cumberland County's process, we asked the Leadership Team and commissioners to submit their recommendations. The attached list has been compiled for your consideration.

The NCACC's legislative goal process timeline is:

- | | | |
|---|---------------------|--|
| - | July - October 2018 | Submission of county goal proposals |
| - | October 2018 | Steering committees review |
| - | November 2018 | Legislative Goals Committee review |
| - | December 2018 | Board of Directors review |
| - | January 2019 | Legislative Goals Conference/Membership vote |

RECOMMENDATION / PROPOSED ACTION

Consider and approve the attached state legislative goals to be forwarded to the NCACC by the October 5, 2018, deadline.

ATTACHMENTS:

Description

NCACC Recommended Legislative Goals

Type

Backup Material

Agriculture

Goal: Support state funding and staffing for agricultural research, Cooperative Extension services and other agriculture-related efforts to support the largest economic driver in North Carolina.

Background: Agriculture touches everyone's life, whether it be in our daily meals or the clothes we wear. Agriculture/agribusiness is the number one industry in North Carolina, contributing \$85 billion to our state's economy. For 2016, agriculture in Cumberland County was responsible for more than \$90 million in cash receipts, ranking Cumberland 38th of North Carolina's 100 counties. About one-fifth of the acreage in the county is devoted to farmland and agriculture. Farming supports other community businesses and the local economy. In addition to the agriculture community, Cooperative Extension provides outreach and assistance to the entire citizenry through programs such as 4H, Master Gardener Volunteers, Better Living Series and much more.

Health and Human Services

Public Health

Goal: Approve funding for Communicable Disease Nurse positions in county public health departments.

Background: The Cumberland County Department of Public Health supports the request from the N.C. Association of Local Health Directors in asking the General Assembly for \$8 million to be spread among all 100 counties to fund a Communicable Disease Nurse position. For Cumberland County, that would be about \$80,000. The increased funding to Local Public Health will help address rapidly emerging infectious disease (e.g. ZIKA, Hepatitis C, Escherichia coli (E. coli) O121 or E. coli O26, Antibiotic Resistant Infections, Coronavirus (MERS), Meningitis, Drug Resistant Tuberculosis, Influenza, etc.) Considering recent national and international concern around communicable disease outbreaks, it is imperative that local health departments have a minimum set of resources available to perform local communicable disease control and community and public health surveillance activities, and to communicate clearly about disease threats within their jurisdictions.

Support for the basic core functions of local public health departments is waning, along with infrastructure funding, impacting local public health ability to accomplish mandated services. Local control of communicable diseases is a well-recognized core public health function here in N.C. and nationally, a role comparable to the public safety mission of law enforcement.

Mental Health

Goal: Restore state single-stream funding for mental health services and support public managed care for the mental health, substance use and intellectually/developmentally disabled populations. Single-stream funding is separate from Medicaid funding. Its primary purpose is to provide much needed behavioral health and I/DD services to the uninsured and

underinsured. Without access to such services, uninsured and underinsured individuals are more likely to be homeless or end up in jails and emergency departments.

Background:

For FY18 and FY19, the General Assembly cut funding to the statewide mental health system by more than \$67 million in recurring funds and \$110 million in non-recurring funds. This \$177 million cut is in addition to \$262 million in single-stream cuts included in the previous budget.

For Alliance Behavioral Healthcare, of which Cumberland County is a member county, FY18 and FY19 reductions have totaled more than \$14.8 million in recurring funds and \$26.3 million in non-recurring, for a total of more than \$41.1 million.

The LME/MCOs were required to utilize their fund balance reserves to maintain service levels to the uninsured/indigent population. As fund balance levels continue to dwindle to make up the shortfall in state funding, services to this most vulnerable segment of their population will be drastically reduced. We request support for ending all further reductions to state appropriations for mental health funding and restoring the state appropriation to more closely match service demands.

There is a stark difference between the benefits Alliance and other LME/MCOs can offer their uninsured/underinsured consumers compared to coverage for Medicaid consumers. According to federal statistics estimating Mental Health/IDD/Substance Use Disorder service needs, 75% of Alliance's Medicaid consumers in need of services receive them compared to just 33% of Alliance's uninsured/underinsured consumers. Medicaid entitles consumers to specified benefits. There is no entitlement to state-funded services, so reduced single-stream allocations mean that services have to be cobbled together for the uninsured/underinsured. This disparity between funding for the uninsured and those with Medicaid means that most services for the uninsured have a limited choice of providers, and some services are no longer available or have limits on enrollment. Additionally, many of those without insurance are employed, but do not receive employer-sponsored healthcare benefits. For these "working poor," state-funded behavioral healthcare helps individuals function as parents, employees and other societal roles.

Social Services

Goal: Increase funding and enhance services for Adult Protective Services and Guardianship while improving behavioral health services.

Background: The number of Adult Protective Services and Guardianship cases continues to rise, and state funds remain stagnant. State funding to support these mandated services has been very limited, resulting in counties funding the services when the limited federal block grant funds are exhausted. With the divestiture of the local county mental health system, the County Department of Social Services remains the only entity to serve as disinterested public guardians. DSS serves not only the elderly population but younger wards entering the system, often due to mental illness and substance abuse. State funding is needed to aid counties in improving outcomes for this vulnerable population.

Increased funding for Guardianship and Adult Protective Services has been recommended by the Ad Hoc Work Group established by the Secretary of Health and Human Services and the Joint Legislative Committee on Health and Human Services.

Goal: Preserve federal and state block grant for county administered programs, oppose unfunded mandates, and prevent unnecessary workload issues.

Background: Federal DHHS Block Grants should be used to support the programs and services for which the grants were originally established.

- Support a plan that prioritizes and ensures existing federal block grant funds are used for mandated services: Work First, child protection, adult protection and guardianship and other community services for older adults, such as Meals on Wheels, adult day care and health.
- Oppose unfunded mandates such as the shifting of mental health guardianship cases to county DSS due to the change to a managed-care behavioral health model.
- Prevent unnecessary workload issues such as increased manpower needed to process public assistance applications due to functionality problems in NC FAST.

Goal: Enhance current Medicaid Overpayment Recoupment Plan mandate to include an error rate threshold and appeal rights for counties (Amendment in Senate Law 2017-57 Section 11H.22.f that adds Article 2 of GS Chapter 108A)

Background: Counties are expected to maintain a 0% error rate for Medicaid eligibility determination when the federal requirement is no more than 3%.

- Align the state-mandated error rate with the federal allowance to reduce financial hardship on counties.
- Improve NC FAST functionality to reduce eligibility determination errors such as implementation of case error alerts prior to allowing a case to be processed in NC FAST.
- Create a process that allows counties the right to formally appeal any proposed financial recoupment for just cause.

Public Education

Goal: Increase funding to State Aid to Public Libraries Fund by \$3 million recurring dollars in order to restore State Aid to pre-recession funding. Additionally, fund NC Kids by \$200,000 in recurring funds.

Background:

Public libraries are critical contributors to local workforce development by providing access to computers, job search assistance, small business support, and help with educational goals.

Assistance with technology is a critical role for public libraries in their communities. Constant updates in hardware and software and arising technology can be an impediment to employment and governmental resources. Library staff are navigators and trainers for the public.

Free early literacy programs and materials ensure that all children can attain the skills needed for success in the formal classroom. Summer activities counter the “summer slide” during which school-age children lose reading skills. Public libraries are integral to our communities as centers of lifelong learning accessible to all citizens.

NC Kids provides access to thousands of digital books for classroom and personal use. Digital access books are critical to children with limited access to physical libraries.

Support for public libraries is a matter of state policy as described in GS 125-7. The State Aid fund supplements, but does not replace, local funding and is distributed to the 80 library systems by a population and per capita income based formula developed by the State Library Commission. As such, State Aid is a critical component of each library’s operating budget, especially for regional library systems that serve multi-county areas.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASST. CO. MGR./INTERIM EMERGENCY SERVICES DIRECTOR

DATE: 9/25/2018

SUBJECT: CONSIDERATION AND APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR) AMENDMENT FOR HURRICANE MATTHEW WITH NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY - DIVISION OF EMERGENCY MANAGEMENT

BACKGROUND

Staff has received and is presenting an amendment to the original CDBG-DR Memorandum of Agreement between the State and Cumberland County for Hurricane Matthew assistance. Attached is a copy of the proposed amendment. Major changes are as follows:

- 1) HUD grant requirements that were missing previously have been added.
- 2) The State has committed a minimum funding amount of \$34,945,328 for CDBG-DR activities in Cumberland County over the life of the CDBG-DR Program.
- 3) The County will no longer administer the City of Fayetteville's portion of the CDBG-DR funding, and the City will become a direct subrecipient of the State.
- 4) The County is ceding program oversight and administration to the State for its portion of the funding.

Staff believes that the above changes will allow for more efficient execution of projects now that the State has adequate staffing and expertise in place to administer this program.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the attached amendment which includes the above major changes.

ATTACHMENTS:

Description
CDBG-DR Amendment

Type
Backup Material

AMENDMENT NUMBER ONE

TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY GRANT AGREEMENT BETWEEN THE NC DEPARTMENT OF COMMERCE; THE NC DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT; AND CUMBERLAND COUNTY, NC

This is Amendment Number One to the Grant Agreement between the NC Department of Commerce (“Commerce”); NC Department of Public Safety, Division of Emergency Management (“NCEM”); and Cumberland County, North Carolina (“Subrecipient”), which became effective on December 1, 2017.

This Amendment serves to amend the Grant Agreement, and any subsequent amendments to that Grant Agreement, by replacing all initial Recitals, all Articles and Sections within Articles, and all Exhibits, with the provisions and exhibits that follow in this Amendment. This Amendment therefore serves as a substitute for the substantive provisions in all prior versions of the Grant Agreement.

As used in this document, “Agreement” refers to the Grant Agreement as amended by this Amendment.

RECITALS

WHEREAS, on October 8-9, 2016, Hurricane Matthew hit central and eastern North Carolina, including Cumberland County, with record-breaking rainfall that created 1,000-year flood events that devastated the people, infrastructure, businesses, and schools of entire communities; and

WHEREAS, certain buildings, facilities, personal items, and equipment owned or rented by residents in the county were damaged by floodwaters associated with Hurricane Matthew; and

WHEREAS, on October 9, 2016, an expedited major disaster declaration from the President of the United States was requested and was granted on October 10, 2016 as FEMA-4285-DR-NC, allowing North Carolina to receive federal aid in the form of individual and public assistance for citizens and local governments; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has allocated Community Development Block Grant -- Disaster Recovery funds (“CDBG-DR”) to the NC Department of Commerce under the Further Continuing and Security Assistance Appropriations Act of 2017 (Public Law 114-254) and the Consolidated Appropriations Act of 2017 (Public Law 115-31) for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster due to Hurricane Matthew;

WHEREAS, pursuant to 82 Fed. Reg. 5591 (Jan. 18, 2017) and 82 Fed. Reg. 36812 (Aug. 7, 2017), the State has received an allocation of CDBG-DR funds from HUD in the amount of \$236,529,000;

WHEREAS, North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-124) requiring the NC Department of Commerce to transfer to the North Carolina Division of Emergency Management all CDBG-DR program funds corresponding with Hurricane Matthew;

WHEREAS, the North Carolina Department of Commerce and the North Carolina Division of Emergency Management executed an agreement on June 30, 2017 to carry out the requirements of S.L. 2016-124;

WHEREAS, the North Carolina Division of Emergency Management, as the contract administrator for the CDBG-DR program, is executing this grant agreement with Cumberland County to implement the State's CDBG-DR Action Plan that was approved by HUD on August 7, 2017;

WHEREAS, the County wishes to proceed with a state-centric model for the Housing Recovery Program, and has chosen to have NCEM administer a number of the steps in the eight-step process;

WHEREAS, NCEM must meet HUD requirements to spend at least 80% of the total CDBG-DR funding allocated to the state in four counties that HUD has identified as the Most Impacted and Distressed, and Cumberland County is one of these counties;

WHEREAS, NCEM has committed to providing at least \$34,945,328 in funding for CDBG-DR activities in Cumberland County over the life of the CDBG-DR program, and in this Agreement, is committing to maintaining the same housing-program allocation for the County as in the original CDBG-DR subrecipient agreement with the County, although the single-family housing portion of that allocation will now be managed by NCEM;

WHEREAS, Cumberland County has elected to have the City of Fayetteville administer the city's portion of the county's original CDBG-DR allocation through a direct subrecipient agreement with NCEM, and this Agreement reflects the reduction in the county's budget to account for the removal of the city's portion; and

WHEREAS, the Parties desire to enter into this Agreement and intend to be bound by its terms;

NOW, THEREFORE, for and in consideration of the Grant, the mutual promises each to the other made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

Article I. GENERAL TERMS AND CONDITIONS OF AGREEMENT

1.1 Grant Documents. The documents described below are hereinafter collectively referred to as the "Grant Documents." In the case of conflict between any of these documents, the terms of Amendment Number One will control. Upon execution and delivery of this Agreement, it and the other Grant Documents and items required hereunder will constitute a valid and binding agreement between the Parties, enforceable in accordance with the terms thereof. The

Agreement constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements.

The Grant Documents consist of:

- (1) The Original Agreement
- (2) Amendment Number One
- (3) Exhibit A – Award Letter and Revised Term Sheet
- (4) Exhibit B – Revised Project Budget

Upon execution and delivery of this Agreement, and the Subrecipient has received its counterpart original of this Agreement, fully executed and with all dates inserted where indicated, then the Agreement will constitute a valid and binding agreement between the Parties, enforceable with the terms thereof.

1.2 Award Identification Information. The following information applies to this Agreement.

Federal Award Identification Number: B-16-DL-37-0001

CFDA Number and Name: 14.228

Federal Award Date: 8/14/2017

Federal award project description: To provide disaster recovery to communities in the Subrecipient's jurisdiction, consistent with the State's HUD-approved CDBG-DR Action Plan.

Is this award for research and development? No

Subrecipient's unique entity identifier: 098235539

Subrecipient's state award number: 17-R-3006

Subrecipient's Award Period of Performance: 12/1/2017 – 12/31/2023

Total Amount of the Federal Award Committed to the Subrecipient: \$3,299,320

Amount of Federal funds obligated by this Agreement: \$5,031,320

Total Amount of Federal Funds Obligated to the Subrecipient: \$3,299,320

1.3 Purpose. Consistent with 2 C.F.R. § 200, Subpart D § 331, the CDBG-DR grant will provide assistance that aids disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization that is needed as a result of Hurricane Matthew, particularly for low-and-moderate-income residents. These services will help North Carolina's impacted towns, cities, and counties recover from this disaster and, as a result, will increase the functional

status of these communities, allowing for greater financial and personal stability of individuals impacted by this disaster.

This grant to Cumberland County will carry out projects as shown in the HUD-approved State CDBG-DR Action Plan, as permitted by this Agreement. To that end, subject to the appropriation, allocation, and availability to NCEM of funds for the activities described in the State Action Plan, NCEM hereby agrees to pay the Grant funds to the Subrecipient in accordance with the payment procedures set forth herein. The obligation of NCEM to pay any amounts under this Agreement are contingent upon the availability and continuation of funds for such purpose. NCEM's obligation to pay Grant funds shall not exceed the total amount budgeted for Subrecipient, as shown in Exhibit B.

1.4 State and County Scope of Work. The implementation of the CDBG-DR program in North Carolina is a shared responsibility between Commerce, NCEM, and the Subrecipient.

- (a) Homeowner Recovery Programs. For the Homeowner Recovery Programs described in the State Action Plan, the Subrecipient has requested that NCEM conduct various steps in implementing the program. The following are the primary steps in the program process: 1) application intake; 2) eligibility review; 3) duplication check to prevent duplication of benefits; 4) inspections for damage assessments and conduct environmental reviews; 5) grant determination including grant calculations and awards; 6) contractor selection, to include construction management; 7) construction; and 8) completion, to include verification and oversight of all spending of grant dollars awarded to recipients.

The following chart shows which entity is the responsible party for each step of the Homeowner Recovery Programs.

| | Step 1 Application | Step 2 Eligibility Review | Step 3 Duplication Check | Step 4 Inspection & Environmental Review | Step 5 Grant Determination | Step 6 Contractor Selection | Step 7 Construction | Step 8 Completion |
|------------|--------------------|---------------------------|--------------------------|--|----------------------------|-----------------------------|---------------------|-------------------|
| Cumberland | C | S | S | S | S | S | S | S |

In the chart above, "S" stands for State responsibility, "C" stands for County responsibility.

- (b) Supportive Services Program. For the Supportive Services Program described in the State Action Plan, the Subrecipient shall identify eligible projects and manage the allocation set forth in the budget table in Exhibit B, in accordance with the terms of this Agreement. NCEM will be responsible, however, for conducting environmental reviews for projects to be funded by these programs, to ensure compliance with 24 C.F.R., Part 58. NCEM will coordinate closely with the Subrecipient to conduct these environmental reviews and to ensure that, as the projects move toward and into construction, CDBG-DR requirements are met. After completion of environmental review and the issuance of a notice to proceed from NCEM, the Subrecipient must notify NCEM of any changes in scope of work that may require reevaluation of the environmental review.
- (c) Other Programs. The Multi-Family Rental Program, which is described in the State Action Plan, shall be managed by NCEM. Under this Agreement, NCEM commits to providing the same amount of funding for this activity in the Subrecipient's county as was provided in the original subrecipient agreement. In the event that the Subrecipient is awarded funds through a competitive-proposal process for this program and/or NCEM decides to allocate funds to the Subrecipient for this program, this Agreement shall be amended to incorporate a scope of work for those activities.

1.5 CDBG National Objectives. All activities funded by this Agreement must meet one of the CDBG-DR program's national objectives: benefit low-and-moderate-income persons; aid in the prevention or elimination of slum or blight; or meet community development needs having a particular urgency. The criteria for meeting these national objectives are found in 24 C.F.R. § 570.208, as amended by 81 Fed. Reg. 83254 (Nov. 21, 2016) (made applicable to the funds provided by this Agreement through 82 Fed. Reg. 5591 (Jan. 18, 2017)). The State's CDBG-DR Action Plan outlines the ways that the program activities funded by this and other subrecipient grants will accomplish the national objectives.

Pursuant to 24 C.F.R. § 570.506, both NCEM and the Subrecipient are required to maintain records sufficient to demonstrate compliance with the criteria for accomplishing the national objectives of CDBG-DR.

1.6 Prohibited Activities. The Subrecipient may only carry out the activities described in this Agreement. The Subrecipient is prohibited from charging to this award the costs of ineligible activities under CDBG-DR, including those described at 24 C.F.R. § 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

1.7 Contract and Reimbursement Period. The term for this grant agreement is from 2/1/2018 to 12/31/2023. The Subrecipient shall commit 100% of non-administrative grant funds and provide documentation to NCEM of the commitments no later than July 31, 2022, and all funds must be expended by the Subrecipient by December 31, 2022.

The burden is on the Subrecipient to request any extensions under the Agreement if the Subrecipient anticipates that the project funds will not be committed by the date by which funds must be committed or expended. Any requests for extensions must be made in writing,

addressed to NCEM, explaining why an extension is needed and proposing the requested new date. NCEM must receive this request at least 60 days before December 31, 2022. NCEM, within its sole discretion, may or may not approve the extension, based on project performance and other contributing factors. NCEM is not responsible for notifying the Subrecipient of any approaching deadlines.

1.8 CCR Registration. The Subrecipient must provide NCEM with documentation of registration in the Central Contractor Registration (CCR) system. The CCR system may be accessed online at www.sam.gov.

1.9 Notice; Contract Administrator. For purposes of this grant agreement where the Subrecipient is required to submit documentation to NCEM pursuant to this Agreement, the Subrecipient shall provide any documentation first to NCEM as contract administrator and subgrantee of the CDBG-DR funds from Commerce, per the terms of the agreement between the two agencies dated June 30, 2017. NCEM will then provide the documentation to Commerce as the entity that is directly responsible to HUD.

All notices, requests or other communications permitted or required to be made by the Subrecipient under this Agreement or other documentation relating to this Agreement shall be given to the Contract Administrator or his/her designee.

The Contract Administrator is:

Mike Sprayberry, Director NC Emergency Management
1636 Gold Star Drive
Raleigh, NC 27607

Notice shall be in writing, signed by the party giving such notice. Notice shall be deemed given three (3) business days following the date when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested.

Article II. PERFORMANCE MONITORING, REPORTING, AND BUDGET

2.1 Monitoring. NCEM shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 C.F.R. §§ 200.330 –200.332, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. NCEM's protocol for monitoring Subrecipient compliance is derived from Chapter 6 of HUD's *Community Planning and Development Monitoring Guidebook*, which may be accessed at https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2.

Substandard performance as determined by NCEM will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a time period specified by NCEM after being notified by NCEM, NCEM may impose additional conditions on the Subrecipient and its use of CDBG-DR funds consistent with 2

C.F.R. § 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 C.F.R. § 200.338.

2.2 Reporting. The Grantee shall report regular performance metrics to NCEM that are necessary to comply with HUD CBDG-DR reporting requirements. NCEM will provide reporting templates and schedules to the Subrecipient. Subrecipient need not report on work that the State is administering, as indicated in Section 1.4 above. In the event that Subrecipient performs technical assistance, copies of the technical assistance offered shall be provided to NCEM on a quarterly basis. NCEM, at its discretion, may conduct technical assistance and monitoring of the Subrecipient on topics relating to the CDBG-DR program.

2.3 Project Schedule. Within 90 days of execution of Amendment One of this Agreement, the Subrecipient must provide a proposed project schedule for activities, using HUD's "Template for Grantee Projections." The Template, along with a guidance document to assist the Subrecipient in completing the Template, can be found at <https://www.hudexchange.info/resource/3685/cdbg-dr-grantee-projections-of-expenditures-and-outcomes/>. For activities that will be administered by NCEM, NCEM will provide a proposed project schedule in consultation with the Subrecipient. On a quarterly basis, Subrecipient shall work with NCEM on updated estimates and projections, as activities progress.

2.4 Budget, Disbursement, and Repayment. The Subrecipient's approved budget under this Agreement is attached as Exhibit B. Exhibit B also governs disbursement procedures, allowed administrative costs, program income, refunds, reversion of unexpended funds, and reduction of grant funds based on lesser actual expenses

Article III. AMENDMENT AND TERMINATION

3.1 Amendment. NCEM, Commerce, and the Subrecipient may amend this agreement at any time provided that such amendments are in writing, make specific reference to this Agreement, are approved by all Parties, and are signed by a duly authorized representative of each Party. Such amendments shall not invalidate this Agreement, nor relieve or release NCEM or Subrecipient from their obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 C.F.R. § 570.200(h) for pre-award/pre-agreement costs).

NCEM or Commerce may, in their discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by NCEM, Commerce, and Subrecipient.

3.2. Termination by Mutual Consent. The Parties may terminate this Contract by mutual written consent with 60 days prior written notice to the Parties, or as otherwise provided by law.

3.3 Termination in the Event of Default. NCEM may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon 60 days' notice, whenever they determine that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. Subrecipient shall be afforded a reasonable period of time to cure any noncompliance. Failure to comply with any terms of this agreement, include (but are not limited to) the following:

- (a) Default in Performance. The default by the Subrecipient or a subsequent Recipient in the observance or performance of any of the terms, conditions or covenants of this Agreement.
- (b) Misrepresentation. If any representation or warranty made by the Subrecipient in connection with the Grant or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
- (c) Abandonment of the Project. If Subrecipient abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

NCEM shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect, along with other notifications required under 2 C.F.R., Part 200, Subpart D. Upon termination, NCEM retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to NCEM any improper expenditures no later than 30 days after the date of termination. NCEM may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement, 2 C.F.R., Part 200, Subpart E, Cost Principles, and any other applicable state or federal statutes, regulations or requirements.

3.4 Additional Remedies. If Subrecipient defaults, NCEM shall have the power and authority, consistent with their statutory authorities: (a) to prevent any impairment of the Grant activities by any acts which may be unlawful or in violation of this Agreement or any other item or document required hereunder; (b) to compel specific performance of any of Subrecipient's obligations under this Agreement; (c) to obtain return of all Grant Funds, including equipment if applicable; and (d) to seek damages from any appropriate person or entity. NCEM shall be under no obligation to complete the activities funded by this Agreement.

3.5 Unavailability of Funds. If funds for the Grant become unavailable, the Subrecipient agrees that NCEM or Commerce has the right to terminate this Agreement by giving 60 days' written notice specifying the termination date of the Agreement, which NCEM or Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Subrecipient shall not expend any Grant funds without NCEM's or Commerce's express written authorization and shall return all unspent Grant funds to NCEM or Commerce upon demand.

3.6 Nonwaiver. No delay, forbearance, waiver, or omission by NCEM or Commerce to exercise any right, power or remedy upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such event of default or to constitute acquiescence therein.

Article IV. FEDERAL AND STATE LAW COMPLIANCE.

The CDBG-DR funds available to the Subrecipient through this Agreement constitute a subaward of Commerce's federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R., Part 200. This Agreement includes terms and conditions of Commerce's Federal award that are imposed on both NCEM and the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

Due to the State–County division of responsibilities for the Homeowner Recovery Programs, as detailed in Section 1.4, some of the following provisions may not apply to the Subrecipient with regard to the Homeowner Recovery Program. This Agreement attempts to make clear that certain obligations will be retained by the State where the State is responsible for carrying out the activities to which certain obligations pertain. In other words, the Subrecipient is not responsible for compliance with obligations that pertain to activities that the State is carrying out under the Housing Recovery Program. To the extent that the Subrecipient is unclear whether it must comply with any of the following provisions as a result of the division of responsibilities noted in Section 1.4 (e.g., if there is a shared responsibility for an activity), the Subrecipient is strongly encouraged to consult with NCEM to determine its compliance obligations.

In contrast with the Housing Recovery Program, the Subrecipient is fully responsible for compliance with the following obligations under any county-run programs funded by this Agreement (e.g., the Community Recovery Infrastructure Program and the Supportive Services Program), except to the extent that NCEM has explicitly agreed to undertake any portion of that compliance (e.g., environmental reviews for these programs).

4.1 General Compliance. The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R., Part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. These Federal Register notices include, but are not limited to, 81 Fed. Reg. 83254 (Nov. 21, 2016), 82 Fed. Reg. 5591 (Jan. 18, 2017), 82 Fed. Reg. 36812 (Aug. 7, 2017). The Subrecipient shall also comply with all other applicable federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

4.2 Duplication of Benefits. The Subrecipient shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). The following provisions apply to the extent that the Subrecipient has retained

responsibility for reviewing applications for assistance, as indicated in Section 1.4 of this Agreement and as such review may be required for county-managed CDBG-DR programs:

Subrecipient must ensure that any applicants for funds provided under this Agreement disclose all financial assistance awarded and/or received in response to the damage from the pertinent disaster, including but not limited to FEMA, the Small Business Administration (SBA), private insurance, National Flood Insurance Program (NFIP), other state, local or federal programs, and private or non-profit organizations donations. The Subrecipient must: (a) verify all sources of disaster relief received by the applicant by conducting third-party verification, as applicable; (b) determine an applicant's unmet need before awarding assistance; and (c) ensure beneficiaries sign a subrogation agreement to repay the assistance if they later receive other disaster assistance for the same purpose. The Subrecipient's procedures shall provide that prior to the award of assistance, the Subrecipient will obtain the best, most available data from FEMA, the Small Business Administration (SBA), etc. The Subrecipient shall reserve the right to adjust the amount of assistance available for an applicant based on the receipt of previous assistance, to prevent the duplication of benefits. Recipients of assistance must report any home damage-related assistance they receive for one year after the award of Program funds. The Subrecipient will monitor compliance with the agreement for one year, by contacting the various agencies noted above or listed in the original DOB calculation and by contacting the recipient of CDBG-DR funds. The applicant must repay any assistance later received for the same purpose as those awarded or provided CDBG-DR funds.

Subrogation: In order to ensure compliance with the duplication-of-benefits requirements of CDBG-DR, Subrecipient must execute a subrogation agreement with any applicant who receives an award of CDBG-DR funds from the Subrecipient. The subrogation agreement shall ensure that the Subrecipient has the right to reimbursement for any payments that an applicant receives under any federal or state program, policy of flood, casualty or property damage insurance, nonprofit donations or grants, or any other funding, or from claims or causes of action the applicant may have related to physical damage to their damaged property (not including contents) caused by Hurricane Matthew that have not previously been included in the calculation of the applicant's award. The subrogation agreement may be standalone, or may be included as a clause in any broader agreement between the Subrecipient and the applicant receiving CDBG-DR funds. NCEM can provide the Subrecipient with sample language for a subrogation agreement.

4.3 Drug-Free Workplace. The Subrecipient must comply with drug-free workplace requirements in Subpart B of 2 C.F.R., Part 2429, which adopts the governmentwide implementation (2 C.F.R., Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701 – 707).

4.4 Insurance and Bonding. The Subrecipient shall comply with the bonding and insurance requirements of 2 C.F.R. §§ 200.310 and 200.325, as applicable.

4.5 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Subrecipient shall comply with the applicable provisions in 2 C.F.R.,

Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, except as modified by 24 C.F.R. § 570.502 and 81 Fed. Reg. 83254 (Nov. 21, 2016). These provisions include:

- (a) Financial & Program Management. The Subrecipient shall expend and account for all CDBG-DR funds received under this Agreement in accordance with the requirements in 2 C.F.R., Part 200, including 2 C.F.R., Part 200, Subpart D, which covers Standards for Financial and Program Management.
- (b) Cost Principles. Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 C.F.R., Part 200, Subpart E. All items of cost listed in Subpart E that require prior federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in Subpart E and are otherwise eligible under this agreement, except for the following:
 - (i) Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency;
 - (ii) Fines penalties, damages, and other settlements are unallowable costs to the CDBG program;
 - (iii) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 C.F.R. § 200.445);
 - (iv) Organization costs (2 C.F.R. § 200.455); and
 - (v) Pre-Award Costs, as limited by this agreement.

4.6 Documentation and Record Keeping.

- (a) Records to be Maintained. The Subrecipient shall establish and maintain records sufficient to enable NCEM and Commerce to (1) determine whether the Subrecipient has complied with this Agreement, applicable federal statutes and regulations, and the terms and conditions of Commerce's Federal award and (2) satisfy recordkeeping requirements applicable to Commerce and NCEM. These records include the records described in Section 1.5 of this Agreement.

At a minimum, the Subrecipient shall maintain records required by 24 C.F.R. § 570.506, as if the requirements in 24 C.F.R. § 570.506 were directly imposed upon the Subrecipient, except Subrecipient is not required to maintain records of activities that the State will be undertaking, as indicated in Section 1.4 of this Agreement.

Subject to the foregoing provision regarding the division of responsibility between the State and County, in order to meet the recordkeeping requirements listed above, the Subrecipient must maintain the following, at a minimum:

- (i) Records providing a full description of each activity undertaken;

- (ii) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG–DR program;
 - (iii) Records required to determine the eligibility of activities;
 - (iv) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - (v) Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG program regulations;
 - (vi) Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R., Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and
 - (vii) Other records necessary to document compliance with this Agreement, any other applicable federal statutes and regulations, and the terms and conditions of this federal award.
- (b) Access to Records. The Subrecipient shall provide any duly authorized representative of Commerce and NCEM, The North Carolina State Auditor, the North Carolina Office of State Budget and Management, HUD, and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant during the period of performance of this Agreement and for three years following the completion of all closeout procedures. All original files shall be maintained at the Subrecipient's offices for access purposes.
- (c) Record Retention and Transmission of Records to Subrecipient. Prior to closeout of this Agreement, the Subrecipient must transmit to NCEM records sufficient for NCEM to demonstrate that all costs under this agreement met the requirements of the federal award. Subrecipient shall retain financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to this Agreement and Subrecipient's award for the longer of 3 years after the expiration or termination of this Agreement, or 3 years after the submission of Commerce's annual performance and evaluation report, as prescribed in 24 C.F.R. § 91.520, in which the specific activity is reported on for the final time. The preceding requirement is however, subject to the following exceptions:
- (i) Records for activities subject to the reversion of assets provisions at 24 C.F.R. § 570.503(b)(7) or change of use provisions at 24 C.F.R. § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this agreement must be retained for 3 years after final disposition;
 - (ii) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
 - (iii) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
 - (iv) When the Subrecipient is notified in writing by HUD, the cognizant agency for audit as defined in 2 C.F.R. § 200.18, the oversight agency for audit as defined in

2 C.F.R. § 200.73, the cognizant agency for indirect costs as defined in 2 C.F.R. § 200.19, or NCEM or Commerce, the Subrecipient shall extend the retention period consistent with the notification;

- (v) When records are transferred to or maintained by HUD or Commerce or NCEM, the 3-year retention requirement is not applicable to the Subrecipient;
- (vi) If the Subrecipient is required to report on program income after the period of performance, the retention period for the records pertaining to the earning of the program income (as defined in this Agreement) starts from the end of the Subrecipient's fiscal year in which the program income is earned; and
- (vii) For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:
 - a. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to NCEM or Commerce) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - b. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to NCEM or Commerce) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

- (d) Client Data and Other Sensitive Information. The Subrecipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement, to the extent the Subrecipient is making eligibility determinations under Section 1.4 of this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. The Subrecipient who obtains this data must comply with 2 C.F.R. § 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD, Commerce, or NCEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

4.7 Closeout. The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 C.F.R. § 200.343. Activities during this closeout period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to NCEM), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income. The rules governing program income acquired after closeout are modified in the Federal Register notice that applies to this Agreement. *See* 81 Fed. Reg. 83254, sec. VI, no. 17 (Nov. 21, 2016).

4.8 Audits, Inspections, and Monitoring

- (a) Single Audit. The Subrecipient must be audited as required by 2 C.F.R., Part 200, Subpart F when it is expected that the Subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.
- (b) Inspections and Monitoring. The Subrecipient shall permit NCEM and Commerce and auditors to have access to the Subrecipient's records and financial statements as necessary for the state agencies to meet the requirements of 2 C.F.R., Part 200. The Subrecipient must submit to monitoring of its activities by NCEM and Commerce as necessary to ensure that the award is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of this agreement. This review must include: (1) reviewing financial and performance reports required by the state agencies; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the Subrecipient from the state agencies detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this federal award provided to the Subrecipient from the state agencies as required by 2 C.F.R. § 200.521.
- (c) Corrective Actions. NCEM or Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The state agencies may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to the Subrecipient detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, NCEM or Commerce may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

4.9 Procurement and Contractor Oversight. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §§ 200.318 – §200.326 when procuring property and services under this Agreement.

The Subrecipient shall impose the Subrecipient's obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, including including 2 C.F.R. § 200, Subpart F. The Subrecipient is responsible to ensure that it has checked the federal System for Awards Management (SAM) (<https://www.sam.gov/portal/SAM>) and the State Debarred Vendors Listing (<http://www.pandc.nc.gov/actions.asp>) to verify that contractors or subsequent recipients have not been suspended or debarred from doing business with the Federal or State government.

The Subrecipient must receive the written approval of NCEM before entering into any contract for which they are seeking reimbursement through CDBG-DR. All subcontractors must be procured in accordance with 2 C.F.R., Part 200. NCEM reviews, verifies, and approves contracts prior to forwarding its approval and all documentation to Commerce.

The Subrecipient shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

4.10 Property Standards. Real property acquired by the Subrecipient under this Agreement shall be subject to 24 C.F.R. § 570.505, 24 C.F.R. § 570.489(j), and 24 C.F.R. § 570.200(j) (imposing 24 C.F.R. § 5.109 requirements regarding disposition and change in use of real property by a faith-based organization).

The Subrecipient shall also comply with the property standards at 2 C.F.R. §§ 200.310 – 200.316, except to the extent they are inconsistent with 24 C.F.R. §§ 570.200(j) and 570.489(j), in which case Subrecipient shall comply with 24 C.F.R. §§ 570.200(j) and 570.489(j), and except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this Agreement, pursuant to 24 C.F.R. § 570.489(e)(1)(ii).

Green Building. Pursuant to 81 Fed. Reg. 83254, sec. VI, no. 28(a) – (d) (Nov. 21, 2016), all new construction of residential buildings and all replacement of substantially damaged residential buildings funded under this Agreement must meet an industry-recognized standard that has achieved certification under at least one of the following programs: (i) ENERGY STAR (Certified Homes or Multifamily High-Rise), (ii) Enterprise Green Communities; (iii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), (iv) ICC–700 National Green Building Standard, (v) EPA Indoor AirPlus (ENERGY STAR a prerequisite), or (vi) any other equivalent comprehensive green building program acceptable to HUD.

For rehabilitation work funded by this Agreement, Subrecipients must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist, available at <https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-buildingchecklist/>. When older or obsolete products are replaced as part of the rehabilitation work, rehabilitation is required to use ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances.

4.11 Federal Funding Accountability and Transparency Act (FFATA). The Subrecipient shall comply with the requirements of 2 C.F.R., Part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 C.F.R., Part 25, Appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

4.12 Relocation and Real Property Acquisition. The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 U.S.C. §§ 4601 – 4655, 49 C.F.R., part 24, 24 C.F.R., part 42, and 24 C.F.R. § 570.606. In addition to other URA requirements, these regulations implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5181, which provides that “Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the [URA] shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act.” Portions of these regulations have been waived for the funds provided under this Agreement, pursuant to 81 Fed. Reg. 83254, sec. VI, no. 19 (Nov. 21, 2016).

4.13 Nondiscrimination.

- (a) 24 C.F.R., Part 6. The Subrecipient will comply with 24 C.F.R., Part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 – 6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R., Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R., Part 146, which implement the Age Discrimination Act for HUD programs.
- (b) Architectural Barriers Act and the Americans with Disabilities Act. The Subrecipient shall ensure that its activities funded under this Agreement are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151 – 4156) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 C.F.R. § 40.2 or the definition of “building” as defined in 41 C.F.R. § 101-19.602(a) is subject to the requirements of the Architectural Barriers Act and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R., Part 40 for residential structures, and appendix A to 41 C.F.R., Part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

Additionally, for projects funded under this Agreement, the Subrecipient must comply with the North Carolina Building Code's standards for constructing or altering building and facilities to make them accessible to and useable by the physically handicapped.

- (c) State and Local Nondiscrimination Provisions. Subrecipient agrees to comply with state nondiscrimination provisions found at N.C. Gen. Stat. §§ 143-422.1 – 422.3 (Equal Employment Practices); and § 41A-1-10 (NC Fair Housing Act).
- (d) Title VI of the Civil Rights Act of 1964 (24 CFR part 1).
 - (i) *General Compliance:* The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 C.F.R. §§ 570.601 and 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R., Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R., Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R., Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.
 - (ii) *Assurances and Real Property Covenants:* As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this Part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case

of a subsequent transfer, the transferee, for the period during which the property 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, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the State and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property 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.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of Part 1 shall extend to any facility located wholly or in part in such space.

(e) Affirmative Action.

- (i) *Approved Plan.* The Subrecipient agrees that it shall carry out, pursuant to NCEM's specifications, an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 41 C.F.R., Part 60. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this Agreement.
- (ii) *Women- and Minority-Owned Businesses (W/MBE).* The Subrecipient shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) – (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement. In addition, consistent with N.C. Gen. Stat. § 143-128.2, Subrecipient must include a 10% goal for participation by minority- and women-owned businesses in total value of work for every building project funded by this Agreement, and shall make good-faith effort to recruit minority- and women-owned businesses for the work.

- (iii) *Notifications.* The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (iv) *Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.* The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

4.14 Labor Standards. The Subrecipient shall comply with the labor standards in 04 N.C.A.C. 19L.1006, which incorporate the requirements of the Davis-Bacon Act (40 U.S.C. § 276a), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327 through 333), the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*), and federal anti-kickback laws (18 U.S.C. § 874 and 40 U.S.C. § 276a). However, The Davis Bacon Act requirements (prevailing wages) apply only to residential construction where the property has eight or more units, or to nonresidential construction projects that exceed \$2,000. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to NCEM or Commerce for review upon request.

4.15 Section 3 of the Housing and Urban Development Act Notice. The Subrecipient agrees to comply with these "Section 3" requirements and to include the following language in all agreements executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

4.16 Conduct.

- (a) Hatch Act. The Subrecipient shall comply with the Hatch Act, 5 U.S.C. §§ 1501 – 1508, ensuring that no funds provided, nor personnel employed under this Agreement, shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.
- (b) Conflict of Interest. In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in 2 C.F.R. §§ 200.317 and 200.318, N.C. Gen. Stat. § 14-234, and 04 N.C.A.C. 19L.0914. In all cases not governed by 2 C.F.R. §§ 200.317 and 200.318, the

Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.611. Certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by Department of Housing and Urban Development (“HUD”) and/or Commerce or NCEM upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(4).

(c) Lobbying Certification. The Subrecipient hereby certifies that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- (iii) It shall require that the language of paragraph (a) through (d) 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; and
- (iv) 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 required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

4.17 Religious Activities. The Subrecipient shall comply with all applicable regulations set forth under 24 C.F.R. § 5.109 concerning the participation of faith-based organizations in HUD programs, including subsection (j) regarding the acquisition, construction, and rehabilitation of structures that may involve religious purposes. Funds provided under this agreement shall not be utilized for inherently religious activities, such as worship, religious instruction, or proselytization.

4.18 Environmental Conditions. Recipients of CDBG-DR funds are required to comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) found at 24 C.F.R., Part 58 and complete an Environmental Review Record (ERR). NCEM may also require additional environmental reviews for projects that receive these funds. No funds may be

obligated or expended by Subrecipient until the environment review procedures outlined in Part 58 have been complied with.

Regardless of whether the State or the Subrecipient will conduct environmental reviews, the Subrecipient must comply with the limitations in 24 C.F.R. § 58.22, which imposes limitations on activities pending environmental clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A Request for Release of Funds may be processed after all conditions and compliance requirements have been met. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall also comply with the following environmental compliance requirements, insofar as they apply to the performance of this Agreement: (1) The Clean Air Act (42 U.S.C. § 7401 et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §§ 7506(c) and (d)); (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 C.F.R., Parts 6, 51, and 93); and (3) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., as amended, including the requirements specified in Sections 114 and 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

4.19 Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential housing with assistance provided under this Agreement shall be subject to HUD's Lead-Based Paint Regulations at 24 C.F.R. § 570.608, 24 C.F.R. § 35, Subpart B, and Chapter 130A of the North Carolina General Statutes, Article 19A (Lead-Based Paint Hazard Management Program). Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

4.20 Flood Hazards and Flood Insurance. The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 U.S.C. § 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. § 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase

requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

In addition, the following requirements apply to projects in floodplain zones:

- (a) If the project occurs in a Coastal High Hazard Area (V Zone) or a floodway, federal assistance may not be used at this location if the project is a critical action pursuant to 24 C.F.R. §§ 55.1(c) and 55 Subpart B, except as provided therein. For projects allowed under 24 C.F.R. §§ 55.1(c) and 55 Subpart B, the eight-step process shall be followed pursuant to 24 C.F.R. § 55.20.
- (b) If the project occurs in a 100-year floodplain (A Zone), the 8-Step Process is required as provided for in 24 C.F.R. § 55.20 or as reduced to the 5-Step Process pursuant to 24 C.F.R. § 55.12(a), unless an exception is applicable pursuant to 24 C.F.R. § 55.12(b).
- (c) If the project occurs in a 500-year floodplain (B Zone or shaded X Zone), the 8-Step Process is required for critical actions as provided for in 24 C.F.R. § 55.20 or as reduced to the 5-Step Process pursuant to 24 C.F.R. § 55.12(a), unless an exception is applicable pursuant to 24 C.F.R. § 55.12(b).

Additional elevation standards, as set forth in 81 Fed. Reg. 83254, sec. VI, no. 28(e) (Nov. 21, 2016), apply to projects funded by this Agreement. All structures, defined at 44 C.F.R. § 59.1, designed principally for residential use and located in the 1 percent annual (or 100-year) floodplain that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 C.F.R. § 55.2(b)(10), must be elevated with the lowest floor, including the basement, at least two feet above the 1 percent annual floodplain elevation. Residential structures with no dwelling units and no residents below two feet above the 1 percent annual floodplain, must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 C.F.R. § 60.3(c)(3) or successor standard, up to at least two feet above the 1 percent annual floodplain. All Critical Actions, as defined at 24 C.F.R. § 55.2(b)(3), within the 0.2 percent annual floodplain (or 500-year) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 0.2 percent annual floodplain flood elevation or three feet above the 1 percent annual floodplain. If the 0.2 percent annual floodplain or elevation is unavailable for Critical Actions, and the structure is in the 1 percent annual floodplain, then the structure must be elevated or floodproofed at least three feet above the 1 percent annual floodplain level. Applicable State, local, and tribal codes and standards for floodplain management that exceed these requirements, including elevation, setbacks, and cumulative substantial damage requirements, must be followed.

4.21 Historic Preservation. To the extent that environmental review is carried out by the Subrecipient through funds provided under this Agreement, the Subrecipient shall follow the state historic preservation programmatic agreement, which can be found on the RebuildNC website at <https://www.rebuild.nc.gov/reporting-and-compliance/environmental-review>. The programmatic agreement implements the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 C.F.R., Part 800, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic

Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

4.22 Eligibility Restrictions for Certain Resident Aliens. The Subrecipient shall comply with all applicable regulations set forth under the 24 C.F.R. § 570.613 regarding the eligibility requirements of certain resident aliens, unless the Subrecipient has chosen the state to conduct applicant-eligibility review.

4.23 Policies Concerning Nonviolent Demonstrations. Pursuant to 81 Fed. Reg. 83254, sec. VI, no. 47.k (Nov. 21, 2016), Subrecipient certifies that it has adopted and is enforcing: (1) 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 (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

4.24 Citizen Participation. The Subrecipient must satisfy the requirements of 81 Fed. Reg. 83254, sec. VI, no. 4 (Nov. 21, 2016), which waives and replaces provisions of 24 C.F.R. § 570.486. Specifically, if the Subrecipient is managing the application process, as outlined in Section 1.4 above, the Subrecipient must offer multiple methods of communication to provide applicants with timely information on the status of their applications, and must implement a system to accept citizen complaints and respond to such complaints in writing within 15 working days of receipt.

4.25 Housing Counseling. To the extent that any housing counseling is carried out by the Subrecipient through funds provided under this Agreement, such activities must be carried out in accordance with 24 C.F.R. § 5.111.

4.26 No Funding to Private Utilities. Pursuant to 81 Fed. Reg. 83254, sec. VI, no. 46 (Nov. 21, 2016), no funds provided under this Agreement may be used to assist a privately owned utility for any purpose.

4.27 Broadband Infrastructure in Housing. Pursuant to 81 Fed. Reg. 83254, sec. VI, no. 28(f) (Nov. 21, 2016), if funds under Agreement are used for any new construction or substantial rehabilitation (as defined by 24 C.F.R. § 5.100) of a building with more than four rental units, those structures must include installation of broadband infrastructure, except where the Subrecipient documents that: (a) The location of the new construction or substantial rehabilitation makes installation of broadband infrastructure infeasible; (b) the cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden; or (c) the structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible.

Article V. OTHER MISCELLANEOUS PROVISIONS

5.1 Deobligation of Unused Funds. When project costs are less than the grant award amount, excess award funds shall be deobligated back to NCEM. Administration and project

delivery funds shall be deobligated in proportion to the amount of program funds being deobligated to NCEM.

5.2 Complaints and Grievance procedures for Compliance Plans. Subrecipient must address complaints to NCEM and/or the Rebuild NC website (<https://www.rebuild.nc.gov/>). Citizen complaints can be filed to NCEM and/or the Rebuild NC website (<https://www.rebuild.nc.gov/>).

5.3 Benefit. This Agreement is made and entered into for the sole protection and benefit of Commerce and NCEM, the State and the Subrecipient, and their respective successors and assigns, subject always to the provisions of the Agreement. Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Commerce and NCEM, the State and the Subrecipient and their respective successors and assigns. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, other than as expressly provided in this Agreement. It is the express intention of the Parties and their respective successors and assigns that any such person or entity, other than the State, Commerce and NCEM, and the Subrecipient, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

5.4 Further Assurance. In connection with and after the disbursement of Grant funds under this Agreement, upon the reasonable request of NCEM or Commerce, the Subrecipient shall execute, acknowledge and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by NCEM or Commerce or otherwise appropriate to carry out and effectuate the Grant as contemplated by this Agreement. NCEM or Commerce may require the delivery of documents in hard copy or electronic media.

5.5 Independent Status of the Parties. The Parties are independent entities and neither this Agreement nor any provision of it or any of the Grant Documents shall be deemed to create a partnership or joint venture between the Parties. Further, neither the Agreement nor any of the Grant Documents shall in any way be interpreted or construed as making the Subrecipient, its agents or employees, agents or representatives of Commerce and NCEM. The Subrecipient is and shall be an independent contractor in the performance of this Agreement and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. In no event shall Commerce and NCEM be liable for debts or claims accruing or arising against the Subrecipient. The Subrecipient represents that it has, or shall secure at its own expense, all personnel required in the performance of this Contract. Such employees shall not be employees of, nor have any individual contractual relationship with, Commerce and NCEM.

5.6 Indemnity. The Subrecipient agrees, to the fullest extent permitted by law, to release, defend, protect, indemnify and hold harmless the State, Commerce and NCEM, its employees and agents against claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of: (a) damages or injuries to persons or property caused by

the negligent acts or omissions of Subrecipient, its employees, or agents in use or management of the Grant; and (b) for any claims, whether brought in contract, tort, or otherwise, arising out of this Agreement, if related to the Subrecipient's actions or omissions. The obligations under this paragraph are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Grant funds, as well as any termination of this Agreement.

5.7 Binding Effect, Contract Not Assignable. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto; provided, however, that the Subrecipient may not assign this Agreement or any of its rights, interests, duties or obligations hereunder or any Grant proceeds or other moneys to be advanced hereunder in whole or in part unless expressly allowed under this Agreement, without the prior written consent of NCEM and Commerce, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without said consent shall be void.

5.8 Savings Clause. Invalidity of any one or more of the provisions of this Agreement, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.

5.9 Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Agreement.

5.10 Survival. Where any representations, warranties, covenants, indemnities or other provisions contained in this Agreement by its context or otherwise, evidences the intent of the parties that such provisions should survive the termination of this Agreement or any Closing, the provisions shall survive any termination or Closing.

5.11 Incorporation of Exhibits. All exhibits attached to this Contract are fully incorporated as if set forth herein.

5.12 Entire Contract. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.

5.13 Headings. The headings of the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand the express provisions of this Agreement.

IN WITNESS WHEREOF, the Subrecipient and Commerce and NCEM have executed this Agreement in two originals as of the Effective Date. One original shall be retained by each Party. If there is any controversy among the documents, the document on file in NCEM's office shall control.

[Signature page follows.]

AGREED:

**County Manager
Cumberland County**

Date

**Michael A. Sprayberry
NCEM**

Date

NC Department of Commerce

Date

EXHIBIT B

PROJECT BUDGET, DISTRIBUTION OF FUNDS, AND REFUNDS**CDBG-DR Project No. 17-R-3006****1. Project Budget**

- a. To obtain payment, the Subrecipient must submit itemized documentation substantiating direct costs incurred in implementing the CDBG-DR program. The Subrecipient's budget for the CDBG-DR program is as follows. The individual allocations are amounts up to which the Subrecipient may seek reimbursement for the corresponding line item.

| | New SRA Allocation | Original SRA Allocation | Change in Allocation |
|---|---------------------|-------------------------|------------------------|
| Administrative Costs - 1% | \$ 66,320 | \$ 400,000 | \$ (333,680) |
| Project Delivery Costs | \$ 400,000 | \$ - | \$ 400,000 |
| Planning & Capacity Costs ¹ | \$ 333,000 | \$ 1,000,000 | \$ (667,000) |
| Total Support Admin/PD | \$ 799,320 | \$ 1,400,000 | \$ (600,680) |
| Housing Programs ² | \$ - | \$ 8,660,000 | \$ (8,660,000) |
| Community Recovery Infrastructure (CRI) Program | \$ - | \$ 3,800,000 | \$ (3,800,000) |
| Multi Family Rental Program ³ | | \$ 4,900,000 | \$ (4,900,000) |
| Public Housing Program | \$ - | | \$ - |
| Supportive Services Program ⁴ | \$ 2,500,000 | \$ 2,500,000 | \$ - |
| DOC Economic Development Program ⁵ | \$ - | \$ 2,000,000 | \$ (2,000,000) |
| | | \$ - | \$ - |
| Activity Delivery | \$ 2,500,000 | \$ 21,860,000 | \$ (19,360,000) |
| County Controlled Funds | \$ 3,299,320 | \$ 21,260,000 | |
| DOC Economic Development Program | \$ - | \$ 2,000,000 | |
| NCEM Implemented Funds in County^^ | \$ 1,732,000 | | |
| Total Hurricane Matthew CDBG-DR Funds | \$ 5,031,320 | \$ 23,260,000 | \$ (18,228,680) |

¹In the initial grant agreement executed between NCEM and the County, NCEM provided up to \$1,000,000 for planning and capacity-building activities. The County and City of Fayetteville are splitting this allocation with 67% of the funds being provided to the city and 33% of the funds provided to the county.

²Applications for the Housing Programs will be documented in the State's system of record for the Housing Programs. With the State-centered grant determination model, reimbursements for homeowner programs will be drawn from the State. Every two weeks, NCEM will produce and deliver a report to the Subrecipient detailing housing program draws, applications, and awards.

³The Multi-Family Housing program is designed to be a state-run program with an open application period. The initial grant agreement between NCEM and the county allocated up to \$4,900,000 in funding for this program for a two-year period. NCEM is committed to working with the city and county to identify CDBG-DR eligible projects that will meet this commitment, consistent with division of multi-family housing funds selected by the City and County.

⁴The City and County have expressed a desire for the County to manage this allocation.

⁵Economic development activities will be administered by Commerce.

2. Disbursement of Grant Funds.

- a.** No funds may be obligated or expended in any project activity except for the administrative activity in the project until the Subrecipient has complied with the Environmental Review Procedures for the CDBG Program and the CDBG environmental regulations contained in 24 C.F.R., Part 58.
- b.** No funds may be obligated or expended in any project activity except the administrative activity until the Subrecipient has submitted supporting documentation as specified in a document checklist to be provided to Subrecipient by NCEM.
- c.** Requests for Reimbursement.
 - i.** Any reimbursement request, other than administrative costs, must be accompanied by a request and any supporting materials as requested by NCEM. NCEM may, in its sole discretion, request additional documentation before approving any release of funds. NCEM will approve each request individually. The Subrecipient must receive the written approval of NCEM before entering into any contract for which they are seeking reimbursement through CDBG-DR.
 - ii.** Upon satisfactory documentary support for a reimbursement request, as determined by NCEM and Commerce, disbursement of grant funds will follow the check-write schedule for the NC Department of Public Safety, a schedule which will be provided to Subrecipient by NCEM. To obtain reimbursement, the Subrecipient shall submit to NCEM the following documentation:
 - A.** A completed and signed Payment Request form, accompanied by appropriate itemized documentation supporting all expenses claimed and that clearly identifies each expenditure of grant funds

for which reimbursement is claimed, along with verification of matching Subrecipient funds, if any are required. The supporting documentation must be organized in a manner that clearly relates the expenses shown in the supporting documentation to the line items shown in the Payment Request.

- B. Any request for reimbursement that does not clearly identify each expenditure and relate each expenditure to the line items shown on the request will not be processed, and will be returned to the Subrecipient for correction and re-submittal. **The Subrecipient shall identify any sales tax for which reimbursement has been or will be obtained from the State Department of Revenue, and such monies shall not be reimbursed.**
- d. **Reimbursement Based on Progress.** The Subrecipient agrees to proceed with diligence to accomplish the Project according to the schedule set out in the Agreement and shall show appropriate progress prior to each reimbursement. Reimbursement may be withheld or delayed if the Subrecipient fails to make progress on the Project satisfactory to NCEM. Amounts withheld shall be reimbursed with subsequent reimbursements in the event that the Subrecipient is able to demonstrate an ability to resume satisfactory progress toward completion of the Project.
- e. **No Excess Costs.** NCEM agrees to pay or reimburse the Subrecipient only for costs actually incurred by the Subrecipient that do not exceed the funds budgeted for the Project shown in Exhibit B.
- f. **Advances.** Upon consultation with NCEM, the Subrecipient may request advances for construction-related projects in extenuating circumstances. Approval of such advances are in the sole discretion of NCEM.
- 3. **Costs of Program Administration.** The Subrecipient's requests for reimbursement for program administration shall be made under either the Program Administration line item or the Activity Delivery line item of the reimbursement form, and shall conform with the following:
 - a. Costs allowable under the Program Administration line item are costs incurred for the general management, oversight, and coordination of the CDBG-DR grant. Examples include: monitoring overall program performance, leased office space and general operations, staff time and/or contracted services to manage the funds and CDBG-DR program overall, administrative support (e.g., legal/accounting/HR/audit), financial management/DRGR, reporting/QPR, and ongoing compliance monitoring after project close-out.
 - b. Costs allowable under the Activity Delivery line are costs incurred by the Subrecipient directly related to delivery of a specific CDBG-DR project or service to a beneficiary. Examples include: site-specific environmental costs, engineering/design/architecture services for a project, applicant intake/eligibility

screening, project underwriting/selection, leased office space and related utility costs for delivering a single program.

- c. More information on the classification of CDBG-DR costs can be found at <https://www.hudexchange.info/trainings/courses/2016-cdbg-dr-program-planning-administration--activity-delivery-webinar/994/>.
- 4. Period for Incurring Reimbursable Expenditures. NCEM will reimburse the Subrecipient only for allowable Project expenditures that are incurred by the Subrecipient or the Subrecipient's consultants, contractors, or vendors during the period between the Award Date and the Expiration Date of the Agreement. NCEM will not reimburse the Subrecipient for Project expenditures that are not incurred during this period.
- 5. Program Income, Refunds, Reversion of Unexpended Funds, and Reduction of the Grant based on Qualified Made less than Budgeted Cost.
 - a. Program Income. The Subrecipient shall transfer all Program Income to NCEM, which will then transfer the Program Income to Commerce for a decision on reallocating the Program Income for eligible activities in accordance with 24 C.F.R. § 570.504. Program income is generally defined as gross income received by the Subrecipient directly generated from CDBG-DR funds. Examples of program income are included in the Federal Register notice applicable to this grant, 81 Fed. Reg. 83254, sec. VI, no. 17 (Nov. 21, 2016).
 - b. Refunds. The Subrecipient shall repay to NCEM any compensation it has received that exceeds the payment to which it is entitled herein, including any interest earned on funds reimbursed pursuant to the Agreement.
 - c. Unexpended Funds. Any unexpended Grant monies shall revert from NCEM to Commerce upon termination of the Agreement. If the Subrecipient has any CDBG-DR funds on hand or accounts receivable attributable to the use of CDBG-DR funds at the time of termination, the Subrecipient shall transfer such funds and accounts receivable to NCEM.
 - d. Reduction of the Grant made less than projected budget amounts. NCEM may reduce the Grant amount if the Subrecipient expects that actual expenses will be less than budgeted. A copy of the budget amendment will be forwarded from NCEM to Commerce.
 - e. Reimbursement for Improper Expenditures. In the sole discretion of NCEM, NCEM will recapture from the Subrecipient any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services should include a clause holding the administering organization responsible for reimbursement to the Subrecipient for any improperly expended grant funds, due to the actions or omissions of the administering organization, that had to be returned to NCEM.
 - f. Ineligible Real Property. Any real property under the Subrecipient's control that is acquired or improved in whole or in part with CDBG-DR funds in excess of

\$25,000 must be used to meet one of the national objectives in 24 C.F.R. § 570.208 until five years after expiration of this Agreement. For any real property which is not used to meet one of the national objectives of CDBG-DR, the Subrecipient shall pay to NCEM an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required if the property no longer meets one of the national objectives after five years following the expiration of this Agreement. The regulations concerning any change in the use or planned use of real property acquired with CDBG-DR funds, found in 24 C.F.R. § 570.505, apply to this Agreement.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASST. CO. MGR./INTERIM E.S. DIRECTOR

DATE: 9/25/2018

**SUBJECT: CONSIDERATION AND APPROVAL OF HURRICANE MATTHEW DRA2017
MEMORANDUM OF AGREEMENT BETWEEN NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY - DIVISION OF EMERGENCY
MANAGEMENT**

BACKGROUND

Staff has received and is presenting a Memorandum of Agreement between the State and Cumberland County for Hurricane Matthew assistance. The proposed grant amount is \$1,903,500 and these funds will expire December 31, 2022. These are State funds and not a pass-through from the Federal government.

The funds can be used for a variety of purposes that are detailed as follows:

- Owner-occupied home repair not covered by the CDBG-DR program such as rehabilitation, reconstruction or mitigation acquisition, reimbursement for homeowner repair/cleaning expenses, and limited mobile home replacement
- Repair of low to moderate income rental housing not covered by CDBG-DR
- Housing elevation, acquisition and mitigation reconstruction for homes not covered by HMGP
- Access to State Acquisition Relocation funds for low to moderate income homeowners
- Flood insurance subsidies
- Temporary housing and/or rental assistance for storm victims

This program contains specific eligibility criteria and income eligibility requirements which are detailed in the attached agreement.

RECOMMENDATION / PROPOSED ACTION

Staff recommends Board approval of the DRA2017 Memorandum of Agreement for the aforementioned purposes.

ATTACHMENTS:

Description

DRA2017 MOA

Type

Backup Material

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

CUMBERLAND COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA# DRA2017 (Cumberland County)

Tax ID/EIN#: 56-6000291

DPS Fund Code: 2X040052-5369DR02617;
2X040053-5369DR02617

DUNS #: 098235539

MOA Amount: \$1,903,500.00

MOA Performance Period of Performance: 12/1/2017 – 12/31/2022

This Memorandum of Agreement (“MOA”) is made this ____ day of _____, 2018, by and between Cumberland County (“County”), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT (“NCEM”). This MOA supersedes and replaces any prior agreement between the parties relating to funding provided by the Disaster Recovery Act of 2017 (S.L. 2017-119).

WITNESSETH:

WHEREAS, on October 8-9, 2016, Hurricane Matthew hit central and eastern North Carolina including Cumberland County with record breaking rainfall that created 1,000-year flood events that devastated the people, infrastructure, businesses, and schools of entire communities;

WHEREAS, certain buildings, facilities, personal items and equipment owned or rented by residents in the County were damaged by floodwaters associated with the severe weather associated with Hurricane Matthew (hereinafter collectively referred to as the “storm survivors”);

WHEREAS, an expedited major disaster declaration from the President of the United States was granted on October 10, 2016 as FEMA-4285-DR-NC;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-214) requiring the NCEM to develop, implement and fund disaster assistance programs to meet the emergency sheltering and short-term housing needs of individuals affected by Hurricane Matthew and Tropical Storms Julia and Hermine;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2017 (S.L. 2017-119), which allows NCEM to provide housing and other support funding to storm victims; and

WHEREAS, pursuant to Executive Order No. 120, dated December 9, 2016, and the applicable statutes cited therein, including N.C. Gen. Stat. § 166A-19.41(d)(3), and subject to the terms and conditions of this MOA, NCEM will provide a grant to the County for the purpose of providing individual assistance to eligible storm survivors.

NOW THEREFORE, in consideration of the mutual promises contained herein, NCEM and the County agree as follows:

I. SCOPE OF SERVICES: Pursuant to the Disaster Recovery Act of 2017 (DRA 17), Session Law 2017-119, funds provided by this MOA may be used by the County for the following housing-related activities:

- a) Repair of owner-occupied low- to moderate-income housing not covered by Community Development Block Grant Disaster Recovery Program funding to include:
 - 1) Rehabilitation for homes including mobile homes with damages totaling less than 51% of its pre-disaster market or tax value,
 - 2) Reconstruction or mitigation-acquisition for homes with damages totaling 51% or more of pre-disaster market or tax value,
 - 3) Reimbursement to homeowners for out-of-pocket expenses to clean and repair (not upgrade) their homes following the disaster but prior to implementation of the Homeowner Recovery Program (these costs are only reimbursable if expended within two years of the disaster incident (October 8, 2018)),
 - 4) Replacement of mobile homes with damages totaling 51% or more of pre-disaster market or tax value.
- b) Repair of low- to moderate-income rental housing not covered by Community Development Block Grant Disaster Recovery Program funding.
- c) Housing elevation, acquisition, and mitigation reconstruction for homes not covered by the Hazard Mitigation Grant Program.
- d) State Acquisition Relocation funds, which enable low- to moderate-income homeowners to purchase homes.
- e) Flood insurance subsidies.
- f) Temporary housing and/ or rental assistance for storm victims.

For the purposes of this Agreement, low- to moderate-income housing includes one-unit structures occupied by a low- to moderate-income household, and multi-unit structures where at least 50% of the units are occupied by low- to moderate-income households. A low- to moderate-income household is a household whose family income, based on the number of people in the house, exceeds the minimum limits described in the Income Eligibility Table below, but which does not exceed \$84,260 per year. For the purposes of the State Acquisition Relocation funds only, low- to moderate-income homeowners

include households whose family income, based on the number of people in the house, does not exceed \$84,260 per year.

STATE DISASTER RECOVERY ACT (DRA 2017 SL 2017-119) ELIGIBILITY CRITERIA

| SL 2017-119 DRA 2017 Provision | Property Eligibility Criteria | Family Income Eligibility Criteria |
|--|---|--|
| 1. For repair of <u>owner-occupied</u> low- to moderate-income housing not covered by CDBG-DR Program funding. | Damage must total less than 51% of its pre-disaster market or tax value; an additional \$50,000 may be available if home is w/in the 100-year flood damage plain and has repairs exceeding the 50% substantial damage rule, and requires the home to be elevated as part of the rehabilitation. | a. CDBG-DR denial letter, or b. 2016 family income must fall within the income limits as noted in the Income Eligibility Table below |
| 2. For repair of low to moderate-income <u>rental housing</u> not covered by CDBG-DR Program funding. | Damage must total less than 51% of its pre-disaster market or tax value; an additional \$50,000 may be available if home is within the 100-year flood plain having repairs exceeding the 50% substantial damage rule, and requires the home to be elevated as part of the rehabilitation. At least 50% of the units must be occupied by low-to moderate-income tenant households. | a. CDBG-DR denial letter, or b. 2016 family income must fall within the income limits for 50% of the residents as noted in Income Eligibility Table below. |
| 3. To be used for housing elevation, acquisition, and mitigation reconstruction for homes not covered by HMGP. | <u>Elevation Criteria (Single Family):</u> Homes (including mobile homes) must be feasible to elevate and considered decent, safe, and sanitary prior to elevation. DRA Repair and Rehabilitation funds may be used to make the home ready for elevation. Home must be located within the 100-year flood hazard area and be elevated to 2 feet above BFE. <u>Acquisition Criteria (Single Family):</u> Any buyout home must be located in a flood-prone area, and/or the relocation of the | a. FEMA, NCEM, or County denial letter for HMGP. b. Documentation that the homeowner missed the FEMA HMGP application deadline. c. North Carolina DRA Policy does not include family income limits consistent with Federal HMGP policies. d. The maximum fair market appraised value of homes considered for acquisition shall not exceed \$276,000 household and property. |

| | | |
|--|--|--|
| | <p>structure would minimize flood risks or support stormwater mitigation, and/or repair of the existing home—as compared to a buyout—is not cost-effective. Upon acquisition, the property must be deed-restricted in accordance with Section II(k) below.</p> <p><u>Reconstruction Criteria (Single Family):</u> Damages to owner-occupied single-family homes which total 50% or more of the home’s pre-disaster market or tax value. Before reconstruction is approved, the County or NCEM must document why reconstruction is the optimal option that will support long-term resiliency for the applicant or the local community. The owner must also approve a deed restriction that the owner or their immediate family will occupy the reconstructed property for a minimum of three years or until the homeowner’s death, whichever occurs first. The deed restriction may be released only if the selling homeowner agrees to pay NCEM the difference between the property’s pre-disaster market value and the sale price of the property at the time of sale, or if either NCEM or the County Manager agrees in writing to release the restriction for extraordinary hardship. Reconstruction grants may not exceed \$170,000.</p> <p><u>Repair Criteria (Single Family):</u> Damages to owner-occupied single-family homes. Repair grants may not exceed \$85,000.</p> <p><u>Reimbursement Criteria (Single Family):</u> Out-of-pocket expenses</p> | |
|--|--|--|

| | | |
|--|--|--|
| | <p>incurred within three years of October 8, 2016, to clean and repair their homes prior to applying to the Homeowner Recovery Program. Must have receipts that are verified by inspections and program staff and that exceed funding provided by FEMA, SBA, private insurance, or other charitable organizations. Reimbursement grants may not exceed \$30,000.</p> <p><u>Reimbursement Criteria (Mobile Home):</u> Damages must be equal to or less than 50% of its pre-disaster market or tax value. The manufactured home must have a minimum unmet need of at least \$1,000. Reimbursement grants may not exceed \$30,000.</p> <p><u>Repair Criteria (Mobile Home):</u> Damages must be equal to or less than 50% of its pre-disaster market or tax value. The manufactured home must have a minimum unmet need of at least \$1,000. Through inspection it must be determined that after repairs, the home must be decent, safe, and sanitary. Repair grants may not exceed \$37,500.</p> <p><u>Replacement (Mobile Home):</u> Damages must be 50% or more of the pre-disaster market or tax value. Home will be replaced and elevated to two feet above Base Flood Elevations (BFE) to provide a safer and more sustainable solution.</p> <p>For the purposes of this Agreement, the definition of “housing mitigation reconstruction” includes housing repairs that would not exceed \$85,000 per home, reimbursements with receipts that</p> | |
|--|--|--|

| | | |
|---|--|--|
| | <p>would not exceed \$30,000, and home replacement costs that would not exceed \$127 per square foot for a single-family home. For manufactured homes, repairs shall not exceed \$37,500, and replacement costs shall not exceed \$65,000 for a single-wide unit and \$90,000 for a double-wide unit.</p> <p>Any exceptions to the above-noted limitations will be handled on a case-by-case basis and must be supported by an urgent and pressing need.</p> | |
| <p>4. To provide State Acquisition Relocation funds, which enable low- to moderate-income homeowners to purchase homes outside the special flood hazard area.</p> | <p>Provides a gap payment that would not exceed \$50,000 to relocate from current damaged home to similar housing unit outside of the special flood hazard area. Payment could be a difference payment not covered by CDBG-DR or other federal programs. In addition, to the gap payment, the County may also provide applicants with up to an additional \$5,000 in moving costs.</p> <p>The replacement home must be located within the jurisdiction of the Disaster Recovery Grantee unless the Grantee provides an exception.</p> <p>The replacement home must be considered decent, safe, and sanitary.</p> | |

Any exceptions to the above-noted limitations will be handled on a case-by-case basis and must be supported by an urgent and pressing need.

| DRA Policy for Upper and Lower Limits for Eligibility | | | |
|---|--|--------------|--|
| County | Persons in Family (95% of Low Income Limits) for FY 2016 HUD Income Limits | | Family Maximum Annual Income - Not to Exceed Amount |
| | 1 | 2 or greater | |
| * All income levels are based on 2016 GROSS annual income | | | |
| Alamance | \$ 28,263 | \$ 32,300 | \$ 84,260 |
| Anson | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Beaufort | \$ 27,075 | \$ 30,970 | \$ 84,260 |
| Bertie | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Bladen | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Brunswick | \$ 31,920 | \$ 36,480 | \$ 84,260 |
| Camden | \$ 38,238 | \$ 43,700 | \$ 84,260 |
| Carteret | \$ 31,208 | \$ 35,673 | \$ 84,260 |
| Caswell | \$ 25,840 | \$ 29,498 | \$ 84,260 |
| Chatham | \$ 37,620 | \$ 42,988 | \$ 84,260 |
| Chowan | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Columbus | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Craven | \$ 30,258 | \$ 34,580 | \$ 84,260 |
| Cumberland | \$ 27,788 | \$ 31,730 | \$ 84,260 |
| Currituck | \$ 37,525 | \$ 42,893 | \$ 84,260 |
| Dare | \$ 35,483 | \$ 40,565 | \$ 84,260 |
| Davidson | \$ 27,835 | \$ 31,825 | \$ 84,260 |
| Davie | \$ 31,160 | \$ 35,578 | \$ 84,260 |
| Duplin | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Durham | \$ 37,620 | \$ 42,988 | \$ 84,260 |
| Edgecombe | \$ 26,505 | \$ 30,305 | \$ 84,260 |
| Forsyth | \$ 31,160 | \$ 35,578 | \$ 84,260 |
| Franklin | \$ 40,803 | \$ 46,598 | \$ 84,260 |
| Gates | \$ 31,303 | \$ 35,768 | \$ 84,260 |
| Granville | \$ 29,973 | \$ 34,248 | \$ 84,260 |
| Greene | \$ 27,740 | \$ 31,730 | \$ 84,260 |
| Guilford | \$ 30,163 | \$ 34,485 | \$ 84,260 |
| Halifax | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Harnett | \$ 29,355 | \$ 33,535 | \$ 84,260 |
| Hertford | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Hoke | \$ 29,260 | \$ 33,440 | \$ 84,260 |
| Hyde | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Johnston | \$ 40,803 | \$ 46,598 | \$ 84,260 |
| Jones | \$ 26,790 | \$ 30,590 | \$ 84,260 |
| Lee | \$ 30,353 | \$ 34,675 | \$ 84,260 |
| Lenoir | \$ 25,745 | \$ 29,403 | \$ 84,260 |

| DRA Policy for Upper and Lower Limits for Eligibility | | | |
|---|--|--------------|--|
| County | Persons in Family (95% of Low Income Limits) for FY 2016 HUD Income Limits | | Family Maximum Annual Income - Not to Exceed Amount |
| | 1 | 2 or greater | |
| * All income levels are based on 2016 GROSS annual income | | | |
| Martin | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Montgomery | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Moore | \$ 32,395 | \$ 37,003 | \$ 84,260 |
| Nash | \$ 26,505 | \$ 30,305 | \$ 84,260 |
| New Hanove | \$ 34,675 | \$ 39,615 | \$ 84,260 |
| Northampton | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Onslow | \$ 27,265 | \$ 31,160 | \$ 84,260 |
| Orange | \$ 37,620 | \$ 42,988 | \$ 84,260 |
| Pamlico | \$ 29,878 | \$ 34,153 | \$ 84,260 |
| Pasquotank | \$ 30,353 | \$ 34,675 | \$ 84,260 |
| Pender | \$ 29,403 | \$ 33,583 | \$ 84,260 |
| Perquimans | \$ 27,930 | \$ 31,920 | \$ 84,260 |
| Person | \$ 27,408 | \$ 31,350 | \$ 84,260 |
| Pitt | \$ 29,593 | \$ 33,820 | \$ 84,260 |
| Randolph | \$ 30,163 | \$ 34,485 | \$ 84,260 |
| Richmond | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Robeson | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Robeson | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Rockingham | \$ 27,835 | \$ 31,825 | \$ 84,260 |
| Sampson | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Scotland | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Stokes | \$ 31,160 | \$ 35,578 | \$ 84,260 |
| Surry | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Tyrrell | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Vance | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Wake | \$ 40,803 | \$ 46,598 | \$ 84,260 |
| Warren | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Washington | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Wayne | \$ 28,310 | \$ 32,348 | \$ 84,260 |
| Wilson | \$ 25,983 | \$ 29,688 | \$ 84,260 |
| Yadkin | \$ 31,160 | \$ 35,578 | \$ 84,260 |

II. LIMITATIONS ON THE USE OF FUNDS: The following limitations on the use of funds apply:

- a) Limited Activities: No funds provided under this MOA may be used for activities that are not listed in Section I above.
- b) Proposal Submission: Before the County may begin work on any activity for which it will seek funds under this MOA, the County must submit a proposal for the use of funds, which must be approved by NCEM before the County begins work on the activity. The proposal shall include, at a minimum, the following: (i) the specific tasks to be performed; (ii) the identity of the County entity or contractor who will provide the work and/or materials; (iii) costs for each task to be performed; and (iv) the estimated time to perform the work.
- c) Eligibility Limitations: No funds provided under this MOA may be used in a way that will adversely affect a person's or entity's eligibility for funding under the Community Development Block Grant Disaster Recovery Program (CDBG-DR). For the purposes of this Agreement, funding will not adversely affect a homeowner's or entity's eligibility if (1) no CDBG-DR funds have been allocated to the County for the activity in question, or (2) CDBG-DR funds have been allocated to the County for the activity in question, but the County certifies in its proposal for the use of funds that the homeowner or entity is unlikely to be awarded CDBG-DR funds due to insufficient funds allocated to the County or the homeowner or entity is otherwise ineligible for CDBG-DR.
- d) Federal Funding Priority: No funds provided under this MOA may be used to cover costs that will be, or likely will be, covered by federal funds. For the purposes of this provision, costs "will be" covered by federal funds where there is a binding commitment of federal funds for the costs at issue at the particular location(s). For the purposes of this provision, costs "likely will be" covered by federal funds if there is a pending homeowner application for federal funds for the costs at issue for the particular homeowner location(s).
- e) 100 Year Flood Plain Limitations: No funds provided under this MOA may be expended for the construction of any new residence within the 100-year floodplain unless the construction is in an area regulated by a unit of local government pursuant to a floodplain management ordinance and the construction complies with the ordinance. As used in this provision, "100-year floodplain" means any area subject to inundation by a 100-year flood, as indicated on the most recent Flood Insurance Rate Map prepared by the federal Emergency Management Agency under the National Flood Insurance Program.
- f) Flood Insurance: Homeowners in the 100-year floodplain who receive homeowner's housing assistance pursuant to this MOA shall be required to acquire and maintain flood insurance, and shall execute a Declaration of Covenant, Conditions and Restrictions ("Covenant") that requires the damaged property to be insured by flood insurance for the life of the home. The Covenant will be executed at Grant Closing, recorded with the County Register of Deeds and shall encumber the property in perpetuity. Any homeowner in the 100-year floodplain who receives assistance through this MOA shall be prohibited from receiving state assistance for future flood events if that homeowner fails to maintain flood insurance after receiving assistance through this MOA. Such homeowners must be notified of this requirement when receiving assistance through this

MOA. North Carolina will follow federal HUD guidance to ensure all structures meet guidelines spelled out in 24 C.F.R. Part 55.

- g) Flood Plain Status & Insurance: No funds may be obligated or expended in any project activity until the County provides NCEM with a certification that the project is not in a floodplain, or with certification that the recipient participates in the flood insurance program. All properties assisted in the project shall comply with applicable floodplain regulations. Counties may opt to provide flood insurance—at grant closing for reimbursements or at project closeout for repairs, reconstructions, and replacements—for a period not to exceed one year. Thereafter, all properties assisted with funding under this Agreement must maintain insurance coverage.
- h) Insurance Subrogation: If a person's home is repaired, reconstructed or relocated with funds from the state-funded Hazard Mitigation Grant Program or the State Acquisition and Relocation Fund, the applicant receiving the state assistance shall authorize and approve that the State Emergency Response and Disaster Relief Fund be subrogated to the person's rights to secure insurance coverage for the damage to the home and any monies received from the insurance coverage shall be paid to the State Emergency Response and Disaster Relief Fund. The Division of Emergency Management and grantee shall ensure that those homeowners or applicants potentially affected by this section are notified of, and adhere to, its requirements.
- i) Property Type Limitations: Only the following types of real property may be rehabilitated under this MOA: stick-built homes, manufactured homes constructed after 1978, and modular housing. Although rehabilitation is the primary objective for funding, if the County determines that rehabilitation is not feasible, then clearance and relocation is an option.
- j) Similar Size and Function: For homes that are reconstructed or replaced, they shall be reconstructed or replaced with models of substantially similar size and function. Repairs, reconstruction, and replacement shall be substantially similar in scope, size, and function to the original damaged property.
- k) Acquisition Buyout Deed Restrictions: For homes that are approved for a buyout or acquisition, any land purchased with DRA funds must be deed-restricted to restrict any future property uses to open space, recreational, and wetlands management uses in perpetuity. If the county takes ownership of the land, the deed restrictions still apply.
- l) Applicant Equity to Other Recovery Programs: The homeowner or applicant who applies to the County or NCEM for benefits under this Agreement should not receive benefits or compensation that would materially exceed benefits that are provided for similar activities by the State of North Carolina's CDBG-DR Housing Recovery Programs. Any exceptions to these limitations will be handled on a case-by-case basis and must be supported by a compelling justification.

III. COMPENSATION: NCEM will provide the County \$1,903,500.00 under this MOA. The entirety of the MOA amount is a grant to the County by NCEM. The County may, in its discretion, elect to revert the funds to the State to implement some or all of the activities of the program on the County's behalf. If the County retains the grant funds, the County will submit quarterly reports to document the use of the funds expended in the prior three-month period, provided that documentation for the use of all funds under this

MOA must be submitted no later than December 31, 2022. The term of the agreement may be extended upon written request of the County to the Agency.

Any funds not expended by December 31, 2022 are subject to the claw-back provisions of Paragraph V below.

- IV. REIMBURSEMENT:** All cost must be verified through receipts and other documents. Payment shall be submitted to the County after receipt of completed and documented invoices, within 15 business days after receipt of invoices. Cost reports and invoices shall be submitted to the following address to the North Carolina Department of Public Safety/Division of Emergency Management:

NCDPS-Division of Emergency Management
Resiliency Section-DRA17
4238 Mail Service Center
Raleigh, NC 27699-4238

The County must include an original, signed copy of each cost report.

- V. CLAW-BACK:** NCEM reserves the right to de-obligate any remaining award funds after this Agreement's expiration date or before the expiration date of this Agreement, should the County violate the terms of this Agreement or should it become apparent that the County will not be able to expend the funds prior to the expiration date of this Agreement. Before taking action, NCEM will provide the County reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.
- VI. REGULATION:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
- VII. TAXES:** The County shall be responsible for all taxes.
- VIII. WARRANTY:** The County will hold the NCEM harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. 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. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

- IX. POINTS OF CONTACT:** To provide consistent and effective communication between the NCEM and the County, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA.

The NCEM contact shall be Director Michael A. Sprayberry or his designee.

The County contact shall be [REDACTED] or her/his designee.

- X. PUBLIC RECORD ACCESS:** This Agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- XI. AUDITING & ACCESS TO PERSONS AND RECORDS:** Staff from the North Carolina Office of State Auditor, NCEM, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to County officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records relating to the Agreement during the term of the Contract and within two years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from NCEM, or associated state parties and affected homeowners.
- XII. SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in state court in Wake County, North Carolina.
- XIII. ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIV. E-VERIFY:** If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- XV. OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the County. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- XVI. COMPLIANCE:** The County shall be wholly responsible for financing to be made under this MOA and for the supervision of its employees and assistants. The County shall be responsible for compliance with all laws, ordinances, codes, rules, regulations,

licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

- XVII. ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral and written statements or agreements.
- XVIII. MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Secretary of the Department of Public Safety and the County Manager.
- XIX. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until December 31, 2022.

The Parties may terminate this Contract by mutual written consent with 60 days prior written notice to the Parties, or as otherwise provided by law.

NCEM may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon 60 days' notice, whenever they determine that the County has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

- a) Default in Performance. The default by the County or a subsequent recipient in the observance or performance of any of the terms, conditions or covenants of this Agreement.
- b) Misrepresentation. If any representation or warranty made by the County in connection with the Grant or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
- c) Abandonment of the Project. If County abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

NCEM shall promptly notify the County, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, NCEM retains the right to recover any improper expenditures from the County and the County shall return to NCEM any improper expenditures no later than 30 days after the date of termination.

In the event of termination, NCEM may require the return of unspent funds. NCEM may, in its sole discretion, allow the County to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

- XX. EXECUTION AND EFFECTIVE DATE:** This Agreement shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of

the County, to NCEM and will become binding upon execution of all parties to the Agreement. Once executed, the terms of this Agreement will be made effective as of December 1, 2017. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[signatures on following pages]

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that the effective date of this Agreement shall be December 1, 2017.

Michael A. Sprayberry, Director
North Carolina Emergency Management

_____ County

Erik Hooks
Secretary
North Carolina Department of Public Safety

Will Polk, Assistant General Counsel
Reviewed for the Department of Public Safety, by William Polk, DPS Assistant General Counsel

James J. Cherokee, Controller
North Carolina Department of Public Safety



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 9/27/2018

SUBJECT: CONSIDERATION OF APPROVAL OF A RESOLUTION FOR DESIGNATION OF APPLICANT'S AGENT NEEDED TO APPLY FOR FEDERAL AND STATE DISASTER AID

BACKGROUND

As part of the process of applying for federal and state disaster aid as a result of Hurricane Florence, it is necessary for the Board of Commissioners to approve a resolution designating a primary and secondary applicant agent. Once approved, the designated individuals will be allowed to sign paperwork and file aid applications on behalf of the Board of Commissioners.

RECOMMENDATION / PROPOSED ACTION

Management recommends approval of the attached resolution for designation of a primary and secondary applicant agent.

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| Resolution-Designation of Applicant's Agent | Backup Material |

**RESOLUTION
DESIGNATION OF APPLICANT'S AGENT**

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) **COUNTY OF CUMBERLAND** Disaster Number: **FEMA-4393DR-NC-4393DR**

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: **JULY** Day: **1ST**

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 WILLIAM TRACY JACKSON | Agent's Name VICKI EVANS |
| Organization COUNTY OF CUMBERLAND | Organization COUNTY OF CUMBERLAND |
| Official Position ASSISTANT COUNTY MANAGER | Official Position FINANCE DIRECTOR |
| Mailing Address PO BOX 1829 | Mailing Address PO BOX 1829 |
| City, State, Zip FAYETTEVILLE, NC 28301 | City, State, Zip FAYETTEVILLE, NC 28301 |
| Daytime Telephone (910) 323-6117 | Daytime Telephone (910) 678-7750 |
| Facsimile Number (910) 678-7717 | Facsimile Number (910) 323-6120 |
| Pager or Cellular Number | Pager or Cellular Number |

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 & 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. PASSED AND APPROVED this _____ day of _____, 20__.

| GOVERNING BODY | CERTIFYING OFFICIAL |
|--|--|
| Name and Title LARRY L. LANCASTER/CHAIRMAN OF THE BOARD | Name CANDICE WHITE |
| Name and Title | Official Position CLERK TO BOARD OF COMMISSIONERS |
| Name and Title | Daytime Telephone (910) 678-7771 |

CERTIFICATION

I, _____, (Name) duly appointed and _____ (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 _____ (Organization) on the _____ day of _____, 20__.

Date: _____

Signature: _____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, 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.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, 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 Director, Federal Emergency Management Agency 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.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE
DIRECTOR**

DATE: 9/28/2018

**SUBJECT: CONSIDERATION AND APPROVAL OF MEMORANDUM OF AGREEMENT
FOR HURRICANE FLORENCE WITH NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION**

BACKGROUND

In order to expedite debris removal from public rights of way, Cumberland County had pre-disaster contracts in effect for debris collection and debris monitoring prior to Hurricane Florence impacting our community. Following Hurricane Matthew, the North Carolina Department of Transportation (NCDOT) immediately cleared debris from the roads and then later removed the debris out of the right of way. The County's debris contractor removed construction & demolition (C&D) debris and vegetative debris placed on the right of way by residents.

Immediately following Hurricane Florence, NCDOT began to open the roads and are in the finishing stages of removing debris from the rights of way. County Staff learned this week that Executive Order No. 62 (attached for your convenience) was issued by Governor Roy Cooper on September 21, 2018 that directed NCDOT to collect vegetative debris along with construction and demolition debris placed at the right of way by residents. Since this Executive Order has been issued, the only way that the County's debris contractor can collect debris that is reimbursable by FEMA, is for the County to execute a Memorandum of Agreement (MOA) for Hurricane Florence with NCDOT. This agreement is attached. By execution of the MOA, Cumberland County will then become responsible for the removal of debris placed by residents along NCDOT rights of ways. Staff has discussed this MOA with the Division Six Engineer and feel that the following roads should remain NCDOT's responsibility for debris removal; Interstate 95, Interstate 295, Business 95 and Highway 87.

The benefit of executing the MOA is that the County's contractor is expected to move at a much faster pace than NCDOT can in getting the debris collected and properly disposed of. This will also allow NCDOT to focus their attention on repairing their damaged infrastructure and allow impacted residents to move forward in restoring their property.

RECOMMENDATION / PROPOSED ACTION

The Interim Solid Waste Director and County Management recommend that the Board of Commissioners approve the Memorandum of Agreement for Hurricane Florence with the North Carolina Department of Transportation.

ATTACHMENTS:

Description

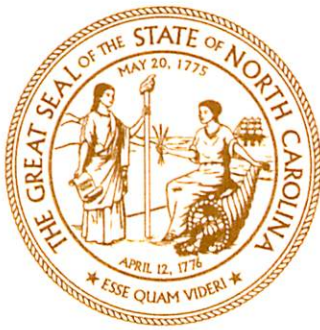
Executive Order

MOA with NCDOT

Type

Backup Material

Backup Material



State of North Carolina

ROY COOPER
GOVERNOR

September 21, 2018

EXECUTIVE ORDER NO. 62

DIRECTING HURRICANE-RELATED DEBRIS REMOVAL FROM PUBLIC RIGHTS-OF-WAY BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

WHEREAS, Hurricane Florence ("the Hurricane") made landfall off the coast of North Carolina on or about 14 September 2018; and

WHEREAS, the Hurricane has placed North Carolina residents and visitors at substantial risk of death or injury; and

WHEREAS, the Hurricane has inflicted significant damage on public and private property, and disrupted the supply of goods, materials, equipment, and essentials necessary for response and recovery operations; and

WHEREAS, impacts from the Hurricane constitute a State of Emergency, as defined in N.C. Gen. Stat. § 166A-19.3(19); and

WHEREAS, N.C. Const. art. III § 5(4) vests the Governor with the duty to take care that the laws be faithfully executed; and

WHEREAS, the undersigned issued Executive Order No. 51 on 7 September 2018, which declares a State of Emergency to provide for the health, safety, and welfare of residents and visitors located in North Carolina ("Declaration of a State of Emergency"); and

WHEREAS, Executive Order No. 51 invokes the Emergency Management Act, and authorizes the Governor to exercise the powers and duties set forth therein to direct and aid in the response to, recovery from, and mitigation against emergencies; and

WHEREAS, the President of the United States issued an emergency declaration. FEMA-3401-EM, for the State of North Carolina on 10 September 2018, providing, in part, for Public Assistance -Category B, including direct federal assistance to the State; and

WHEREAS, the President of the United States approved an Expedited Major Disaster Declaration, FEMA-4393-DR, for the State of North Carolina on 14 September 2018; and

WHEREAS, the undersigned, in accordance with the Secretary of the North Carolina Department of Transportation has identified deteriorating roadway conditions based on Hurricane-related water damage, including flash flooding, significant rain, and cresting rivers in the vicinity of North Carolina roadways that will require emergency measures to maintain public health and safety, ensure the structural integrity of public infrastructure and to expedite response and recovery; and

WHEREAS, conditions currently exist across North Carolina where Hurricane-related debris on both private property and public rights-of-way is far more widespread than is typical in the aftermath of a

hurricane and is in such volumes that it threatens public health and safety or economic recovery of a community; and

WHEREAS, property owners, by direction or of their own volition, may place Hurricane-related debris currently located on private property along the public rights-of-way during Hurricane recovery; and

WHEREAS, the North Carolina Department of Transportation (“DOT”) has the requisite assets and experience to both execute and oversee the contracting for Hurricane-related debris removal from the public rights-of-way; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.10(b)(2), the undersigned is authorized and empowered to make, amend, or rescind the necessary orders, rules, and regulations within the limits of the authority conferred through the Emergency Management Act with due consideration of the policies of the federal government; and

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED**:

Section 1.

In counties designated by FEMA for public assistance, DOT is hereby authorized to both conduct and arrange for Hurricane-related debris removal, including, but not limited to, vegetative debris, components of structures, sand, mud, silt, gravel, rocks, boulders, vehicles, and vessels, from public rights-of-way along state-maintained routes, including state-maintained routes within the limits of a local governmental authority when the resources of the local governmental authority are insufficient to conduct debris-removal operations. DOT is further authorized to arrange for the disposal of said Hurricane-related debris.

Section 2.

In counties designated by FEMA for public assistance and where Hurricane-related debris along the public rights-of-way and on private property is so widespread that it threatens public health and safety or economic recovery of a community, it is ordered that state and local authorities, consistent with FEMA rules and regulations, seek expedited review and approval by FEMA to provide Public Assistance funding for debris removal from private property.

Section 3.

This Executive Order is effective immediately and shall remain in effect for the duration of the emergency unless rescinded or superseded by a separate Executive Order.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 21st day of September in the year of our Lord two thousand and eighteen.



Roy Cooper
Governor

ATTEST:



Haley Haynes
Deputy Secretary of State



MEMORANDUM OF AGREEMENT FOR HURRICANE FLORENCE

between the

North Carolina Department of Transportation

and the

Local Government Agency of Cumberland

This Memorandum of Agreement (hereinafter, "Agreement") is made on the last date entered below between the North Carolina Department of Transportation (hereinafter, "NCDOT") and Cumberland (hereinafter, "LGA") (collectively referred to hereinafter as "the Parties") for the emergency removal of hurricane related debris associated with Hurricane Florence,

WHEREAS, the Governor has declared a State of Emergency for Hurricane Florence pursuant to Chapters 14 and 166A of the North Carolina General Statutes; and

WHEREAS, the State has implemented the North Carolina Emergency Operations Plan (hereinafter, "NCEOP"), and NCDOT has been called upon to perform certain functions, including the removal of hurricane related debris deposited by the storm from the right of way of state maintained roads, pursuant to the NCEOP; and

WHEREAS, by Executive Order 62, NCDOT has been authorized to both conduct and arrange for Hurricane Related Debris removal, including, but not limited to, vegetative debris, components of structures, sand, mud, silt, gravel, rocks, boulders, vehicles, and vessels, from public rights-of-way along state maintained routes until such time that NCDOT is relieved of primary responsibility for the removal of hurricane related debris; and

WHEREAS, the LGA has requested that it be allowed the opportunity and responsibility to perform certain of those NCDOT functions as set forth in the NCEOP in order to assure that its citizens are served and protected; and

WHEREAS, the Parties have conferred as to the best methods and practices to allow the LGA to assume these responsibilities;

NOW THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:
 - A. "State Maintained Roads" shall mean those roads maintained by NCDOT, including both Federal-Aid routes and Non-Federal-Aid routes.
 - B. The term "Hurricane Related Debris" shall be such debris as shall be eligible for reimbursement by the North Carolina Department of Public Safety, Division of Emergency Management (hereinafter, "DEM") or the Federal Emergency Management Agency (hereinafter, "FEMA") generated as a direct result of Hurricane Florence.
2. As a result of the State of Emergency for Hurricane Florence, declared pursuant to Chapters

14 and 166A of the North Carolina General Statutes and pursuant to Executive Order 62 referenced above and upon a determination by the Parties that it is desirable that the LGA be responsible for removal of Hurricane Related Debris from the right of way of State System Roads, NCDOT shall issue to the LGA a written Notice to Proceed with debris removal.

3. The LGA shall remove and dispose of Hurricane Related Debris on all identified State Maintained Roads. In so doing, the LGA shall comply with all FEMA and DEM requirements regarding Hurricane Related Debris removal and disposal including landfill quantity calculations and site disposal costs.
4. The LGA shall apply directly to DEM and/or FEMA for reimbursement in accordance with the rules, regulations and procedures of those agencies. Any reimbursement must be governed by the rules, regulations and procedures of those agencies, and NCDOT shall not be responsible for any portion of reimbursement to the LGA.
5. The LGA is responsible for complying with all NCDOT rules and regulations including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices, and the LGA shall hold NCDOT harmless in all matters arising from or related to this Agreement. Further, the LGA shall be responsible for all damage or injury to persons or to private property occurring as a result of the debris removal activities pursuant to this Agreement, and the LGA shall hold NCDOT harmless in all matters arising therefrom.
6. The LGA shall be responsible for repair of any damages to the state maintained right of way which may be caused by Hurricane Related Debris removal operations undertaken pursuant to this Agreement. All repairs shall be made to the satisfaction of the Division Engineer of the Highway Division in which the LGA is located, and the Division Engineer's judgment in this regard shall be final.
7. The LGA shall remove all Hurricane Related Debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this Agreement shall be done to the satisfaction of the Division Engineer of the Highway Division in which the LGA is located, and the Division Engineer's judgment in this regard shall be final.
8. All work pursuant to this Agreement shall be completed by a date mutually agreed to by DEM, FEMA, NCDOT and the LGA.
9. This Agreement may be modified only upon the written consent and approval of both Parties.
10. This Agreement shall be in effect from the last date written below until all work pursuant to this Agreement shall be done to the satisfaction of the Division Engineer of the Highway Division in which the LGA is located. No notice of termination shall be effective for Hurricane Related Debris removal pursuant to any Notice to Proceed already issued by NCDOT.
11. To provide consistent and effective communication between the Parties, each party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this Agreement. The Principal Representative of the NCDOT shall be Chief Engineer Operations or his designee. The Principal

Representative of the LGA shall be the LGA Manager or his designee.

This Agreement shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have each executed this Agreement, this the
__ day of ____ 2018.

DEPARTMENT OF TRANSPORTATION

WITNESS Emily D. McGraw
(Print Name)

[Signature]
BY: Tim Little, Chief Engineer, TITLE
(Print Name)

DATE: 9/24/18

LGA: _____

_____, TITLE
(Print Name)

DATE: _____

Request Release of State Maintained Roads

Requesting Applicant: Cumberland

In accordance with the Memorandum of Agreement on file between the NCDOT and the Requesting Applicant listed above; the local government agency is hereby requesting the NCDOT to release its authority for FEMA reimbursement for hurricane related debris removal to the local government authority for the State Maintained Roads listed below.

☐ Release of all State Maintained Roads or Selective State Maintained Roads as Follows:

Release all State Maintained Roads within the
unincorporated area of Cumberland County with
the exception of the following roads.

| | |
|-----------------------|-------|
| <u>Interstate 95</u> | _____ |
| <u>Interstate 295</u> | _____ |
| <u>Business 95</u> | _____ |
| <u>Highway 87</u> | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Local Government
Designated Agent: _____

Date: _____

North Carolina Department of Transportation

Release by: _____

Title: _____

Date: _____



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/11/2018

SUBJECT: NURSING HOME ADVISORY BOARD (1 VACANCY)

BACKGROUND

The Nursing Home Advisory Board has the following one (1) vacancy:

Clarence Everett – Resigned. The Nursing Home Advisory Board recommends **Florence McEachern**. (See attached)

I have attached the current membership list and applicant list for this board.

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the one (1) vacancy above.

ATTACHMENTS:

| Description | Type |
|--|-----------------|
| Nursing Home Advisory Board Backup Information | Backup Material |

Nursing Home Advisory Board

The Nursing Home Advisory Board serves the residents of long term care facilities within the county. The committee members are responsible for maintaining the intent of the Residents' Bill of Rights, promoting community involvement in the homes, and providing public education on long term care issues.

Statutory Authorization: NCGS 131E-128

Member Specifications:

11 Members

Term: 3 Years (Members serve an initial one-year term, after which they may be appointed to a three-year term.)

Compensation: None

Duties:

- Visits to assigned nursing homes each quarter to include completion of a quarterly report by each subcommittee;
- Promotes community involvement in facilities;
- Promotes community education and awareness of the needs of the aging in facilities;
- Serves as a resource of volunteers;
- Become aware of conditions in facilities and assists grievance processes.

Meetings: Third Thursday of the last month of each quarter at 10:00 AM. There is an initial training period of 15 hours to include study of a committee handbook and orientation visits to long-term care facilities. Additional training of 10 hours per year is required. Visits in the assigned facilities are of the utmost importance in the participation on this committee. A commitment of at least one day per quarter to visit facilities and 4 hours per quarter for business and training meetings.

Meeting Location: Various nursing homes in Cumberland County

Kellie Beam

From: Kareem Strong <kstrong@mccog.org>
Sent: Thursday, September 6, 2018 1:29 PM
To: Kellie Beam
Subject: Nursing Home Applicant

Good Afternoon,

The nursing home board would like to recommend Florence McEachern to the Nursing Home board to fill the last vacancy.

Kareem R. Strong, MPA
Certified Regional LTC Ombudsman
Mid-Carolina Area Agency on Aging
Cell: (910) 489-6529
Office: (910) 323-4191 x 25
Fax: (910) 323-9330
website: <http://www.mccog.org/>

NURSING HOME ADVISORY BOARD
3 Year Term
(Initial Appointment One Year)

| <u>Name/Address</u> | <u>Date Appointed</u> | <u>Term</u> | <u>Expires</u> | <u>Eligible For Reappointment</u> |
|---|---------------------------|---------------------------|--------------------|---------------------------------------|
| Laura Hardy 6720 Willowbrook Dr #1 Fayetteville, NC 28314 224-7255/867-6857 | 11/17 | 1st | Nov/20 11/30/20 | Yes |
| Niokie Cunningham 1918 Rayconda Rd Apt 306 Fayetteville, NC 28304 niokiec@yahoo.com 910-263-7976 | 8/17 | 1st | Aug/20 8/31/20 | Yes |
| Benikka Elliott 1117 Lake Stone Place Fayetteville, NC 28311 benikkamarie@gmail.com 488-3986/229-1791 | 9/18 | Initial | Sept/19 9/30/19 | Yes |
| Keith Howard 7809 Gallant Ridge Dr Fayetteville, NC 28314 910-494-3736 | 11/16 | 1 st full term | Mar/19 3/31/19 | Yes |
| Brenda McArthur-Strong 3822 Briargate Lane Fayetteville, NC 28314 910-864-5087 | 8/17 | 1st | Aug/20 8/31/20 | Yes |
| Katherine Marable 1805 McGougan Road Fayetteville, NC 28303 486-9035 | 9/18 | Initial | Sept/19 9/30/19 | Yes |
| Diane Wheatley 9774 Ramsey Street Linden, NC 28356 910-728-7126 (cell) | 11/17 | 1st | Nov/20 11/30/20 | Yes |
| Rhonnisha Rivers 7774 S. Shield Drive Fayetteville, NC 28314 Rnrivers07@gmail.com 988-7835/615-8086 | 9/18 | Initial | Sept/19 9/30/19 | Yes |

Nursing Home Advisory Board, page 2

| <u>Name/Address</u> | <u>Date Appointed</u> | <u>Term</u> | <u>Expires</u> | <u>Eligible For Reappointment</u> |
|--|---------------------------|-------------|--------------------|---------------------------------------|
| Dorothy McNeil 821 Oakcrest Drive Fayetteville, NC 28301 822-3152/483-6505/489-8849 | 9/18 | Initial | Sept/19 9/30/19 | Yes |
| VACANT (Vacated by C. Everett) | 11/15 | 1st | Nov/18 11/30/18 | Yes |
| Angela Stewart 7016 Kings Lynn Loop Fayetteville, NC 28304 491-1222/286-7746 | 9/18 | Initial | Sept/19 9/30/19 | Yes |

CONTACT: Kareem Strong, Mid-Carolina Area Agency on Aging
P. O. Box 1510
Fayetteville, NC 28302
Phone: 323-4191, ext. 25

3rd Thursday of the last month of each quarter (March, June, September and December) at 10:00 AM - at various nursing homes in the county.

**APPLICANTS FOR
NURSING HOME ADVISORY BOARD**

| NAME/ADDRESS/TELEPHONE | OCCUPATION | EDUCATIONAL BACKGROUND |
|--|-------------------|-----------------------------------|
| MCEACHERN, FLORENCE (B/F) 3933 TASHA DRIVE HOPE MILLS, NC 28348 867-2829/322-0923 FLORENCE.MCEACHERN@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: YES CATEGORY: GENERAL PUBLIC | RETIRED | BS & MASTERS |

| | |
|---|----------------------------------|
| WILLIAMS, WESTANA BAGGETT (B/F) PAYER RELATIONS COORD 734 ELDERBERRY DRIVE FAYETTEVILLE NC 28311 308-5406/615-5623 WESTANAWARREN@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: YES Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC | SOME COLLEGE CAPE FEAR VALLEY |
|---|----------------------------------|



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/11/2018

SUBJECT: ABC BOARD (1 VACANCY)

BACKGROUND

The ABC Board has the following one (1) vacancy for an unexpired term:

Bob Lewis– Resigned.

The ABC Board does not have a recommendation at this time.

I have attached the current membership list and applicant list for this board.

RECOMMENDATION / PROPOSED ACTION

Nominate individual to fill the one (1) vacancy above.

ATTACHMENTS:

Description

ABC Board Backup Information

Type

Backup Material

ABC Board

The Alcoholic Beverage Control Board has control and jurisdiction over the sale and distribution of alcoholic beverages.

Statutory Authorization: NCGS 18B-700

Member Specifications:

5 Members

Term: 3 Years

Compensation: Chairman: \$250/month; Other members: \$200/month

Duties:

- has power and authority to adopt rules and regulations governing the operation of stores;
- locate, furnish and equip stores and provide management of the same;
- direct the duties and services of all employees;
- perform other activities authorized or required by the ABC law (G.S. 18B-701/702).

The Chairman or Vice Chairman of the Board is required along with the General Manager to sign all checks for the ABC System.

Meetings: Second Monday of each month at 6:00 PM. The average length of a meeting is approximately two hours.

Meeting Location: ABC Board Office Conference Room 1705 Owen Drive Fayetteville, NC

ABC BOARD

3 Year Term

| Name/Address | <u>Date</u> Appointed | Term | Expires | <u>Eligible For</u> Reappointment |
|---|--------------------------|------|--------------------|--------------------------------------|
| Paul Crenshaw 313 SpringBrooke Pl Fayetteville, NC 28305 223-2709/964-3811/222-1000 Pcrenshaw11@hotmail.com | 6/18 | 1st | June/20 6/30/20 | Yes |
| (serving unexpired term; eligible for one additional three-year term) | | | | |
| Harold Lee Boughman Jr. 282 Skye Drive Fayetteville, NC 28303 484-4589/978-2293/223-1400 lee.boughman@abb-law.com | 6/18 | 1st | June/21 6/30/21 | Yes |
| VACANT (Vacated by B. Lewis) | 6/16 | 2nd | June/19 6/30/19 | No |
| Frances Jackson 5489 Robmont Drive Fayetteville, NC 28306 910-423-3649 | 6/16 | 1st | June/19 6/30/19 | Yes |
| Tammy Sinclair Graham 2951 Cosmo Place Apt H Fayetteville, NC 28304 797-1405/483-1382 tfgmom@gmail.com | 6/17 | 1st | June/20 6/30/20 | Yes |

Commissioner Liaison: Commissioner Jeannette Council

Regular Meetings: 2nd Monday of the month at 6:00 PM in the conference room at the ABC office at 1705 Owen Drive, Fayetteville, NC 28304.

Contact: ABC Board Director David Horne
PO Box 64957
Fayetteville, NC 28306
484-8167
carolyn.parker@cumberlandabc.com

APPLICANTS FOR
ABC BOARD

| <u>NAME/ADDRESS/TELEPHONE</u> | <u>OCCUPATION</u> | <u>EDUCATIONAL BACKGROUND</u> |
|---|---|--|
| ALEXANDER, LANISHA (B/F) 5205 DAKOTA COURT FAYETTEVILLE NC 28303 609-733-7574/299-6084 LANISHA_ALEXANDER@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 | NONE LISTED | HIGH SCHOOL |
| DAWKINS, JUDY (W/F) 2004 MORGANTON ROAD FAYETTEVILLE NC 28305 323-4974/237-6785 JMWDANKINS@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: YES Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC | RETIRED CIVIL SERVICE | SOME COLLEGE |
| DEVIERE, KIRK (W/M) 513 OAKRIDGE AVE FAYETTEVILLE NC 28305 910-273-8388 KIRK@DEVIERE.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC | BUSINESS OWNER 219 GROUP | BA MA |
| ERVIN, ANTONIO (B/M) 5116 LIME STREET FAYETTEVILLE NC 28314 488-6020/904-233-3785/485-3400 WTW_INC_COO@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 | MULTI-UNIT RESTAURANT WORTH WEIGHT INC | BACHELORS |

ABC BOARD APPLICANTS, PAGE 2

| NAME/ADDRESS/TELEPHONE | OCCUPATION | EDUCATIONAL BACKGROUND |
|--|--|--------------------------------|
| <p>FAIRLEY, ROLAND ANTHONY (B/M) 219 MURRAY FORK DRIVE FAYETTEVILLE NC 28314 229-2456/426-4061/678-2516 BLESSED948@AOL.COM 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 CATEGORY: GENERAL PUBLIC</p> | <p>TESTING CLERK CC SCHOOLS</p> | <p>HIGH SCHOOL</p> |
| <p>HARPER, STEVE (B/M) 5707 BASHFORD COURT FAYETTEVILLE NC 28304 425-9643/988-7004 CORNELIUS@EMBARQMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: FAYETTEVILLE CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC</p> | <p>RETIRED OPERATION MANAGER</p> | <p>HIGH SCHOOL</p> |
| <p>HOLMES, KIM (B/F) 3050 JAMES DAIL ROAD EASTOVER NC 28312 824-1000 KIMHOLMES2@GMAIL.COM 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 CATEGORY: GENERAL PUBLIC</p> | <p>CUSTOMER SERVICE CALL CENTER PWC</p> | <p>SOME COLLEGE</p> |
| <p>HOWARD, PAULA BROWN (B/F) 3500 BENNETT DRIVE FAYETTEVILLE NC 28301 709-8595/483-0153 PHOWARD924@YAHOO.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: JUNIOR LEAGUE OF FAYETTEVILLE CATEGORY: GENERAL PUBLIC</p> | <p>TEACHER</p> | <p>BS-PSYCHOLOGY M.ED</p> |

ABC BOARD APPLICANTS, PAGE 3

| NAME/ADDRESS/TELEPHONE | OCCUPATION | EDUCATIONAL BACKGROUND |
|--|---|-----------------------------------|
| JEFFRIES, DOROTHY M. (B/F) 636 SUGARIDGE LANE FAYETTEVILLE, NC 28311 910-489-3369 LADYDVS123@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 | SOCIAL WORKER RETIRED CIVIL SERVICE | BSW/MSW |
| MCLAURIN, MONITA R. (-/F) 7479 CEDAR CREEK ROAD FAYETTEVILLE NC 28312 273-1201/433-2050 MONITAMAC@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 | BUSINESS OWNER TRANSPORTATION | MPA – PUBLIC ADMIN |
| MEHTA, NAYNESH (AI/M) 229 FOREST CREEK DRIVE FAYETTEVILLE NC 28303 494-2037/689-0799 NSMEHTA@5POINTSNC.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 | HOTEL MANAGEMENT FIVE POINTS HOSPITALITY | BACHELORS-COMPUTER ENGINEERING |
| MILLER, SHERRY ELAINE (O/F) 944 DALMORE DRIVE FAYETTEVILLE NC 28311 829-9992/485-5004/494-2008 SHERRYMILLER121@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 | ATTORNEY MILLER & ILLIKAINEN | DOCTORATE |

ABC BOARD APPLICANTS, PAGE 4

| <u>NAME/ADDRESS/TELEPHONE</u> | <u>OCCUPATION</u> | <u>EDUCATIONAL BACKGROUND</u> |
|--|---|-----------------------------------|
| NELSON, HELEN L. (B/F) 3208 HIGH PLAINS DRIVE HOPE MILLS NC 28348 483-7775/709-1390/483-7775 NELSONPNOSLEN33@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 | LAWYER HELEN NELSON & ASSOCIATES | BA-CUM LAUDE JD |
| CATEGORY: JUVENILE DEFENSE ATTORNEY | | |
| PERRIER, PHILLIP (-/M) 5838 BEAR CREEK CIRCLE FAYETTEVILLE NC 28304 DID NOT LEAVE COMPLETE PHONE NUMBER ON APP PTPERRIER@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: ARMY LEADERSHIP COURSE | FINANCE PROFESSIONAL PRESIDENT PT FINANCIAL MGMT | BS-ECONOMICS |
| CATEGORY: GENERAL PUBLIC | | |
| PREMAN, JANELLE A. (W/F) 4611 MORNING STAR LANE HOPE MILLS NC 28348 425-7814/584-2722/243-1086 GIPREMAN@HOTMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO | CHIEF, PERSONNEL SECURITY JOINT SPECIAL OPERATIONS COMMAND | BACHELORS - BUSINESS ADMIN. |
| CATEGORY: GENERAL PUBLIC | | |
| SATISKY, STEPHEN R. (W/M) 219 DEVANE STREET FAYETTEVILLE NC 28305 483-9344/483-2920 SATISKY@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 | RETIRED | SOME COLLEGE |
| CATEGORY: GENERAL PUBLIC | | |

ABC BOARD APPLICANTS, PAGE 5

| <u>NAME/ADDRESS/TELEPHONE</u> | <u>OCCUPATION</u> | <u>EDUCATIONAL BACKGROUND</u> |
|---|--|-----------------------------------|
| WAGNER, REV RICHARD (W/M) 2074 LOGANBERRY DRIVE FAYETTEVILLE NC 28304 867-5634/578-1227 REV.WAGNER@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 | BISHOP LUTHERAN ORTHODOX CHURCH | BA |
| WARNER, ALEX (W/M) 4333 LEGION ROAD HOPE MILLS NC 28348 424-0030/424-5350/309-7777 CARLEENSOFHOPEMILLS@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 | RETIRED EDUCATOR BUSINESS OWNER | MASTERS- EDUCATION |
| WILDERMAN, MARK (W/M) 222 QUEENSBERRY DRIVE FAYETTEVILLE NC 28303 964-2050/864-4633 MARK.WILDERMAN@YAHOO.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No CATEGORY: GENERAL PUBLIC | PRESIDENT SAAM'S PARTY TENTS | SOME COLLEGE |
| WILLIFORD, CARL PAT (W/M) 111 JOHN ST FAYETTEVILLE NC 28305 624-6696/484-2168 PAT@WHCFAY.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 | CPA WILLIFORD HOUSTON & CO | BS-BUSINESS ADMIN. |



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/26/2018

SUBJECT: ANIMAL CONTROL BOARD (2 VACANCIES)

BACKGROUND

The Animal Control Board has the following two (2) vacancies:

City of Fayetteville Resident Position:

George Butterfly – Resigned.

The Fayetteville City Council recommends **Yvette Sanders**. (See attached)

Ex-Officio - Veterinarian on Contract to the Animal Control Department Position:

April Kelly

I have attached the current membership and applicant list for this Board.

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the two (2) vacancies above.

ATTACHMENTS:

Description

Animal Control Board Backup Information

Type

Backup Material

Animal Control Board

The purpose of the Animal Control Board is to hear appeals pursuant to Section 3-91e of the Cumberland County Code such as Potentially Dangerous Dog appeals, provide advice and information to the Animal Control Department; coordinate with the Animal Control Director to make recommendations to the Board of Commissioners for the betterment of the County's animal control program, provide a program for public education, information and outreach concerning responsible pet ownership, animal cruelty, and the County's animal control program.

Statutory Authorization: Section 3-28.1 of the Cumberland County Code

Member Specifications:

7 Members with Specific Categories:

- Person with knowledge and experience in dog behavior and/or handling position (1)
- Person who works in promoting goals of the animal protection society or the humane society or another such broadly-based and representative organization interested in the care and protection of animals position (1)
- Ex-Officio, the veterinarian on contract to the Animal Control Department position (1)
- At-Large positions (2)
- City of Fayetteville resident positions (2)

Term: 3 Years

Compensation: None

Duties:

- Hear Potentially Dangerous Dog appeals and will need to meet periodically throughout the month as needed to hear those cases in a timely fashion;
- Hear any other appeals provided for by ordinance concerning determinations of the Animal Control Department;
- Provide advice and information to the Animal Control Department;
- Upon coordination with the Animal Control Director, make recommendations to the Board of Commissioners for the betterment of the county's animal control program;
- In conjunction with the Animal Control Department and the county's Communications Manager, provide for a program of public education, information and outreach concerning responsible pet ownership, animal cruelty, and the county's animal control program;
- Select officers of the board, including a chairperson, and adopt rules of procedure.

Meetings: First Monday of every other month (Feb./Apr./June/Aug./Oct./Dec.) at 6:00 PM. (No meetings held on first or last day of any month.) The average length of a meeting varies.

Meeting Location: Animal Control Department 4704 Corporation Drive Fayetteville, NC

Candice White

Subject: FW: Animal Control Board Recommendation

From: Jennifer Ayre <JAyre@ci.fay.nc.us>
Sent: Thursday, September 13, 2018 8:15 AM
To: Candice White <cwhite@co.cumberland.nc.us>
Cc: Pamela Megill <PMegill@ci.fay.nc.us>
Subject: RE: Animal Control Board Recommendation

Good Morning Candice,

On Monday, September 10th, the City Council unanimously approved Ms. Yvette Sanders for the Animal Control Board. Please let me know if you have any questions. I will send Ms. Sanders an email to let her know she has been approved by City Council, but will still need to be approved by the County Commissioners.

Please let me know if you need anything else from me.

Also stay safe this weekend!

Respectfully,
Jennifer



Jennifer L Ayre, NCCMC
Deputy City Clerk

City of Fayetteville | 433 Hay Street | Fayetteville, NC 28301-5537

Office: 910.433.1312

E-mail: jayre@ci.fay.nc.us

Web: <http://www.fayettevillenc.gov>



Facebook: <http://www.facebook.com/cityoffayettevillegovernment>

Twitter: <http://twitter.com/CityOfFayNC>

YouTube: <http://www.youtube.com/user/CityOfFayettevilleNC>

All communication not specifically exempted by North Carolina law is a public record and subject to release upon request

ANIMAL CONTROL BOARD
3 Year Term
(Terms extended from 2 to 3 years on 8/5/02)

| <u>Name/Address</u> | <u>Date Appointed</u> | <u>Term</u> | <u>Expires</u> | <u>Eligible For Reappointment</u> |
|--|---------------------------|-----------------|--------------------|---------------------------------------|
| <u>Knowledge & Experience in Dog Behavior and/or Handling Position+</u> | | | | |
| Michelle Harris 5375 Silver Pine Drive Fayetteville, NC 28303 257-7247/960-0643 | 9/16 | 1st | Sept/19 9/30/19 | Yes |
| <u>Promoting Goals of the Animal Protection Society or the Humane Society or Another Such Broadly- Based and Representative Organization Interested in the Care and Protection of Animals Position</u> | | | | |
| Jill Deems 2031 Blackwash Lane Hope Mills, NC 28348 916-2883/424-4049 | 8/15 | 1st | Aug/18 8/31/18 | Yes |
| <u>Ex-Officio - The Veterinarian on Contract to the Animal Control Department Position</u> | | | | |
| VACANT | | | | |
| <u>At-Large Positions</u> | | | | |
| Shelly Bryant 5444 Arnette Rd Hope Mills, NC 28348 910-916-1320 | 3/17 | 2nd | Mar/20 3/31/20 | No |
| Cindy Jackson Collins 3526 Rittenour Drive Hope Mills, NC 28348 424-9585/670-0633 | 3/17 | 2nd | Mar/20 3/31/20 | No |
| <u>City of Fayetteville Resident Positions</u> | | | | |
| Shannon Pingitore 2509 Morganton Road Fayetteville NC 28303 910-987-3141 email@carolinapetcare.com | 10/17 | 1 st | Oct/20 10/31/20 | Yes |
| VACANT (Vacated by G. Butterfly) | 9/15 | 1st | Sept/18 9/30/18 | Yes |

Board was established by ordinance adopted on January 4, 1999.
Meetings: Bi monthly (Feb./Apr./June/Aug./Oct./Dec.) – 1st Monday (*no meetings held on first or last day of any month*) - 6:00 PM - 4704 Corporation Dr. Contact: Sandra Bohannon 321-6843

**APPLICANTS FOR
ANIMAL CONTROL BOARD**

| <u>NAME/ADDRESS/TELEPHONE</u> | <u>OCCUPATION</u> | <u>EDUCATIONAL BACKGROUND</u> |
|--------------------------------------|--------------------------|--|
|--------------------------------------|--------------------------|--|

| | | |
|---|------------------------------------|--------------------------------|
| BOYD, CAROL (W/F) 5510 TOURNAMENT LANE HOPE MILLS, NC 28348 910-723-5365 | RETIRED FROM PETSMART & FAPS | BACHELORS - BIOLOGY ZOOLOGY |
|---|------------------------------------|--------------------------------|

LOMCAVAK@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: Multi-Cultural Initiative in Marine Sciences Program

CATEGORY: PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING

BURKHARDT, HEATHER (W/F)
5226 LACROSS POINT
PARKTON NC 28371
489-2336/723-5253/489-2336

VETERINARIAN

COLLEGE

BRIDGE CREEK MOBILE EQUINE VET

HABDVM@YAHOO.COM

****SERVES ON THE BOARD OF HEALTH****

Graduate-County Citizens' Academy: YES

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

CHRISTENSEN, JOSIE ANNA (W/F)
1110 BOONE HALL WAY #301
FAYETTEVILLE NC 28303
206-353-1227

STUDENT

SOME COLLEGE

JOSIE.APPLGATE@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 & PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING

CLARK, IASLIN (W/F)
6818 TURNBULL ROAD
FAYETTEVILLE NC 28312
336-402-6302

VOLUNTEER FOR CCAC
& ASPCA

ASSOCIATES

UNICORN520@CENTURYLINK.NET

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: CITY OF FAYETTEVILLE RESIDENT, GENERAL PUBLIC, PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY, ETC., PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING

APPLICANTS FOR
ANIMAL CONTROL BOARD Page 2

| <u>NAME/ADDRESS/TELEPHONE</u> | <u>OCCUPATION</u> | <u>EDUCATIONAL BACKGROUND</u> |
|--|---|--|
| GRIMES, IRENE (-/F) 3918 COLORADO DRIVE HOPE MILLS NC 28348 910-987-5923 IRENE-GRIMES@HOTMAIL.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 <i>CATEGORY: PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING</i> | SELF-EMPLOYED CUSTOM QUILT MAKING | AA-PARALEGAL |
| HALL, MARY E. (W/F) 703 GLENWOOD DRIVE FAYETTEVILLE NC 28305 910-257-2045 EDENSXPRES@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 <i>CATEGORY: CITY OF FAYETTEVILLE RESIDENT, GENERAL PUBLIC, PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY OR ANOTHER SUCH</i> | SELF-EMPLOYED | BS-RECREATION & LEISURE STUDIES |
| HYMAN, DOROTHY E (W/F) 2018 FARGO DRIVE FAYETTEVILLE NC 28306 494-6585 ELAINEB@NC.RR.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 <i>CATEGORY: CITY OF FAYETTEVILLE RESIDENT</i> | COSMETOLOGIST LEGION ROAD HAIR DESIGN | HIGH SCHOOL |
| MCGILLIVRAY, DAVID PAUL (W/M) 6006 DAHLGREN AVE FAYETTEVILLE NC 28314 910-988-6131 D.P.MCGILLIVRAY@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 <i>CATEGORY: CITY OF FAYETTEVILLE RESIDENT</i> | HOUSING INSPECTOR SELF-EMPLOYED RETIRED MILITARY | SOME COLLEGE |

**APPLICANTS FOR
ANIMAL CONTROL BOARD Page 3**

| NAME/ADDRESS/TELEPHONE | OCCUPATION | EDUCATIONAL BACKGROUND |
|---|--|-----------------------------------|
| MCKOY, DATREZ, RAHEAM (B/M) 418 ACACIA CIRCLE APT H FAYETTEVILLE NC 28314 910-736-8169 MCKOYDATREZ@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 | GENERAL LABOR | HIGH SCHOOL |
| PALMER, REV DWIGHT E JR. (B/M) 1139 HELMSLEY DRIVE FAYETTEVILLE NC 28314 868-2575/260-9630/892-6405 DEPALMERJR@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: PERSON WITH KNOWLEDGE & EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING | GENERAL MANAGER DORMAN CADILLAC GMC | BA & MBA |
| PREMAN, JANELLE A. (W/F) 4611 MORNING STAR LANE HOPE MILLS NC 28348 425-7814/584-2722/243-1086 GIPREMAN@HOTMAIL.COM Graduate-County Citizens' Academy: YES 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 | CHIEF PERSONNEL SECURITY JOINT SPECIAL OPERATIONS COMMAND | BACHELORS - PUBLIC ADMIN. |
| ROWE, MELODY (W/F) 109 SPENCER STREET FAYETTEVILLE NC 28306 706-414-2641/483-5944 MROWEGA60@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, PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY, ETC., PERSON WITH KNOWLEDGE | EMERGENCY ASSISTANCE ASST FAYETTEVILLE URBAN MINISTRY | COLLEGE STUDENT |

APPLICANTS FOR
ANIMAL CONTROL BOARD Page 4

| <u>NAME/ADDRESS/TELEPHONE</u> | <u>OCCUPATION</u> | <u>EDUCATIONAL BACKGROUND</u> |
|--|------------------------------------|-----------------------------------|
| WAGNER, REV RICHARD (W/M) 2074 LOGANBERRY DRIVE FAYETTEVILLE NC 28304 867-5634/578-1227 REV.WAGNER@GMAIL.COM | BISHOP LUTHERAN ORTHODOX CHURCH | BA |

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 OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/11/2018

SUBJECT: BOARD OF ADJUSTMENT (2 VACANCIES)

BACKGROUND

At their September 4, 2018 meeting, the Board of Commissioners nominated the following individuals to fill two (2) vacancies on the Board of Adjustment:

NOMINEE(S)

Alternate Member:

Marva Lucas-Moore (new appointment)

Quinsentina James (new appointment)

I have attached the current membership list for this Board.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the two (2) vacancies above.

ATTACHMENTS:

Description

Board of Adjustment Membership Roster

Type

Backup Material

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 | 8/18 | 2nd | Aug/21 8/31/21 | No |
| 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 | 9/18 | 2nd | Sept/21 9/30/21 | No |
| Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194 | 8/18 | 1st | Aug/21 8/31/21 | Yes |
| <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 |
| VACANT (Vacated by G. Parks) | 6/16 | 1 st | 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> |
|---------------------|---------------------------|-------------|----------------|---------------------------------------|
|---------------------|---------------------------|-------------|----------------|---------------------------------------|

Alternate Members Continued:

| | | | | |
|-------------------------------------|-------|-----|-------------------|-----|
| VACANT (Vacated by A. Ortiz) | 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 3rd 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



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 1, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/11/2018

SUBJECT: CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL (4 VACANCIES)

BACKGROUND

On September 4, 2018, the Board of Commissioners nominated the following individuals to fill four (4) vacancies on the Cumberland County Juvenile Crime Prevention Council:

NOMINEE(S)

Member of Business Community Representative:

Austin Campbell (reappointment)

United Way or Non-Profit Representative:

Terri Thomas (reappointment)

At-Large Representative:

Crystal Bennett (reappointment)

Person Under Age 18 Representative:

Dominique Ashley (new appointment)

I have attached the current membership list for this council.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the four (4) vacancies above.

ATTACHMENTS:

Description

CC Juvenile Crime Prevention Council Membership Roster

Type

Backup Material

CUMBERLAND COUNTY
JUVENILE CRIME PREVENTION COUNCIL
(Two year terms)

| <u>Name/Address</u> | <u>Date Appointed</u> | <u>Term</u> | <u>Expires</u> | <u>Eligible For Reappointment</u> |
|---|---------------------------|-------------|----------------|---------------------------------------|
| <u>Local School Superintendent or designee</u> | | | | |
| Bruce Morrison | 1/12 | | | |
| Cumberland County Schools | | | | |
| P.O. Box 2357 | | | | |
| Fayetteville, North Carolina 28302 | | | | |
| Phone: 678-2495 | | | | |
| <u>Chief of Police or designee</u> | | | | |
| Lt. John Somerindyke | 3/15 | | | |
| Fayetteville Police Department | | | | |
| 467 Hay Street | | | | |
| Phone: 433-1910 | | | | |
| <u>Local Sheriff or designee</u> | | | | |
| Lt. Kimberly Gagnon | 2/17 | | | |
| Cumberland County Sheriff's Office | | | | |
| 131 Dick Street | | | | |
| Fayetteville, North Carolina 28301 | | | | |
| Phone: 677-5474 | | | | |
| <u>District Attorney or designee</u> | | | | |
| Brandy Brutsch | 10/17 | | | |
| Assistant District Attorney | | | | |
| District Attorney's Office | | | | |
| 117 Dick Street, Suite 427 | | | | |
| Fayetteville, North Carolina 28301 | | | | |
| Phone: 678-2915 | | | | |
| <u>Chief Court Counselor or designee</u> | | | | |
| Miguel Pitts | 3/15 | | | |
| Department of Juvenile Justice | | | | |
| P.O. Box 363 | | | | |
| Fayetteville, North Carolina 28302 | | | | |
| Phone: 678-2947 | | | | |
| <u>Mental Health Representative or designee</u> | | | | |
| Tina Higgs | 04/14 | | | |
| Alliance Behavioral Healthcare – Community Relations, Court Liaison | | | | |
| 711 Executive Place | | | | |
| Fayetteville, North Carolina 28305 | | | | |
| 910-491-4794 | | | | |

| <u>Name/Address</u> | <u>Date Appointed</u> | <u>Term</u> | <u>Expires</u> | <u>Eligible For Reappointment</u> |
|---|---------------------------|-------------|----------------|---------------------------------------|
| <u>Director of Social Services or designee</u> | | | | |
| Natasha Tomlinson Cumberland County Department of Social Services P.O. Box 2429 Fayetteville, North Carolina 28302-2429 Phone: 321-6459 | 11/17 | | | |
| <u>County Manager or designee</u> | | | | |
| Duane Holder Assistant County Manager Cumberland County Courthouse P.O. Box 1829 Fayetteville, North Carolina 28302-1829 Phone: 678-7725 | 10/17 | | | |
| <u>Chief District Judge or designee</u> | | | | |
| Judge Ed Pone P.O. Box 363 Fayetteville, North Carolina 28302 Phone: 678-2901 | 1/99 | | | |
| <u>Health Director or designee</u> | | | | |
| Rodney Jenkins 1235 Ramsey Street Fayetteville, North Carolina 28301 Phone: 433-3783 | 2/18 | | | |
| <u>Parks and Recreation Representative</u> | | | | |
| James Powell City of Fayetteville Parks and Recreation Dept. 433 Hay Street Fayetteville, North Carolina 28301 Phone: 433-1547 | 2/17 | | | |
| <u>County Commissioner</u> | | | | |
| Glenn Adams P.O. Box 1829 Fayetteville, NC 28302-1829 Phone: 678-7771 | 3/15 | | | |

| <u>Name/Address</u> | <u>Date Appointed</u> | <u>Term</u> | <u>Expires</u> | <u>Eligible For Reappointment</u> |
|---|---------------------------|-------------|--------------------|---------------------------------------|
| <u>Substance Abuse Professional</u> | | | | |
| Louis Leake Carolina Treatment Center 7669 Beverly Drive Fayetteville, NC 28314 910-960-7599 | 9/16 | 2nd | Oct/18 10/31/18 | No |
| <u>Member of Faith Community</u> | | | | |
| Augusta Newman 450 Bladen Circle Fayetteville, NC 28312 709-8344/555-5555 | 9/16 | 1st | Sept/18 9/30/18 | Yes |
| <u>Person Under Age 18</u> | | | | |
| Gregory Raymond Koonce Jr. 1833 Notre Dame Place Fayetteville, NC 28304 483-3604/723-1149/814-7336 gregoryjrk@embarqmail.com | 12/16 | 1st | Dec/18 12/31/18 | Yes |
| VACANT (Vacated by J. Hassell) | 3/16 | 2nd | Mar/18 3/31/18 | No |
| <u>Juvenile Defense Attorney</u> | | | | |
| Michael J. Onufer 356 Tartan Court Fayetteville, NC 28301 | 2/17 | 1st | Feb/19 2/28/19 | Yes |
| <u>Member of Business Community</u> | | | | |
| Austin Campbell 5316 Sandstone Drive Fayetteville, NC 28311 | 2/17 | 1st | Sept/18 9/30/18 | Yes |
| (serving unexpired term; eligible for an additional term) | | | | |
| <u>United Way or Non-Profit</u> | | | | |
| Terri Thomas 508 Spaulding Street Fayetteville, NC 28301 | 2/17 | 1st | Sept/18 9/30/18 | Yes |
| (serving unexpired term; eligible for an additional term) | | | | |
| <u>At Large Representatives</u> | | | | |
| Matthew Dixon 8404 Frenchorn Lane Fayetteville, NC 28314 867-7807/818-8134 Mdixon2199@yahoo.com | 11/17 | 1st | Nov/19 11/30/19 | Yes |

| Name/Address | Date Appointed | Term | Expires | Eligible For Reappointment |
|---|-------------------|---------------------------|--------------------|-------------------------------|
| VACANT (Vacated by D. Rosen) | 4/17 | 1 st full term | Apr/19 4/30/19 | Yes |
| *serving unexpired term; eligible for one additional term* | | | | |
| Dr. Rebecca Campbell 7027 Darnell Street Fayetteville, NC 28314 910-487-1555 | 9/16 | 1st | Oct/18 10/31/18 | Yes |
| Nicole Hawkins 418 Taipei Ct Fayetteville, NC 28303 758-4771 Nicole.hawkins@ncdps.gov | 4/18 | 1st | Nov/19 11/30/19 | Yes |
| *serving unexpired term; eligible for one additional term* | | | | |
| Dr. Mark Kendrick 2927 Rosecroft Drive Fayetteville, NC 28304 988-3126 Mkendrick2927@gmail.com | 4/18 | 1st | Apr/19 4/30/19 | Yes |
| *serving unexpired term; eligible for two additional terms* | | | | |
| Densie D. Lucas 106 Carmichael Lane Spring Lake, NC 28390 497-1227/672-2287 | 9/16 | 1st | Oct/18 10/31/18 | Yes |
| Crystal Bennett 2654 Rivercliff Road Fayetteville, NC 28301 429-4930/475-3287 | 9/16 | 1st | Oct/18 10/31/18 | Yes |

Non-Voting Member

Ronald Tillman
DJJDP Regional Consultant
100 Dillion Drive
Butner, North Carolina 27509
Phone: 919-575-3166 (W)

Meetings: Second Wednesday of each month at 1:15 PM. CC CommuniCare Conference Room –109
Bradford Ave, Fayetteville, NC 28301.
Contact: Duane Holder, 910-678-7723