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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 118**  
**SEPTEMBER 16, 2019**  
**6:45 PM**

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INVOCATION - Commissioner Charles Evans

MINISTER - Pastor Riley Halliday, Manna Church

PLEDGE OF ALLEGIANCE -

Introduction of the Fayetteville-Cumberland Youth Council Members

Dede Effon

Ramie Mack

**PUBLIC COMMENT PERIOD**

1. APPROVAL OF AGENDA
2. CONSENT AGENDA
  - A. Approval of September 3, 2019 Regular Meeting Minutes
  - B. Approval of Sole Source Procurement of Vehicle Camera System
  - C. Approval of Sole Source Procurement of Portable Planetarium
  - D. Approval of Sole Source Procurement of Conducted Electrical Weapons
  - E. Approval of Sole Source Procurement of Pneumatic Controls
  - F. Approval of Sole Source Procurement of Conveyor System
  - G. Approval to Pay Prior Year Invoices
  - H. Approval of Health Department Delinquent Accounts to be Turned Over to the NC Debt Setoff Program
  - I. Approval Resolution for Little River Grant Funds
  - J. Approval of Budget Ordinance Amendment for the September 16, 2019 Board of Commissioners' Agenda
  - K. Approval of Cumberland County Board of Commissioners Agenda Session Items
    1. Contract Amendments to Temporary Services Contracts
    2. Permanent Easement for Fiber Optic Cable at Veterans Services with South Carolina Telecommunications Group, LLC
    3. Contract for Detention Center Roof Project
    4. Professional Project Management Services Agreement with The Wooten

Company

5. Request to Set Meeting Dates for Annual Updates to the Capital Planning Model
6. Allied Universal Security Contract for Department of Social Services
7. Approval of Interlocal Agreement with the Town of Wade

3. PUBLIC HEARINGS

- A. There are No Rezoning Cases for the September 16, 2019 Board of Commissioners' Meeting
- B. Public Hearing for Approval of Resolution and Submission of FY 2021 North Carolina Department of Transportation Public Transportation Grants
- C. Public Hearing on the Community Development Program Year 2018 Draft Consolidated Annual Performance and Evaluation Report (CAPER)

4. ITEMS OF BUSINESS \*\*There are no Items of Business for this Meeting\*\*

5. NOMINATIONS

- A. Board of Adjustment (1 Vacancy)

6. APPOINTMENTS

- A. Southeastern Economic Development Commission (SEDC) (1 Vacancy)

7. CLOSED SESSION:

- A. Personnel Matter(s) Pursuant to NCGS 143.318.11(a)(6)

**ADJOURN**

**WATCH THE MEETING LIVE**

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

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

**IT WILL BE REBROADCAST ON WEDNESDAY, SEPTEMBER 18, AT 7:00 PM AND FRIDAY, SEPTEMBER 20, AT 10:30 AM.**

**REGULAR BOARD MEETINGS:**

**October 7, 2019 (Monday) - 9:00 AM  
October 21, 2019 (Monday) - 6:45 PM  
November 4, 2019 (Monday) - 9:00 AM  
November 18, 2019 (Monday) - 6:45 AM**

**THE MEETING VIDEO WILL BE AVAILABLE**

**ATYOUTUBE.COM/CUMBERLANDCOUNTYNC**



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16,**  
**2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM:**

**DATE:**

**SUBJECT: INTRODUCTION OF THE FAYETTEVILLE-CUMBERLAND YOUTH  
COUNCIL MEMBERS**





## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 8/28/2019**

**SUBJECT: APPROVAL OF SOLE SOURCE PROCUREMENT OF VEHICLE CAMERA SYSTEM**

#### **BACKGROUND**

Funds in the amount \$784,650 have been approved and appropriated in the fiscal year 2020 budget for the purchase of (17) Sheriff's Office vehicles. This amount includes the cost of the vehicles, equipment and accessories. Each vehicle must be outfitted to include an in-car camera system.

The Sheriff's Office currently utilizes Enforcement Video, LP dba WatchGuard Video cameras in their entire fleet. The software application that allows access and downloading of recordings was created specifically for the current camera system. The new cameras must be compatible with this software. There is no other camera system currently available that will support this software. WatchGuard Video has provided two quotes for this purchase, totaling \$104,343.40.

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

Finance and Purchasing staff recommend utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (ii) (iii), as compatibility with the existing camera system software is the overriding consideration and the needed product is available from only one source of supply.

#### **ATTACHMENTS:**

Description	Type
Department Memo and Vendor Quote 1	Backup Material
Department Memo and Vendor Quote 2	Backup Material



**Cumberland County  
SHERIFF'S OFFICE**  
Ennis W. Wright, Sheriff



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Internationally Accredited Law Enforcement Agency

**MEMORANDUM**

TO: Amanda Bullard, Purchasing Manager

FROM: Lisa Blausen, Sheriff's Office Business Manager *Blausen*

DATE: August 22, 2019

RE: Sole Source Designation for Watchguard Purchase

The Sheriff's Office utilizes WatchGuard for in-car camera systems in Sheriff's Office fleet vehicles. The Sheriff's Office has applications created specifically for this camera system to access and download these recordings. No other camera system currently available will support our evidence software which currently operates our camera system.

The Sheriff's Office is purchasing six (6) vehicles for newly established SRO positions. A WatchGuard camera system is needed for each vehicle. Funding was allocated on BR 200270 for these vehicles and vehicle equipment and accessories. A quote is attached. We request WatchGuard be approved as the Sole Source provider for this purchase to ensure compatibility with all other with our evidence software and equipment utilized in all other Sheriff's Office fleet vehicles.

Should you have any questions or need any additional information, please contact me. Thank you.





CUMBERLAND COUNTY SHERIFF'S OFFICE  
REQUISITION

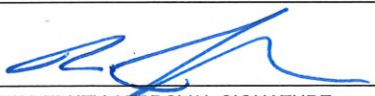
Fiscal Year: 20  
Requisition # 695

DIVISION ORDERING GOOD/SERVICE (CHECK ONE)	ADDRESS OF DIVISION	ORG
<input type="checkbox"/> Sheriff's Office	131 Dick Street, Fayetteville, NC 28301	1014200
<input type="checkbox"/> Training Center	4710 Corporation Drive, Fayetteville, NC 28306	1014200
<input type="checkbox"/> Detention Center	204 Gillespie Street, Fayetteville, NC 28301	1014203
<input type="checkbox"/> Roxie	131 Dick Street, Fayetteville, NC 28301	1014213
<input type="checkbox"/> Sheriff's Grants	131 Dick Street, Fayetteville, NC 28301	1014218
<input checked="" type="checkbox"/> School Resource	314 Jasper Street, Fayetteville, NC 28302	101422F
<input type="checkbox"/> Inmate Welfare	204 Gillespie Street, Fayetteville, NC 28301	2074205
<input type="checkbox"/> Federal Forfeiture	131 Dick Street, Fayetteville, NC 28301	204422R
<input type="checkbox"/> Controlled Substance Tax	131 Dick Street, Fayetteville, NC 28301	2064208

VENDOR INFORMATION	
Name: Watchguard Video	Phone: 800-605-6734
Address Po Box 677996	
Dallas, TX 75267-7996	Fax: 972-423-9778
Email: <a href="mailto:jadams@watchguardvideo.com">jadams@watchguardvideo.com</a>	POC: John Adams

ITEM NO.	DESCRIPTION	Qty	Unit	Unit Cost	TOTAL COST
1	Item KEY-EL47-DEV-001 Evidence Library Software and Licensing	6	Each	150.00	900.00
2	Item 4RE-STD-GPS-RV2 Standard DVR Camera System	6	Each	4,795.00	28,770.00
3	Item CAM-4RE-PAN-NHD Additional front camera	6	Each	200.00	1,200.00
4	Item 4RE-WRL-KIT-101	6	Each	200.00	1,200.00
5	1 year warranty included	6	Each	-	-
6	Shipping	1	Each	150	150.00
See BR 200270 For 6 new SRO vehicles					

CONTACT PERSON (WITHIN SHERIFF'S OFFICE)	Line #	VENDOR #	ORGANIZATION	OBJECT	TOTAL
Rita Tatum		4661	101422F	577100	32,220.00

  
CHIEF DEPUTY APPROVAL SIGNATURE

  
DATE

  
BUDGET OFFICE APPROVAL SIGNATURE

8/6/19  
DATE



## 4RE/VISTA Price Quote

CUSTOMER: Cumberland County Sheriff's Office

ISSUED: 6/10/2019 8:47 AM

EXPIRATION: 9/30/2019 5:00 AM

**TOTAL PROJECT ESTIMATED AT:**  
**\$34,475.40**

ATTENTION: Captain Rita Tatum

SALES CONTACT: John Adams

PHONE: 910-677-5566

DIRECT: (214) 785-2647

E-MAIL: rtatum@ccsonc.org

E-MAIL: JAdams@WatchGuardVideo.com

### 4RE and VISTA Proposal

#### Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	6.00	\$150.00	\$0.00	\$900.00

#### 4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	6.00	\$4,795.00	\$0.00	\$28,770.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	6.00	\$200.00	\$0.00	\$1,200.00

#### Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	6.00	\$200.00	\$0.00	\$1,200.00

#### 4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	6.00	\$0.00	\$0.00	\$0.00

#### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$150.00	\$0.00	\$150.00
					\$32,220.00

Total Estimated Tax, may vary from State to State \$2,255.40

415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## 4RE/VISTA Price Quote

Configuration Discounts

\$0.00

Additional Quote Discount

\$0.00

**Total Amount**

**\$34,475.40**

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_





# Cumberland County SHERIFF'S OFFICE

Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

## MEMORANDUM

TO: Amanda Bullard, Purchasing Manager

FROM: Lisa Blausen, Sheriff's Office Business Manager *L. Blausen*

DATE: August 22, 2019

RE: Sole Source Designation for Watchguard Purchase

The Sheriff's Office utilizes WatchGuard for in-car camera systems in Sheriff's Office fleet vehicles. The Sheriff's Office has applications created specifically for this camera system to access and download these recordings. No other camera system currently available will support our evidence software which currently operates our camera system.

The Sheriff's Office is purchasing twelve (12) vehicles with funding allocated in the FY 20 budget (11 Ford Interceptor SUV's and one Jail Transport Van). A WatchGuard camera system is needed for each vehicle. A quote is attached. We request WatchGuard be approved as the Sole Source provider for this purchase to ensure compatibility with all other with our evidence software and equipment utilized in all other Sheriff's Office fleet vehicles.

Should you have any questions or need any additional information, please contact me. Thank you.





CUMBERLAND COUNTY SHERIFF'S OFFICE  
REQUISITION

Fiscal Year: 20  
Requisition # 694

DIVISION ORDERING GOOD/SERVICE (CHECK ONE)	ADDRESS OF DIVISION	ORG
<input checked="" type="checkbox"/> Sheriff's Office	131 Dick Street, Fayetteville, NC 28301	1014200
<input type="checkbox"/> Training Center	4710 Corporation Drive, Fayetteville, NC 28306	1014200
<input type="checkbox"/> Detention Center	204 Gillespie Street, Fayetteville, NC 28301	1014203
<input type="checkbox"/> Roxie	131 Dick Street, Fayetteville, NC 28301	1014213
<input type="checkbox"/> Sheriff's Grants	131 Dick Street, Fayetteville, NC 28301	1014218
<input type="checkbox"/> School Resource	314 Jasper Street, Fayetteville, NC 28302	101422F
<input type="checkbox"/> Inmate Welfare	204 Gillespie Street, Fayetteville, NC 28301	2074205
<input type="checkbox"/> Federal Forfeiture	131 Dick Street, Fayetteville, NC 28301	204422R
<input type="checkbox"/> Controlled Substance Tax	131 Dick Street, Fayetteville, NC 28301	2064208

VENDOR INFORMATION

Name: Watchguard Video Phone: 800-605-6734  
Address Po Box 677996  
Dallas, TX 75267-7996 Fax: 972-423-9778  
Email: jadams@watchguardvideo.com POC: John Adams

ITEM NO.	DESCRIPTION	Qty	Unit	Unit Cost	TOTAL COST
1	Item KEY-EL47-DEV-001 Evidence Library Software and Licensing	12	Each	150.00	1,800.00
2	Item 4RE-STD-GPS-RV2 Standard DVR Camera System	11	Each	4,795.00	52,745.00
	Item 4RE-ELT-GPS-200 Elite DVR Camera				
3	System (for jail van)	1	Each	5,070.00	5,070.00
4	Item CAM-4RE-PAN-NHD Additional front camera	12	Each	200.00	2,400.00
5	Item CAM-AUX-GMB-001 auxiliary camera (for jail van)	3	Each	195.00	585.00
6	Item 4RE-WRL-KIT-101	12	Each	200.00	2,400.00
7	1 year warranty included	6	Each	-	-
8	Shipping	1	Each	300.00	300.00
					-
	For FY 20 vehicles originally funded in FY 20 budget (11 SUV's and 1 jail van)				
	Per Quote dated 7/25/19				

CONTACT PERSON (WITHIN SHERIFF'S OFFICE)		Line #	VENDOR #	ORGANIZATION	OBJECT	TOTAL
Rita Tatum			4661	1014203	577100	6,205.00
Rita Tatum			4661	1014225	577100	59,095.00

CHIEF DEPUTY APPROVAL SIGNATURE

DATE

BUDGET OFFICE APPROVAL SIGNATURE

DATE



## 4RE/VISTA Price Quote

CUSTOMER: Cumberland County Sheriff's Office

ISSUED: 7/25/2019 8:40 AM

EXPIRATION: 10/25/2019 5:00 AM

**TOTAL PROJECT ESTIMATED AT:  
\$69,871.00**

ATTENTION: Captain Rita Tatum

SALES CONTACT: John Adams

PHONE: 910-677-5445

DIRECT: (214) 785-2647

E-MAIL: rtatum@ccsonc.org

E-MAIL: JAdams@WatchGuardVideo.com

### 4RE and VISTA Proposal

#### Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	12.00	\$150.00	\$0.00	\$1,800.00

#### 4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	11.00	\$4,795.00	\$0.00	\$52,745.00
4RE-ELT-GPS-200	4RE Elite DVR Camera System with support for up to 6 cameras, as well as, support for dual HiFi microphones. Includes an integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	1.00	\$5,070.00	\$0.00	\$5,070.00
CAM-AUX-GMB-001	Auxiliary Camera, 4RE, Gimble with Bracket	3.00	\$195.00	\$0.00	\$585.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	12.00	\$200.00	\$0.00	\$2,400.00

#### Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	12.00	\$200.00	\$0.00	\$2,400.00

#### 4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	12.00	\$0.00	\$0.00	\$0.00

#### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
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415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)





## 4RE/VISTA Price Quote

Freight	Shipping/Handling and Processing Charges	1.00	\$300.00	\$0.00	\$300.00
					\$65,300.00

Total Estimated Tax, may vary from State to State \$4,571.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$69,871.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order:

DATE:

7/25/2019



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 8/30/2019**

**SUBJECT: APPROVAL OF SOLE SOURCE PROCUREMENT OF PORTABLE PLANETARIUM**

#### **BACKGROUND**

The Library received funds through the Library Services and Technology Act (LSTA) grant in the amount of \$48,271 for the purchase of a Digital STARLAB Portable Planetarium and accompanying software. Additionally, a portion of budgeted E-rate funds (rebate funds for schools and libraries received from phone and internet vendors) in the amount of \$8,671.80 have been allocated for this purchase.

The grant funds were approved for this specific product and brand, which is sold exclusively by Science First, LLC. The vendor has provided a quote in the amount of \$56,942.80.

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

Finance and Purchasing staff recommend utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (ii), as the needed product is available from only one source of supply.

#### **ATTACHMENTS:**

Description	Type
Department Memo	Backup Material
Quote and Sole Source Letter	Backup Material



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300 Maiden Lane  
Fayetteville, NC 28301-5000  
910-483-7727 x 1300  
910-486-5372 (FAX)  
fnarron@cumberland.lib.nc.us

## Memorandum

To: Vicki Evans, Finance Director  
Through: Amanda Bullard, Purchasing Manager  
From: Fabienne Narron, Library Administrative Coordinator  
Subject: Sole Source Consideration Request- STARLAB Portable Planetarium  
LSTA Space Grant

The library asks that a request for the purchase of a Digital STARLAB Portable Planetarium and accompanying software from Science First, LLC as a sole source vendor be placed on the agenda for the next Commissioners' meeting in September.

The Digital STARLAB is an inflatable portable planetarium that uses a cylinder which displays images and videos within the dome. The library would like to purchase a Digital STARLAB Portable Planetarium and accompanying software from Science First, LLC. Science First is the sole source vendor for the Digital STARLAB including all components, software, and accessories.

The Digital STARLAB has been used by thousands of people across North Carolina, including participants from Cumberland County. More than 1,500 attendees used the Digital STARLAB portable planetarium when the public library borrowed it from the State Library of North Carolina and it proved to be a superior product for educating children.

Please reference the attached letter from Science First for more information.

Thank you for your consideration of this request. Please let me know if you need any additional information.

## SALES QUOTE

Science First, LLC  
86475 Gene Lasserre Blvd  
Yulee, FL 32097  
USA

**Bill-to:**

Cumberland County Public Library  
Megan Smith  
300 Maiden Lane  
Fayetteville, NC 28301  
USA

**Customer # E108756**

**Sales Quote # SQ-0003048**

**Your Reference #**

**Order Date 6/14/2019**

**Sales Order Total \$56,942.80**

**Payment Terms NET 30**

**Ship Via FREIGHT PL STANDARD**

### Special Terms and Conditions

Unit and cylinders ship within 2-4 weeks of receiving PO/Payment\*\*

**For full terms and conditions, go to**

**<http://shop.sciencefirst.com/content/8-terms-and-conditions>**

**Ship-to:**

Cumberland County Public Library  
Megan Smith  
300 Maiden Lane  
Fayetteville, NC 28301  
USA

Item #	Item Description	Qty	UoM	Unit Price	Line Amount	Shipment Date
401-4200	Digital Starlab Saturn Package 120V Model	1	EA	\$39,995.00	\$39,995.00	1/10/2019
401-4946	Digital Starlab 6m Dome Only Includes Blower	1	EA	\$7,995.00	\$7,995.00	1/10/2019
400-3338	Weather Cylinder	1	EA	\$675.00	\$675.00	1/10/2019
400-3352	Greek Mythology Cylinder	1	EA	\$675.00	\$675.00	1/10/2019
400-3360	Maya Skies Cylinder	1	EA	\$675.00	\$675.00	1/10/2019
400-3357	Ancient Chinese Legends Cylinder	1	EA	\$675.00	\$675.00	1/10/2019
400-3359	African Mythology Cylinder	1	EA	\$675.00	\$675.00	1/10/2019
400-3354	Native American Mythology Cyl	1	EA	\$675.00	\$675.00	1/10/2019
SHIPPING	Shipping	1	EA	\$1,260.00	\$1,260.00	1/10/2019

**Subtotal: \$53,300.00**

**Sales Tax: \$3,642.80**

**Discount: -\$0.00**

**Grand Total: \$56,942.80**



June 10, 2019

Cumberland County Public Library and Information Center,

This letter certifies that Science First® / STARLAB® is the North American sole source provider of the following system:

Digital STARLAB® including all components, software and accessories.

Digital STARLAB® is sole license provider of:

- Starry Night Small Dome Software
- The Layered Earth Small Dome Software
- Classic Digital Cylinders

Also, our proprietary software aligns with Next Generation Science Standards (NGSS) which is specifically geared toward meeting today's educational standards. We also partner with numerous libraries across North Carolina.

Best Regards,

Stephan Karnauch  
Science First/STARLAB® Senior Sales Consultant



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 8/28/2019**

**SUBJECT: APPROVAL OF SOLE SOURCE PROCUREMENT OF CONDUCTED ELECTRICAL WEAPONS**

#### **BACKGROUND**

Funds in the amount of \$41,600 have been approved and appropriated in the Sheriff's Office fiscal year 2020 budget for the purchase of (32) Conducted Electrical Weapons (CEW).

The Sheriff's Office currently utilizes TASER brand CEW equipment. To maintain uniformity, new equipment must be the same brand, which is sold exclusively by Axon Enterprises, Inc. The vendor has submitted a quote in the amount of \$41,327.68.

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

Finance and Purchasing staff recommend utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (ii) (iii), as standardization is the overriding consideration and the needed product is available from only one source of supply.

#### **ATTACHMENTS:**

Description	Type
DEPARTMENT MEMO AND SUPPORT (MEMO, QUOTE, SOLE SOURCE LETTER FROM VENDOR)	Backup Material





# Cumberland County SHERIFF'S OFFICE

Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

## MEMORANDUM

TO: Amanda Bullard, Purchasing Manager

FROM: Lisa Blausen, Sheriff's Office Business Manager *L. Blausen*

DATE: August 17, 2019

RE: Sole Source Designation for Axon

The Sheriff's Office utilizes TASER brand Conducted Electrical Weapons (CEW), which are non-lethal weapons used by Law Enforcement Officers to subdue fleeing, belligerent, or potentially dangerous people who would have otherwise been subjected to more lethal weapons such as firearms. The TASER brand is owned by Axon and the Sheriff's Office issues TASER's to Sworn Deputies and certain Detention Officers. Purchase of TASER's, TASER cartridges, TASER simulation cartridges (used for training) and other TASER accessories are only available through Axon, which is the sole manufacturer for TASER brand CEW's, accessories, and Axon brand products.

We wish to replace 32 CEW's/TASER's for the Detention Center with funding allocated in the FY 20 approved budget specifically for this purpose. A quote is attached. We request Axon be approved as the Sole Source provider for this purchase to ensure compatibility with all other CEW's currently in use by the Sheriff's Office. Our Deputies and Detention Officers are specifically trained on the TASER brand of CEW's. Axon is the only vendor that provides TASER brand products.

Should you have any questions or need any additional information, please contact me. Thank you.





# AXON

## Cumberland County Sheriff's Office - NC

### AXON SALES REPRESENTATIVE

Julian Brown  
(404) 771-5005  
[jbrown@taser.com](mailto:jbrown@taser.com)

**ISSUED**

8/16/2019





**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-197287-43693.646JS**

Issued: 08/16/2019

Quote Expiration: 09/16/2019

Account Number: 107145

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Amy Rodriguez  
Cumberland County Sheriff's Office - NC  
131 Dick St.  
Fayetteville, NC 28306  
US

**BILL TO**

Cumberland County Sheriff's Office - NC  
PO Box 1829  
Fayetteville, NC 28301  
US

**SALES REPRESENTATIVE**

Julian Brown  
Phone: (404) 771-5005  
Email: jbrown@taser.com  
Fax: (480) 999-6155

**PRIMARY CONTACT**

Amy Rodriguez  
Phone: (910) 672-5803  
Email: arodriguez@ccsonc.org

**Group1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
11002	BLACK X26P CEW, HANDLE	32	1,065.00	1,065.00	34,080.00
11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK	5	64.00	64.00	320.00
22011	APPM, AUTOMATIC SHUT-DOWN BATTERY PACK, X2/X26P	32	78.00	78.00	2,496.00
11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK	27	64.00	64.00	1,728.00
Subtotal					38,624.00
Estimated Shipping					0.00
Estimated Tax					2,703.68
Total					41,327.68
<b>Grand Total</b>					<b>41,327.68</b>



17800 N. 85th St., Scottsdale, Arizona 85255 \* 480-991-0797 \* Fax 480-991-0791 \* www.axon.com

February 6, 2018

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Manufacturer Letter for Axon Enterprise, Inc.'s Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions**

Axon Enterprise, Inc. (Axon), is the sole manufacturer for TASER brand conducted electrical weapons (CEWs) and Axon brand products. Axon is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia. Axon is also the sole developer and offeror of the Evidence.com data management services.<sup>1</sup>

### **TASER CEW Descriptions**

#### **X2 CEW**

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

#### **X26P CEW**

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will

<sup>1</sup> Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with TASER standard series cartridges

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

#### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

### **TASER Brand CEW Model Numbers**

1. Conducted Electrical Weapons (CEWs):
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
  - X2 - 4-year extended warranty, item number 22014
  - X26P - 2-year extended warranty, item number 11008
  - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
  - 15-foot Model: 34200
  - 21-foot Model: 44200
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 44203
  - 35-foot Model: 44206
4. TASER Smart Cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
  - 15-foot Model: 22150
  - 25-foot Model: 22151
  - 25-foot inert simulation Model: 22155
  - 25-foot non-conductive Model: 22157
  - 35-foot Model: 22152
  - Inert Smart Cartridge Model: 22153
5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763
6. Power Modules (Battery Packs) for X26P and X2 CEWs:
  - Performance Power Magazine (PPM) Model: 22010
  - Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011

- eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
  - Axon Signal Performance Power Magazine (SPPM) Model: 70116
7. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013
  8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
  9. TASER Simulation Suit II Model 44550

### **Axon Digital Evidence Solution Description**

#### **Axon Flex 2 Video Camera (DVR)**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

#### **Axon Flex 2 Controller**

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

#### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

#### **Axon Fleet Camera**

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

#### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions



from the BUFFERING to EVENT mode.

#### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

#### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected.
- Only compatible with TASER and Axon products

#### **Axon Dock**

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-1-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

#### **Evidence.com Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure

- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

#### **Evidence.com for Prosecutors**

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Axon Capture Application**

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

#### **Axon Commander Services**

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

#### **Axon View Application**

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

#### **Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

#### **Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting





### Axon Brand Model Numbers

1. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
2. Axon Flex 2 Controller Model: 11532
3. Axon Flex 2 USB Sync Cable Model: 11534
4. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
5. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
  - Universal Helmet Mount Model: 11548
6. Axon Body 2 Camera Model: 74001
7. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Belt Clip Mount, Axon RapidLock Model: 11509
8. Axon Fleet Camera Model: 74001
9. Axon Signal Unit Model: 70112
10. Axon Dock Models:
  - Axon Dock – Individual Bay and Core for Axon Flex 2 Model: 11536
  - Axon Dock – 6-Bay and Core for Axon Flex 2 Model: 11537
  - Individual Bay for Axon Flex 2 Model: 11538
  - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
  - Wall Mount Bracket Assembly for Axon Dock: 70033
  - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
  - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
  - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

### TASER Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and

storage. See your Sales Representative for further details and Model numbers.

2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)
3. TASER 60: Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner  
Chief Revenue Officer  
Axon Enterprise, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc., iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and WI-FI is a trademark of the WI-FI Alliance.

AXON, Axon, Axon Body 2, Axon Capture, Axon Dock, Axon Fleet, Axon Flex 2, Axon Interview, Axon RapidLock, Axon Signal, Axon Signal Sidearm, Axon Signal Vehicle, Axon View, Evidence.com, Smart Cartridge, Trilogy, TASER CAM, X2, X26P, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2018 Axon Enterprise, Inc.





## FINANCE OFFICE

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 8/30/2019**

**SUBJECT: APPROVAL OF SOLE SOURCE PROCUREMENT OF PNEUMATIC CONTROLS**

#### **BACKGROUND**

Funds in the amount of \$72,000 have been approved and appropriated in the fiscal year 2020 budget for the upgrade of pneumatic controls on the 3rd floor of the Department of Social Services (DSS) building. The existing pneumatic controls are being replaced with a direct digital controls (DDC) system.

The DDC controls for the remaining floors of the DSS building are operated using Metasys software. The new controls must be compatible with the existing software. Metasys software is proprietary to Johnson Controls, Inc. To maintain standardization and ensure compatibility, the new controls need to be purchased from and installed by Johnson Controls, Inc. A quote has been submitted in the amount of \$59,520.50.

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

Finance and Purchasing staff recommend utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (iii), as compatibility with the existing software and standardization of equipment are the overriding considerations for the needed upgrade.

#### **ATTACHMENTS:**

Description	Type
Quote	Backup Material
Department Memo	Backup Material
Vendor's Notice	Backup Material

# PROPOSAL

Johnson Controls, Inc.  
Systems and Services Division  
395-B North Green meadows Drive.  
Wilmington, NC 28405  
General Office Tel. 910 799-2400  
General Office Fax 910 799-2405



To: **DSS**

Date: 7-20-19

Project  
CONTROLS

Attn: JEFF BROWN

We propose to furnish the materials for the net price of

**Not to Exceed: FIFTY NINE THOUSAND FIVE HUNDRED TWENTY DOLLARS AND 50 CENTS**

Dollars 59,520.50 )

***This proposal includes: To replace all existing pneumatic controlson the 3<sup>th</sup> floor with JCI ddc controls.This includes pulling plenum rated cable between all Ahu and vav boxes, replacing controllers, commissioning,adding new NAE and adding points to the metasys server,All work will be performed to JCI standards and customer satisfaction***

## **DOES NOT INCLUDE**

**Graphics  
IP address  
Normal Buisness hours any additional work will be an additional charge**

(**IMPORTANT:** This proposal incorporates by reference the terms and conditions on the following page hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal valid until

Thirty Days

JOHNSON CONTROLS, INC.

Purchaser -(Company Name)

	Signature
Name:	
Title:	
Date:	

	Signature
Name:	STANLEY THIBODEAUX
Title:	SYSTEM REP
Phone:	(866) 300-0386
	(910) 303-4936

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-Line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement **an advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 80 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of 90 days from delivery of said equipment, or if installed by Johnson, for a period of 90 days from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.






# CUMBERLAND COUNTY NORTH CAROLINA

## ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

### MEMORANDUM

TO: Amanda Bullard, Purchasing Manager

FROM: Jeffery P. Brown, Engineering & Infrastructure Director 

DATE: September 4, 2019

SUBJECT: Sole Source Approval for the Pneumatic Controls at DSS

The Capital Improvement Plan identified the replacement of the pneumatic controls on the 3<sup>rd</sup> floor at the Department of Social Services (DSS) building. This project is budgeted in the FY20 Capital Investment Fund. The existing pneumatic controls are outdated and need to be replaced with a direct digital controls (DDC) system. The controls on all floors use the Metasys building automation software which is a proprietary software used by Johnson Controls. The new controls must be compatible with this system and even though other vendors could provide the controls they would have to contract with Johnson Controls to make it work with the existing system. It would be in the County's best interest to contract the entire project with Johnson Controls for standardization and compatibility.

We would like to request sole source approval from the Board of Commissioners to complete this phase of the pneumatic controls change out at DSS.

Thank you in advance for your favorable consideration of this request. If you have any questions, please do not hesitate to contact me.

**Amanda Bullard**

---

**Subject:** FW: Johnson Control

**From:** William D Register Jr. <William.D.Register@jci.com>

**Sent:** Wednesday, September 4, 2019 12:12 PM

**To:** Amanda Bullard <abullard@co.cumberland.nc.us>

**Subject:** RE: Johnson Control

Johnson Controls Energy Management Systems have been selected and installed in several facilities under the jurisdiction of Cumberland County. This is a proprietary system from Johnson Controls and support service maintenance for the system has to be sourced from Johnson Controls. Any other Contractor would need to sub-contract to JCI which would increase the cost significantly.



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 8/28/2019**

**SUBJECT: APPROVAL OF SOLE SOURCE PROCUREMENT OF CONVEYOR SYSTEM**

#### **BACKGROUND**

Funds in the amount \$90,000 have been approved and appropriated in the fiscal year 2020 budget for the replacement of the Detention Center's conveyor system. The County Engineer is recommending to upgrade the system instead of replacing due to cost savings. The conveyor system can be upgraded at a cost of \$65,000. A new system could cost between \$100,000 to \$110,000. The upgrade would save the County a minimum of \$34,100. The upgrade comes with a one-year warranty and will leave the County with a system that functions at the same capacity as a new system.

The existing system is a White Conveyors, Inc. system; therefore, it can only be upgraded by this vendor. The upgrade will consist of some new parts and controls that are exclusively manufactured and sold by White Conveyors, Inc.

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

Finance and Purchasing staff recommends utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (ii), whereas the parts and controls required for the requested upgrade are available from only one source.

#### **ATTACHMENTS:**

Description	Type
Quote	Backup Material
Department Memo	Backup Material
Sole Source Letter	Backup Material





**CONVEYORS, INC.**

**8-9-19**

**Allan J. Riddle, PE  
Assistant County Engineer  
Cumberland County Engineering & Infrastructure Department  
(910) 678-7813 / (910) 678-7635 Fax  
ariddle@co.cumberland.nc.us**

**White Conveyors Inc. offers a proposal for labor and parts to fully upgrade your model JDR-200-U2 Property Storage Conveyor System at Cumberland County Detention Center. This upgrade will replace all moving parts and controls with new. The only items *not* replaced will be the supports, track sections and bends. We will replace your two 180° drives with one (1) 2HP Twin Cat drive. Two (2) 180° idlers will replace the existing drives. We will include a full 1-year parts and labor warranty.**

**This upgrade will include all new:**

**One (1) 2HP Twin Cat Drive  
Two (2) 180° Idlers  
All new steel chain (200 frames upper and 200 frames lower) with suspension rods, double yokes  
Total Frames (400)  
600 Series Keypad Control  
All new controls**

**The facility must have the bags removed and stored at least 10 feet back from the conveyor. A suitable dumpster must be provided for the old parts. Electrical connections by others.**

**Total Including Labor, travel and expense portal to portal \$65,900.00**

**Freight not included (FOB Kenilworth, NJ)**

**Payment Terms: 30% Deposit, 60% on Shipment, balance due within 10 days of completion**

**Rick Davies  
Regional Sales Manager  
White Conveyors, Inc.  
Phone: 703-853-6549  
Rick.Davies@white-conveyors.com**

**White Conveyors, Inc. 10 Boright Ave. Kenilworth, NJ 07033, Ph. 908-686-5700, Fax 908-686-9317**




# CUMBERLAND COUNTY NORTH CAROLINA

## ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

### MEMORANDUM

TO: Amanda Bullard, Purchasing Manager

FROM: Jeffery P. Brown, PE, Engineering & Infrastructure Director 

DATE: September 3, 2019

SUBJECT: Sole Source Approval for the Detention Center Conveyor System

The existing conveyor system at the Detention Center has posed significant issues over the last couple of years by being down numerous times. It is budgeted in the FY20 Maintenance and Repairs budget to replace this system, however upon recommendation from the vendor and at a cost savings to the County, our Department is requesting to upgrade the conveyor system. Per the vendor's assessment, the moving parts of the conveyor system can be replaced at a cost of \$65,900 as opposed to purchasing a new system which could cost between \$100,000 to \$110,000. The upgrade would save the County at a minimum \$34,100. The only components being kept from the existing system are heavy-gauge steel framework and heavy-gauge steel track tubing. These components are in very good condition and don't need to be replaced.

The existing system is a White Conveyor system and can only be upgraded by White Conveyors, Inc. The upgrade consists of new moving parts and controls that are exclusively manufactured and sold by White Conveyors, Inc. The upgrade does include the same one-year warranty as a new system and is designed to provide the same level of conveyance.

Based on the reasons outlined above, our Department would like to request sole source approval from the Board of Commissioners to purchase the upgrades for the conveyor system at the Detention Center.

Thank you in advance for your favorable consideration of this request. If you have any questions, please do not hesitate to contact me.



**White Conveyors, Inc.**  
10 Boright Ave, Kenilworth, NJ 07033  
Tel: 908-686-5700 Fax: 908-686-9317  
[www.white-conveyors.com](http://www.white-conveyors.com)

---

**Worldwide Leader of Automated Garment Sorting, Storage and Retrieval Solutions**

August 30, 2019

Attention:

To All Prospective Correctional Customers for White Jail Conveyor System Upgrades

Re:

Upgrades to all existing White TIPS (Total Inmate Property Storage) systems

In reference to the supply, delivery, installation of both products and services that comprise these upgrades, White Conveyors, Inc, certify that these programs are solely available from White Conveyors directly and are not sold through any other outlet or on the open market.

This letter serves as confirmation of the above representation.

Kindly feel free to contact me directly should you have any questions.

Best regards,

*Fred Mullinax*

Fred Mullinax  
Director of Sales, Major Accounts  
White Conveyors, Inc.  
[fred.mullinax@white-conveyors.com](mailto:fred.mullinax@white-conveyors.com)  
Direct - 703-622-9060



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 9/4/2019**

**SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES**

#### **BACKGROUND**

There is a period of time after June 30th of fiscal year-end in which transactions of the prior fiscal year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required for payment. The following departmental invoices meet that criteria:

Sheriff's Office:

Vendor: Mecklenburg County

Invoice Date: 2/3/19

Amount: \$136.76

Vendor: Crye Precision

Invoice Date: 1/8/19

Amount: \$12,551.30

Credit Memo Date: 4/19/19

Amount (\$1,500.00)

Community Development:

Vendor: Belflex Staffing Network

Invoice Date: 6/16/19

Amount: \$740.40

Staff have verified these invoices have not been paid and the credit memo has not yet been processed. There are sufficient funds within the fiscal year 2020 departmental budgets to cover these expenditures.

## **RECOMMENDATION / PROPOSED ACTION**

Management is requesting approval to pay prior year invoices for the Sheriff's Office and Community Development totaling \$11,928.46 (net).

## **ATTACHMENTS:**

Description

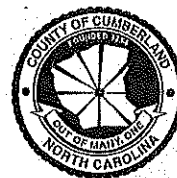
Prior year payment request memos for 9-16-19

Type

Backup Material



ENNIS W. WRIGHT, SHERIFF  
CUMBERLAND COUNTY SHERIFF'S OFFICE



*An Internationally Accredited Law Enforcement Agency*

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR  
FROM: LISA BLAUSER, SHERIFF'S OFFICE BUSINESS MANAGER  
DATE: AUGUST 30, 2019  
SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

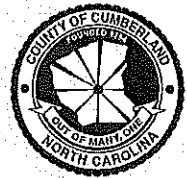
*L. Blausa*

We are requesting payment of a prior year invoice to Mecklenburg County for transport of Cumberland County resident to a facility in Kings Mountain. We did not receive this invoice until last week when contacted by the Mecklenburg County Sheriff's Office. However, we have verified the invoiced services were provided and sufficient funds exist within the FY 20 Sheriff's Office budget (1014200-533510) for payment of this invoice.

*Invoice date 2/3/19 \$136.76*



ENNIS W. WRIGHT, SHERIFF  
CUMBERLAND COUNTY SHERIFF'S OFFICE



*An Internationally Accredited Law Enforcement Agency*

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR  
FROM: LISA BLAUSER, SHERIFF'S OFFICE BUSINESS MANAGER  
DATE: AUGUST 30, 2019  
SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

*Blause*

We are requesting payment of two prior year invoices to Crye Precision for Ballistic Vests and accessories related to PO 19001037. We received partial shipment of these items in April, 2019, but had to return several items. We are still awaiting receipt of the remaining items, however the vendor has requested payment of the items that have been received. We initially thought would receive a corrected invoice once all items were received, but that was a misunderstanding. We have verified the invoiced items have been received and a request to re-appropriate the funding from PO 19001037 was approved on budget revision 200638, so sufficient funds exist within the FY 20 Sheriff's Office budget (1014200-522230) for payment of this invoice.

*Date 1/8/19 \$12,551.30  
4/19/19 (\$1,500.00)*



**CUMBERLAND**  
**★ COUNTY ★**  
NORTH CAROLINA

**COMMUNITY DEVELOPMENT**

Memorandum

**TO:** Vicki Evans, Finance Director  
**THRU:** Delores Taylor, Community Development Director *DT*  
**FROM:** Rayshonia Manuel, Business Manager *RM*  
**DATE:** 9/3/2019  
**RE:** Request to pay FY19 Invoice-Belfex Staffing Network

---

The Community Development Department is requesting to pay a fiscal year 19 invoice for Belflex Staffing Network Invoice #2000955 for \$740.40. We were notified on 8/28/2019 that this invoice had not been paid. We have also verified in our records that this invoice has not been paid. There are sufficient funds in Community Developments FY 20 budget to cover this expenditure.

Thank you,

Rayshonia Manuel





**DEPARTMENT OF PUBLIC HEALTH**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16,  
2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DUANE T HOLDER, INTERIM HEALTH DIRECTOR/ASSISTANT COUNTY  
MANAGER**

**DATE: 9/3/2019**

**SUBJECT: APPROVAL OF HEALTH DEPARTMENT DELINQUENT ACCOUNTS TO BE  
TURNED OVER TO THE NC DEBT SETOFF PROGRAM**

**BACKGROUND**

At the Board of Health meeting on August 20, 2019, the Board approved writing off a total of \$35,313.64 as bad debts. The bad debt accounts with balances of \$50.00 or higher will be processed through the North Carolina Debt Setoff Program. This program can attach to 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 Health Department's Debt Collection Policy 02-03 to write-off bad debts every quarter.

**RECOMMENDATION / PROPOSED ACTION**

Approve write-off of \$35,313.64 bad debts to the North Carolina Debt Setoff Program.

**ATTACHMENTS:**

Description

BAD DEBT #57

Type

Backup Material

**CUMBERLAND COUNTY DEPARTMENT  
OF PUBLIC HEALTH  
DELINQUENT ACCOUNTS TO BE TURNED OVER FOR COLLECTION  
BAD DEBT WRITE OFF #57  
June 30, 2019**

<b>PROGRAM</b>	<b>AMOUNT</b>
ADULT HEALTH CLINIC	\$703.48
CHILD HEALTH CLINIC	\$5,301.50
FAMILY PLANNING CLINIC	\$22,684.79
IMMUNIZATIONS	\$3,432.83
MATERNAL HEALTH CLINIC	\$3,191.04
<b>TOTAL</b>	<b>\$35,313.64</b>

**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 03/31/2019**



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16,  
2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY H. CANNON, COUNTY MANAGER**

**DATE: 9/13/2019**

**SUBJECT: APPROVAL RESOLUTION FOR LITTLE RIVER GRANT FUNDS**

**BACKGROUND**

The County Manager's Office was made aware of a potential grant opportunity that may allow the County to perform stream debris clearance and improve the water flow along the Little River which runs approximately 20 miles along the Northern border of Cumberland County.

Staff is seeking \$337,000 from the North Carolina Attorney General's Environmental Enhancement Program to perform this work. Attached is a resolution in support of a Letter of Interest (also attached) that was submitted on August 19, 2019.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends approval of the resolution.

**ATTACHMENTS:**

Description	Type
Resolution for Little River Grant Funds	Resolution

CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
RESOLUTION FOR LITTLE RIVER GRANT FUNDS

WHEREAS, the Little River constitutes part of the northern boundary of Cumberland County with Harnett County; and

WHEREAS, the Little River lies in the Cape Fear River Basin and is a significant tributary of the Cape Fear River; and

WHEREAS, Hurricane Florence had many devastating impacts upon Cumberland County and its waterways, including much of the Little River; and

WHEREAS, debris remaining from Hurricane Florence is restricting the flow along a sensitive twenty-mile stretch of the Little River, is contributing to increased erosion on the banks, and the increased erosion poses a significant risk to water quality and public health and safety; and

WHEREAS, Cumberland County staff has obtained a proposal from a qualified contractor to remove the debris along this stretch of the Little River at a cost of \$377,000.

NOW THEREFORE, the Cumberland County Board of Commissioners resolve that staff shall seek grant funds to undertake a project to clear the debris along this twenty-mile stretch of the Little River to improve the flow and water quality of this significant tributary of the Cape Fear River, and thereby promoting the public health, welfare and safety.

Adopted this 16th day of September 2019.

Cumberland County Board of  
Commissioners By:

\_\_\_\_\_  
Jeannette M. Council, Chair

Attest:

\_\_\_\_\_  
Candice H. White, Clerk to the Board





## **BUDGET DIVISION**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 9/6/2019**

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENT FOR THE SEPTEMBER 16, 2019 BOARD OF COMMISSIONERS' AGENDA**

#### **BACKGROUND**

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

##### **1) Register of Deeds Automation - Budget Ordinance Amendment B200986 to appropriate Register of Deeds restricted fund balance in the amount of \$234,000 for indexing land records**

The Board is requested to approve Budget Ordinance Amendment B200986 to appropriate Register of Deeds restricted fund balance in the amount of \$234,000 for indexing land records performed by Logan Systems. This project consists of two phases: Phase I – 1979-1983 and Phase II – 1974-1978 which will be completed in FY20.

Please note this amendment requires the appropriation of Register of Deeds restricted fund balance.

#### **REGARDING THE FOLLOWING ITEMS 2 – 4 PLEASE NOTE:**

Each fiscal year County departments may have projects that are not complete by the fiscal year end (6/30/19) or items ordered that have not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2019 budget; however, the money was not spent by June 30, 2019.

The following amendments seek to bring those funds forward from FY 2019 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 FY19 funds in FY20.

## **General Fund 101**

### **2) Information Services - Budget Ordinance Amendment B200921 to re-appropriate FY19 funds in the amount of \$51,949 for the Energov project**

The Board is requested to approve Budget Ordinance Amendment B200921 to re-appropriate FY19 funds in the amount of \$51,949 for the Energov project. EnerGov is the land management and central permitting system that will integrate Planning, Inspections and Environmental Health departments. This project is scheduled to be complete in December 2020.

## **Solid Waste Fund 625**

### **3) Solid Waste - Budget Ordinance Amendment B200576 to re-appropriate FY19 funds in the amount of \$1,595,619 for the completion of projects and capital outlay items**

The Board is requested to approve Budget Ordinance Amendment B200576 to re-appropriate FY19 funds in the amount of \$1,595,619 for completion of projects and capital outlay items that were not completed in FY19.

## **Workers Compensation Fund 800**

### **4) Workers Compensation - Budget Ordinance Amendment B201127 to re-appropriate FY19 funds in the amount of \$2,000 to complete fund liability analysis**

The Board is requested to approve Budget Ordinance Amendment B201127 to re-appropriate FY19 funds in the amount of \$2,000. This was for a consultant to analyze loss reserves for the Worker's Compensation fund.

## **RECOMMENDATION / PROPOSED ACTION**

Approve Budget Ordinance Amendments



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 9/13/2019**

**SUBJECT: CONTRACT AMENDMENTS TO TEMPORARY SERVICES CONTRACTS**

#### **BACKGROUND**

On July 1, 2019 the new contracts for temporary services went into effect as a result of the request for proposals process conducted last spring. When recommending contracts, a commissioner asked whether or not the companies apply "Ban the Box" principles. Since that time, finance staff polled the four contractors. The results showed that one contractor implements "Ban the Box" and the other three currently do not but would consider if the County requires.

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

At the September 12, 2019 Agenda Session meeting, the Board of Commissioners unanimously agreed to place the action below as a Consent Item on the September 16, 2019 Board of Commissioners' Meeting:

Amend the temporary services contracts with a request for implementation of "Ban the Box". Require contractor implementation of "Ban the Box" principles the next time a request for proposals process is conducted for contracted temporary services.



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 9/2/2019**

**SUBJECT: PERMANENT EASEMENT FOR FIBER OPTIC CABLE AT VETERANS SERVICES WITH SOUTH CAROLINA TELECOMMUNICATIONS GROUP, LLC**

#### **BACKGROUND**

Cumberland County Engineering & Infrastructure (E&I) staff discovered that South Carolina Telecommunications Group, LLC., was installing fiber-optic cable at the intersection of East Russell Street and Cool Spring Street in May 2019. The fiber-optic cable and junction box were installed beyond the back of the curb and through further inspection were located on Cumberland County property at Veterans Services. E&I staff communicated to the vendor and their engineering staff that a permanent easement would be necessary to have the fiber-optic cable and junction box remain in the installed location. South Carolina Telecommunications Group, LLC., has proposed a permanent easement and a purchasing price in the amount of \$5,000.00.

A map of the permanent easement and the easement document have been attached. E&I staff does not feel that granting the permanent easement to South Carolina Telecommunications Group, LLC., would have a negative impact on Veterans Services property nor their operations. The easement document has been reviewed and approved by the County Attorney's Office.

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

At the September 12, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action as a Consent Item on the September 16, 2019 Board of Commissioners' Meeting:

- Approve granting the proposed permanent easement to the South Carolina Telecommunications Group, LLC. for the amount of \$5,000.00.



**ATTACHMENTS:**

Description

Easement Document

Easement Map

Type

Backup Material

Backup Material

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF CUMBERLAND )

**EASEMENT**

THIS EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 from **the COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina whose mailing address is 117 Dick Street, Fayetteville, NC 28301 ("Grantor") to **SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC**, a South Carolina limited liability company whose mailing address is 1500 Hampton Street, Columbia, SC 29201, Attn: VP, Business and Legal Affairs ("Grantee"); its successors and assigns.

**WITNESSETH:**

**THAT GRANTOR**, for and in consideration of the sum of FIVE THOUSAND DOLLARS (\$5,000.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the right, privilege, and non-exclusive easement located in State of North Carolina, County of Cumberland, for the purpose of installing underground fiber optic cable across property commonly known as 301 E Russell Street, Fayetteville, Cumberland County, North Carolina ("Property"). Said easement shall be two and half (2.5) feet on either side of the centerline of the fiber for a total of five (5) feet in width, commencing at the northeasterly intersection of East Russell Street and South Cool Spring Street, and running north for approximately sixty-two (62) feet thence leaving the Property and running north for approximately sixty-eight and sixty hundredths (68.60) feet within the right-of-way of South Cool Spring Street and thence reentering the Property and running north for a distance of forty-two and ninety hundredths (42.90) feet, as depicted on the attached survey prepared by Wilson

Surveying, Inc. entitled "TPRC Broadband; 301 E. Russell Street, Fayetteville N.C." dated August 22, 2019 incorporated herein as Exhibit A. This being located on real property of Grantor identified as PIN #0437-72-4947 in the Cumberland County Assessor's Office and further described in Exhibit B entitled "Property Description" and incorporated herein by reference. Said easement is to provide access to Grantee for purposes of installation of fiber optic cable and with the right to do all things necessary, (a) to enter said easement area at all times over the adjacent land to inspect, repair, maintain, and alter said facilities; and (b) to keep said easement area clear of obstructions. Any area trenched or disturbed during construction will be returned to its previous existing condition, unless otherwise agreed to by the parties. The easement must be relocated at Grantee's expense if its existence conflicts with future development of Grantor's property.

In the event Grantee ceases to use the easement described herein for the purpose of maintaining fiber optic cable this easement shall terminate and be extinguished. Grantee or its successors or assigns shall give notice of such termination to Grantor and shall file an instrument terminating the easement with the Cumberland County Register of Deeds.

**TO HAVE AND TO HOLD** said rights, privilege, and easement unto **SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC. IN WITNESS THEREOF, GRANTOR** has caused this **EASEMENT** to be signed by its duly authorized officials and its official seal to be hereunto affixed, as of the date first written above.

{Signature Page to Follow}

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**GRANTEE:**

ATTEST:

South Carolina Telecommunications Group  
Holdings, LLC

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

Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

I, a Notary Public for said County and State do hereby certify that  
\_\_\_\_\_, as \_\_\_\_\_  
of Cumberland County, personally appeared before me this day and acknowledged that (s)he is  
\_\_\_\_\_ of Cumberland County, and that (s)he as  
\_\_\_\_\_ of Cumberland County being authorized to do so, executed the  
foregoing instrument on behalf of Cumberland County.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Notary Public



**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**GRANTOR:**

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

(Clerk) \_\_\_\_\_

CUMBERLAND COUNTY

By: \_\_\_\_\_  
Jeanette M. Council, Chairman of the Board

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

STATE OF \_\_\_\_\_)

)

COUNTY OF \_\_\_\_\_)

I, a Notary Public for said County and State do hereby certify that  
\_\_\_\_\_, as \_\_\_\_\_  
of Cumberland County, personally appeared before me this day and acknowledged that (s)he is  
\_\_\_\_\_ of Cumberland County, and that (s)he as  
\_\_\_\_\_ of Cumberland County being authorized to do so, executed the  
foregoing instrument on behalf of Cumberland County.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

## **EXHIBIT B – PROPERTY DESCRIPTION**

FIRST TRACT: BEGINNING at the intersection of the northern margin of East Russell Street and the eastern margin of Cool Spring Street and runs as the east margin of Cool Spring Street North 20 degrees 32 minutes East 106.25 feet to Lula Mae Parrish's southwest corner (see Deed Book 2183, Page 539, Cumberland County Registry); thence South 69 degrees 57 minutes East 131 feet to a stake in the western line of the Greyhound Bus line property; thence South 20 degrees 32 minutes West 106.25 feet to the northern margin of East Russell Street; thence as said street margin North 69 degrees 57 minutes West 131 feet to the beginning, as shown on survey by Rose & Purcell, Inc., dated February 1972. For history of title, see deed of County Cumberland, recorded in Book 2303, Page 195, Cumberland County Registry.

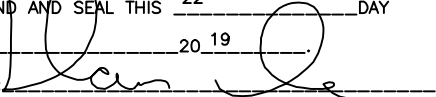
SECOND TRACT: BEGINNING at a stake in the eastern margin of cool Spring Street the northwest corner of the tract of land described in the deed dated October 16, 1972, from Cumberland County to Cape Fear Production Credit Association, recorded in Book 2350, Page 607, Cumberland County Registry, the second corner of Lot Number One, the old Aherne corner, and running thence with the eastern margin of Cool Spring Street North 20 degrees 00 minutes East 80.00 feet to a stake, formerly Sheets Corner; thence North 70 degrees 00 minutes East 131.00 feet to a stake in the old W.S. Cook line; thence South 20 degrees 00 minutes West 80.00 feet to the third corner of said Lot No. 1, the old Aherne corner, now Cape Fear Production Credit Association corner; thence South 70 degrees 00 minutes West 131.00 feet to the beginning, and being Lot No. 2 in the subdivision of the tract bought by W.S. Cook from A. A. McKethan, and being the same land conveyed from Lula Mae Parrish and husband, John L. Parrish, to Ernest H. Wood and Lacy S. Collier, by deed dated July 20, 1973, recorded in the office of the Register of Deeds for Cumberland County, North Carolina in Book 2399, Page 711.

Property Identification Number 0437-72-4947

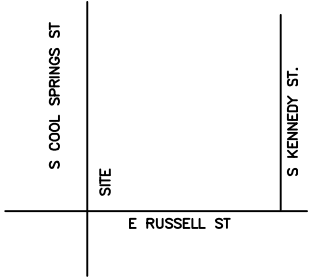
DERIVATION: Being the same property conveyed to Grantor by deed of Cape Fear Farm Credit, ACA dated June 4, 1997 and recorded on June 4, 1997 in Deed Book 4670 at Page 432 in the Cumberland County Register of Deeds Office.

I HEREBY CERTIFY THAT THIS PLAT SHOWN AND DESCRIBED HEREON, WAS DRAWN UNDER MY SUPERVISION, AND IS IN ALL RESPECTS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

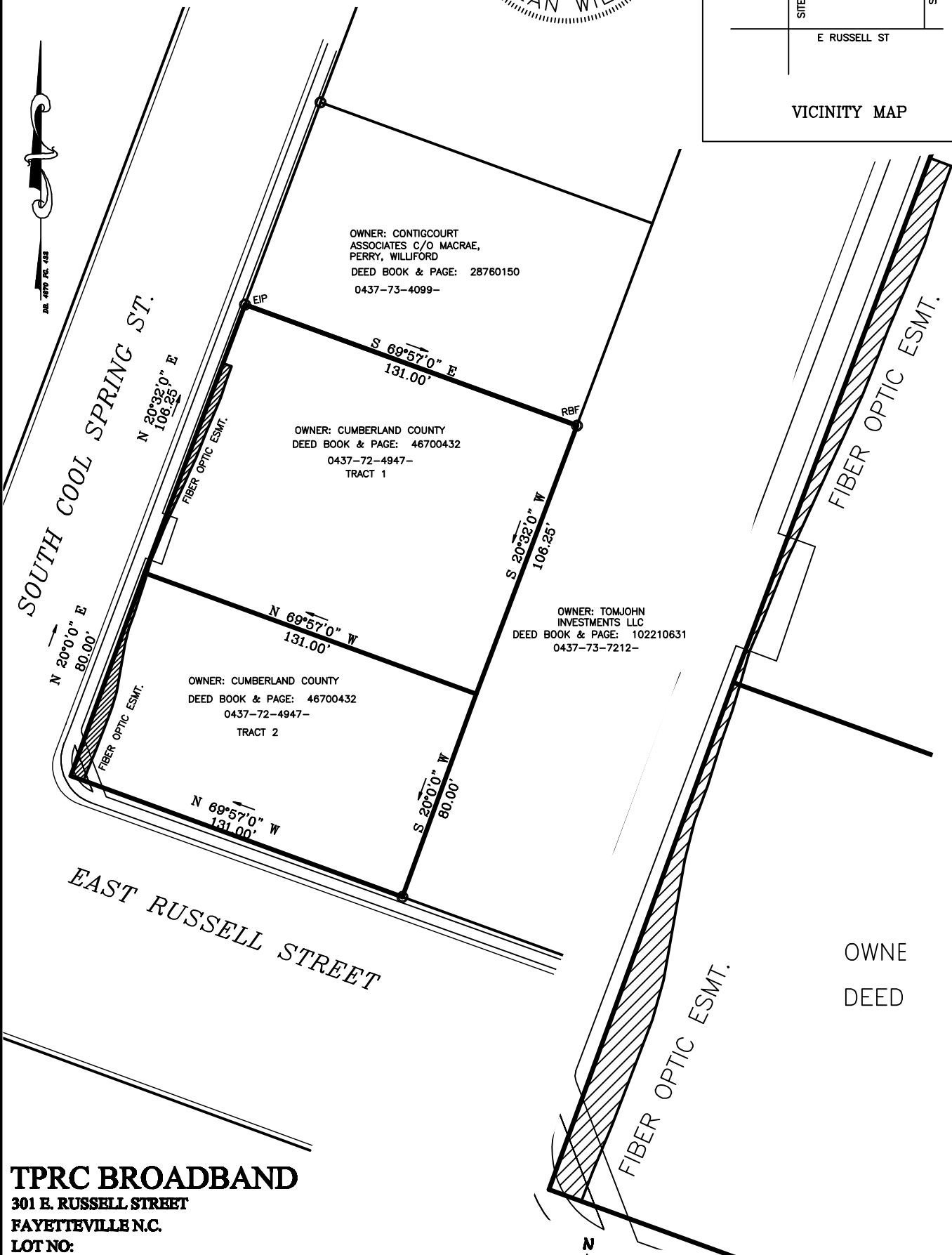
WITNESS MY HAND AND SEAL THIS 22 DAY  
OF AUG. 20 19

LAND SURVEYOR: 

REGISTRATION NUMBER: L-3987



VICINITY MAP




**TPRC BROADBAND**

**301 E. RUSSELL STREET  
FAYETTEVILLE N.C.  
LOT NO:  
PROPERTY REF:  
P.B.  
TOWNSHIP: CROSSCREEK  
COUNTY: CUMBERLAND  
DEED REF: DB. 4670 PG. 432  
PARCEL #: 0437-72-4947**

**NOTES:**  
NO CURRENT FLOOD STUDY.  
THIS MAP DOES NOT MEET G.S. 47-30 REQUIREMENTS AND IS NOT FOR RECORDING.  
MORTGAGE SURVEY ONLY.  
NOT FOR CONSTRUCTION PURPOSES.  
RATIO OF PRECISION IS 1:10,000±  
NO N.C.G.S. MARKER WITHIN 2000 FEET OF PROPERTY.

**Notes:**  
This property is subject to any facts (prior agreements, conveyances, or easements of record) that may be disclosed by a full and accurate title search.  
This survey is rendered solely for the benefit of the Owner, its lender, and title insurance company and may not be relied upon in any other manner or for any purpose by any other person.

**LEGEND:**  
EIP Existing Iron Pipe  
NIP New Iron Pipe  
R/W Right-of-way  
C/L Centerline  
CH Chord  
PB Plat Book  
DB Deed Book  
PG Page

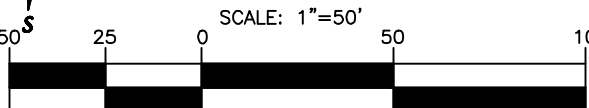


SCALE: 1"=20'  
UTILITY LOCATION

**ILSON SURVEYING, INC.**

R. ALAN WILSON - PROFESSIONAL LAND SURVEYOR, NO. 13887  
402 BLANDWOOD AVENUE, GREENSBORO, N.C. 27401  
TELEPHONE: (336) 275-8888 \* FAX: (336) 272-1617

SCALE: 1"=50'



JOB. NO.: 63170

REV.DATE: 8/29/19  
DATE: 8/22/19



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 9/3/2019**

**SUBJECT: CONTRACT FOR DETENTION CENTER ROOF PROJECT**

#### **BACKGROUND**

The Capital Improvement Plan (CIP) identified the Detention Center Roof Re-Cover project as part of the list of installment financing projects that was approved by the Local Government Commission (LGC) in September 2017. The Detention Center Roof Re-Cover project includes improvements to the original side of the Detention Center.

The project was advertised electronically on the Cumberland County Vendor Self Service site and the State Interactive Purchasing System. The project mandatory pre-bid meeting was held on August 8, 2019 and bids were received on August 22, 2019. The certified bid tab and letter of recommendation from Fleming and Associates, the project engineer, is attached. The lowest, responsible and responsive bidder is Owens Roofing, Inc, in the amount of \$1,238,351.00. The lowest bid was submitted by Triangle Roofing Services, Inc., however they requested to withdraw their bid due to a mathematical error.

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

At the September 12, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions as a Consent Item on the September 16, 2019 Board of Commissioners' Meeting:

1. Accept the bids for the roof re-cover project and award a contract to the lowest, responsible and responsive bidder, Owens Roofing, Inc., in the amount of \$1,238,351.
2. Establish a contingency in the amount of \$100,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

#### **ATTACHMENTS:**

Description	Type
Letter of Recommendation and Bid Tab	Backup Material





FLEMING & ASSOCIATES, PA  
STRUCTURAL ENGINEERING • FORENSICS • ROOFING DESIGN

Principals: Stephen Fleming, PE, RBEC ■ J. Ben Rogers, PE ■ Sarah Duncan, PE ■ John Kells, PE, SE

August 26, 2019

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

Re: Detention Center Roof Re-Cover  
Our Job No.: 18-65

Dear Mr. Brown,

Enclosed you will find a Certified Bid Tabulation Form for the Detention Center Roof Re-Cover. Subsequent to the bid opening, Triangle Roofing Services, Inc. submitted a letter requesting to withdraw their bid due to a mathematical error. The letter is also enclosed. Therefore, I recommend that Cumberland County enter into a construction contract with Owens Roofing, Inc. to include the base bid and alternate number one for a total contract sum of \$1,238,351.00.

Please call if you have questions or comments.

Sincerely,

Fleming & Associates, PA

Stephen Fleming, PE, RBEC




## Bid Tabulation Form

Detention Center Roof Re-Cover  
Cumberland County  
Bid Opening Date and Time: August 22, 2019 at 2:00pm  
Engineer's Project Number: 18-65

Contractor	Base Bid	Add Alt. #1	Add Alt. #2	Add Alt. #3	Base Bid plus Alternate #1	Unit	IMBP	MBE	Bid
		Foam closures at wall panels	50 mil FiberTite XT FB	60 mil FiberTite SM FB		Prices Form			
Lan-Way Roofing Co., Inc. License # 7298	\$1,585,490.00	\$12,300.00	\$78,100.00	\$150,110.00	\$1,597,790.00	Included	Not Included	Included	Included
<b>Owens Roofing, Inc. License # 24442</b>	<b>\$1,233,957.00</b>	<b>\$4,394.00</b>	<b>\$145,945.00</b>	<b>\$214,422.00</b>	<b>\$1,238,351.00</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>
TeamCraft Roofing, Inc. License # 38600	\$1,436,200.00	\$25,000.00	\$64,550.00	\$139,350.00	\$1,461,200.00	Included	Not Included	Included	Included
Triangle Roofing Service, Inc. License # 49606	\$896,900.00	\$3,400.00	\$155,700.00	\$245,800.00	\$900,300.00	Included	Included	Included	Included

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

  
Stephen Fleming, PE, RBEC

8/26/19  
Date

**Boldface** type indicates the apparent lowest responsive bidder.



August 23, 2019

Steve Fleming  
Fleming & Associates, PA  
1004 Hay Street  
Fayetteville, NC 28305

***Ref.: Cumberland County Detention Center Roof Re-Cover***

Dear Mr. Fleming:

I would like to confirm with you that after review of our bid submitted on this project that a mathematical mistake has been made. The mistake involves an error on how roofing labor was carried over into our estimating program.

This error resulted in our bid not having enough labor estimated into the project to complete the required scope of work.

In view of the error involved we hereby respectfully request permission to immediately withdraw our bid from consideration.

Sincerely,  
**Triangle Roofing Services, Inc.**

A handwritten signature in blue ink, appearing to read 'CH', is written over the company name.

Chris Hughes  
President



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT**

**DATE: 9/11/2019**

**SUBJECT: PROFESSIONAL PROJECT MANAGEMENT SERVICES AGREEMENT  
WITH THE WOOTEN COMPANY**

#### **BACKGROUND**

Cumberland County Community Development requested proposals seeking firms to provide architectural and engineering services for the new construction of a permanent supportive housing project. This project will be funded using the Community Development Block Grant – Disaster Recovery (CDBG-DR) funds and will serve homeless families with priority given to those that were impacted by Hurricane Matthew. The project will be located on Candleberry Court, Fayetteville (off Old Wilmington Road) adjacent to the apartments that are currently being used as the Robin's Meadow Transitional Housing Program.

The Request for Proposal (RFP) was posted from November 15, 2018 to December 21, 2018 and again from February 27, 2019 to March 15, 2019. The RFP was also distributed to 12 architectural and engineering firms. Only one response was received for each advertisement of the RFP which came from The Wooten Company. The selection committee reviewed the proposal from The Wooten Company and after renegotiations, Community Development desires to enter into a contract with The Wooten Company with the amount not to exceed \$111,700. Funds for the CDBG-DR services are currently available.

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

At the September 12, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the September 16, 2019 Board of Commissioners' Meeting.

1. Approval of the professional service agreement with The Wooten Company for the amount not to exceed \$111,700.

#### **ATTACHMENTS:**

**Description**

Professional Services Agreement Between Cumberland County and The Wooten Company

**Type**

Backup Material



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
COUNTY OF CUMBERLAND  
AND  
THE WOOTEN COMPANY**

**THIS AGREEMENT**, entered into this \_\_\_\_ day \_\_\_\_\_ of, 2019 by and between the COUNTY OF CUMBERLAND (hereinafter referred to as COUNTY), a body politic and corporate of the State of North Carolina, and THE WOOTEN COMPANY a consulting engineering firm located at 120 N. Boylan Avenue, Raleigh, NC, hereinafter referred to as WOOTEN providing professional engineering, architecture and surveying services.

**WHEREAS**, Under the Disaster Relief Appropriation Act of 2016 (Pub. Law 114-113), Department of Housing and Urban Development (HUD) appropriated Community Development Block Grant Disaster Recovery funding to the State of North Carolina - Division of Emergency of Management all Community Development Block Grant – Disaster Recovery (CDBG-DR) program funds; and

**WHEREAS**, the COUNTY has applied for and received the Community Development Block Grant Recovery Disaster Program (CDBG-DR) funding under the Continuing Appropriations Act of 2017 and Emergency Assistance Act and Public Law 114-254 from the United States Government; and; Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq);

**WHEREAS**, the COUNTY desires to engage WOOTEN to provide architecture and engineering services to support the implementation of the COUNTY's CDBG-DR program and WOOTEN desires to provide such services to the COUNTY.

**NOW THEREFORE**, the parties agree that WOOTEN will assist the COUNTY to manage the Disaster Projects in Cumberland County and WOOTEN shall provide the architecture and engineering services in accordance with the terms and conditions of this Agreement and as described in this Agreement.

**Scope of Services – Standards of Performance**

WOOTEN understands and agrees that its services will be performed contingent upon the COUNTY's continued receipt of the State funding. If funds become unavailable, the COUNTY has the right to terminate this Agreement by giving 10 day written notice.

WOOTEN shall provide services to include estimating, compiling budgets, architectural and civil design, final design and engineering for each project selected by County to be funded by CDBG-DR funds. The services to be provided by Wooten are detailed in Exhibit I attached hereto and incorporated herein. The parties agree that the scope of services for any project may be changed by an addendum to this Agreement and specific projects may be added or dropped.

**County's Responsibilities**

The COUNTY will furnish WOOTEN with copies of data and information in the COUNTY's possession needed regarding the disaster recovery program service delivery. The COUNTY will provide this information and render decisions expeditiously for the orderly progress of WOOTEN services.

The COUNTY will provide financing for the projects and make all payments in accordance with the terms of this Agreement after review of supporting documentation submitted by WOOTEN.

The COUNTY will make final decisions on all projects based on information provided by WOOTEN.

### **Payment of Services**

The COUNTY will pay WOOTEN for deliverable services on a monthly basis following receipt of WOOTEN invoices showing detail reimbursable expenses. WOOTEN will base its invoices upon the extent of work it has completed on an hourly basis within each activity/project of services in accordance with this Agreement, less any disputed amounts, pending resolution thereof.

WOOTEN will not include Federal or State taxes on its invoices or statement of costs for grant fund reimbursement. DR funds County shall pay Wooten for services rendered through this Agreement shall not exceed **\$111,700**, as outlined in Wooten's proposal attached hereto as Attachment A and incorporated herein.

### **Progress Reports**

WOOTEN will submit regular monthly Progress Reports to the COUNTY in the form and content as required by the COUNTY. If WOOTEN is more than 30 days delinquent in submitting its progress reports, the COUNTY will discontinue processing all requests for payment until such time as the delinquent reports are received.

### **Term of Agreement**

This Agreement shall begin on \_\_\_\_\_ of \_\_\_\_\_, 2019, and shall continue through \_\_\_\_\_, 2019. The COUNTY and WOOTEN may mutually agree to extend the term of this Agreement by executing a written amendment.

### **Performance Monitoring**

The COUNTY will monitor the performance of WOOTEN in accordance with the goals and performance standards required in the provision of the County's Agreement with the State. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the WOOTEN within fifteen (15) days after being notified by the COUNTY, this Agreement shall be suspended until the parties agree upon the corrective action to be implemented by Wooten.

### **Independent Contractor**

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. WOOTEN will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. As an independent contractor, WOOTEN will comply with all legal requirements for payment of unemployment compensation, FICA, workers compensation insurance, and retirement, life and/or

medical insurance as applicable for WOOTEN employees, and the COUNTY will have, and assumes, no responsibility or liability therefore.

### **Hold Harmless**

WOOTEN will hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of WOOTEN performance or nonperformance of the services or subject matter called for in this Agreement.

### **Workers' Compensation**

WOOTEN will provide and maintain Workers' Compensation Insurance for all of its employees involved in the performance of this Agreement. WOOTEN shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance. The Employer's Liability shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

### **Insurance & Bonding**

WOOTEN will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County. As applicable, WOOTEN will comply with the bonding and insurance requirements of 2 CFR 200.310 and 200.325. WOOTEN shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the contractor's profession. Coverage as required in this paragraph shall apply to the liability for a professional error, act, or omission arising out of the scope of the contractor's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

WOOTEN shall maintain Business Auto Liability and, Commercial Umbrella Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the operation of an auto, including owned, hired, and non-owned autos.

### **Debarred / Suspended**

WOOTEN must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424.

### **County Recognition**

WOOTEN will insure recognition of the role of the COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, WOOTEN will include a reference to the support provided herein in all publications made possible with funds under this Agreement.

## **Amendments**

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the COUNTY's governing body. Such agreements will not invalidate this Agreement, nor relieve or release the COUNTY or WOOTEN from its obligations under this Agreement.

## **Suspension or Termination**

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination.

In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by WOOTEN under this Agreement will, at the option of the COUNTY, become the property of the COUNTY, and WOOTEN will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The County may also suspend or terminate this Agreement, in whole or in part, if WOOTEN materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the COUNTY may declare WOOTEN ineligible for any further participation in the COUNTY's contracts, in addition to other remedies as provided by law.

## **Documentation and Record-Keeping**

WOOTEN will maintain all records required by the Federal regulations specified in 24 CFR\_570.506 that are pertinent to the activities to be funded under this Agreement. Such records will include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the Disaster Recovery Program;
- c. Records required determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with Disaster Recovery assistance;
- e. Records documenting compliance with the Fair Housing and Equal Opportunity components of the Disaster Recovery Program;
- f. Financial records as required by 24 CFR 570.502; and,
- g. Other records necessary to document compliance with disaster recovery programs

## **Retention and Transmission**

WOOTEN will retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract will be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claim(s), audit(s), negotiation(s) or other actions that involve any of the records cited and that have started before the expiration of the three (3) years, then such records must be retained until completion of the actions and resolution of all issues. After all obligations under this Agreement have been met during the period of performance of this Agreement and following the completion of all closeout procedures, WOOTEN will transmit all original files to the COUNTY for access purposes.

## **Client Data**

If applicable, WOOTEN will maintain client data demonstrating client eligibility for services provided. Such data will include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information will be made available to COUNTY's monitors or its designees for review upon request.

## **Disclosure**

Client information collected under this Agreement is confidential and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or WOOTEN's responsibilities with respect to services provided under this Agreement, is prohibited by Federal law unless written consent is obtained from such persons receiving service and, in the case of a minor, from a responsible parent/guardian.

## **Property Records**

WOOTEN will maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained will continue to meet eligibility criteria and will conform to the "changes in use" restrictions specified in 24 CFR 570.505(b), as applicable.

## **Close-Outs**

WOOTEN's obligation to the COUNTY will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment), and determining the custodianship of records.

## **Audits and Inspections**

WOOTEN agrees to have an annual agency audit conducted in accordance with 2 CFR 200. If WOOTEN does not meet the threshold requirements for an annual audit in accordance with 2 CFR 200 standards, WOOTEN will have an annual audit conducted by an independent certified public



accountant in accordance with generally accepted government auditing standards (GAGAS). All WOOTEN records with respect to any matters covered by this Agreement will be made available to the COUNTY, STATE agency, its designees or the Federal Government, at any time during normal business hours, as often as the COUNTY or STATE agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. The COUNTY will send written notice of any deficiencies to WOOTEN within fifteen (15) days following audit/monitoring. Any deficiencies noted in monitoring reports must be fully cleared by WOOTEN within thirty (30) days after receipt by WOOTEN. Failure of WOOTEN to comply with the above monitoring requirements will constitute a violation of this Agreement.

## **Procurement**

WOOTEN will comply with the procurement standard 2 CFR 200.318 – 200.326 when procuring property and services under this Agreement.

WOOTEN will comply with COUNTY's purchasing policies concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets will revert to the COUNTY upon termination of this Agreement. WOOTEN shall include these obligations under this Agreement in its sub-contractors' agreements.

## **Civil Rights**

### **1. Compliance**

WOOTEN agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive orders 11375 and 12086.

### **2. Nondiscrimination**

WOOTEN will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. WOOTEN will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. WOOTEN agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

### **3. Section 504**

WOOTEN agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the disabled in any Federally assisted program. The COUNTY will provide WOOTEN with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### **4. EEO Statement**

WOOTEN will, in all solicitation or advertisements for employees placed by or on behalf of WOOTEN state that it is an Equal Opportunity Employer.

### **5. Subcontract Provision**

WOOTEN will include the following provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding each of its own subcontractors or vendors.

#### **Employment Restrictions** **Prohibited Activity**

WOOTEN is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

#### **Assignability**

WOOTEN will not assign or transfer any interest in this contract without the prior written consent of the COUNTY; provided that claims for money due or to become due to WOOTEN from the COUNTY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the COUNTY.

#### **Subcontracts**

##### **a. Approvals**

WOOTEN will not enter into any subcontracts with any agency or individual for the performance of this contract without the written consent of the COUNTY prior to the approval of such Agreement.

##### **b. Monitoring**

WOOTEN will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts will be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

**c. Content**

WOOTEN will cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed for the performance of this Agreement.

**d. Selection Process**

WOOTEN will undertake to insure that all subcontracts in the performance of this Agreement will be awarded on a fair and open competition basis. Copies of all bids and recommended subcontracts will be forwarded to the Grantee and Sub-Grantee along with documentation concerning the selection process for execution.

**Hatch Act**

WOOTEN agrees that no funds provided, nor personnel employed under this contract, will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

**Conflict of Interest**

WOOTEN agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and will not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. WOOTEN further covenants that in the performance of this Agreement no person having such a financial interest will be employed or retained by WOOTEN hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY, or of any designated public agencies or subrecipients which are receiving funds under the Disaster Program. Certain limited exceptions to the conflict of interest rules listed in 24 CFR 570.489 may be granted by HUD upon written request and the provision specified in 24 CFR 570.489(h)(4).

**Lobbying Certification**

WOOTEN hereby certifies that:

**a.** 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 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 agreements;

**b.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member

of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts, under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

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

### **Religious Organization**

WOOTEN agrees that funds provided under this contract will not be used for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

### **Environmental Conditions**

WOOTEN agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C. 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, § 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Environmental Standards 24 CFR 570.604.
- Flood Disaster Protection
- In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the COUNTY shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained.
- Environmental Review Clearance
- Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Cumberland County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

### **Severability**

If any provision of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

### **Merger Clause**

This Agreement, including the Exhibits I and II (Supplemental General Conditions) and attachments made herein, is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties will be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

### **Non-Appropriation Clause**

If appropriations of money to conduct and administer the presently scheduled program are lawfully reduced or terminated, or it is deemed in the public interest and necessity for the health, safety, or welfare of the public to so reduce or terminate this scheduled program, COUNTY, at its option, has the right to terminate this Agreement effective upon the end of any fiscal year. The COUNTY will give WOOTEN written notice of termination under the provisions of this paragraph immediately upon receipt of actual notice by the COUNTY of a reduction or termination of appropriations of money for the scheduled program, or any other necessity to reduce or terminate the program. Following the effective date of such termination the COUNTY will have no further obligation to make any payments; the COUNTY will have no right to recover any payments heretofore paid which were due and payable prior to the effective date of such termination.

### **Iran Divestment Act Certification**

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

### **E-Verify**

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.



## **EXHIBIT I**

### *ACTIVITIES/PROJECTS*

- CDBG-DR Permanent Supportive Housing Project – *1 New Construction Development*

**Project Location – 515 Candleberry Court, Fayetteville, NC 28301**

#### **Project Design**

The units to be constructed will consist of three bedrooms, 1-1/2-bathroom units. Each unit should be designed to include private patios or decks. Each unit should feature open living, dining and kitchen areas for efficiency and to promote family interaction. All units should include washer/dryer connects and central heating and air conditioning system. A portion of the units will need to be designed to meet requirements established under the Fair Housing Act, Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, and State or local laws. The dwellings will be designed to meet the following:

1. Accessible building entrance on an accessible route;
2. Accessible and usable public and common use areas;
3. Usable doors;
4. Accessible route into and through the covered dwelling units;
5. Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
6. Reinforced walls for grab bars; and
7. Usable kitchens and bathrooms.

An onsite community/support services building with a unit for a resident manager should also be included in the plan. This building will include a community room, kitchenette, 2 offices, and a 1 bedroom, 1 bath apartment unit for an onsite resident manager.

1. Scaled Site Plan showing, at a minimum, proposed building footprint, driveways, and parking areas.
2. Elevation of front of building.
3. Elevation of side of building
4. Floor layouts for each type floor or building, as applicable, using a minimum scale of 1/16" = 1'; identifying the location of units, common use areas and other spaces.

#### **Scope of Work**

Preliminary plans as follows:

All required plans should be on 24"x36" paper and drawings should be to scale, using the minimum scale or 1/16" = 1'.

#### **Project Site Control**

The Project site (parcel number 0437-80-2160 consists of a portion of undeveloped (approximately 1.11 acres) of land where the other portion of developed (approximately 1.55 acres) of land consists of two existing apartment buildings. The land and properties are located within the City of Fayetteville and owned by Cumberland County. The Project site is surrounded by other multi-family housing (Sycamore Park and Oak Run apartments) that is owned by the Fayetteville Metropolitan Housing Authority.

**Site Conditions**

The Project site is zoned as MR5. The proposed Project site is not located within a Special Flood Hazard Area (SFHA). According the Flood Insurance Rate Map (FIRM) 3700243700J (effective 1/5/2007), the proposed Project is within Zone X (.2 percent annual chance flood hazard).

The proposed Project site will be connected to public water and sewer line that currently serves the two buildings adjacent to the site.

## EXHIBIT II

### FEDERALLY REQUIRED PROVISIONS SUPPLEMENTAL GENERAL CONDITIONS

**CONFLICT OF INTEREST:** Interest of Members, Officers, or Employees of the Recipient, Members of Local Government Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the government body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, are direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

Conflict of Interest Provisions, including but not limited to those found at NC Gen. Stat. 14-234, 04 NCAC 19L. 0414, 24 CFR 200.112, and 24 CFR 270.611. Certain limited exceptions to the conflict of interest rules listed in 24 CFR 570.489 may be granted in writing by Department of Housing and Urban Development (HUD) and/or Commerce and NCEM upon written request and the provision of information specified in 24 CFR 570.489(h)(ii)(4).

**LEGAL REMEDIES PROVISION:**

Contracts other than small purchases shall contain provisions or conditions which allow for administrative, contractual, or legal remedies in instances where borrowers violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

Examples of legal remedies could be liquidated damages, consequential damages, arbitration and others not listed.

**TERMINATION PROVISION:**

All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the borrower/sub recipient/contractor.

**NONDISCRIMINATION CLAUSE – SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:**

No person in the United States shall on the grounds of race, color, national origin 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 funds available under this title.

**AGE DISCRIMINATION ACT OF 1975, AS AMENDED NONDISCRIMINATION ON THE BASIS OF AGE:**

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

**SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED NONDISCRIMINATION ON THE BASIS OF HANDICAP:**

No qualified handicapped person shall, on the basis of handicap be excluded from participation in; be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

**EXECUTIVE ORDER 11246 CLAUSE:** During the performance of this contract, the sub recipient agrees as follows:

- 1) The sub recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The borrower will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the borrower, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) The sub recipient will send to each labor union or representative of workers with which he 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 workers' representative of the borrower's commitments under Section 202 of The provisions of Executive Order 11246 of Sept. 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The sub recipient will comply with all provision of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The sub recipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6) In the event of the sub recipient's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contract may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The sub recipient will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The borrower will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the even the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the borrower may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 3 CLAUSE: “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities:**

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with the requirements.
- c. The sub recipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contract will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The borrower will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its borrowers and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as specified by 24 CFR 135.

**AFFIRMATIVE ACTION – MBE/WBE PROVISION:**

Sub recipients and their contractors must fully comply with the requirements, terms and conditions of the Federal and State policy to award a fair share of the sub contract to minority and women’s businesses. The contractor commits itself to taking affirmative action prior to submission of bids or proposals. The Sub recipient and its contractors will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.

**COPELAND “ANTI-KICKBACK” ACT PROVISION:**

As stated in Attachment O – Circular No. A-102. 14.d.: All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 US 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or borrower shall be prohibited from inducing, by any means any person employed in the construction, completion, or repair of public

work, to give up any part of the compensation to which is otherwise entitled. The Grantee shall report all suspected or reported violations to the grantor agency. This material is presented in the Labor Standard Handbook 6500.3, Exhibit 14. These provisions should be contained in each bid document and referenced in each contract.

**Davis-Bacon Act-** (40 U.S.C.A. 276a) Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG-DR funds.

#### **DAVIS-BACON ACT PROVISION:**

The sub recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and as further outlined in form HUD-4010; the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c); and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Borrower shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers and ensure that all workers associated with the contract are paid the prevailing wage in accordance with the Department of Labor Wage Determination Number **NC20190010 dated 1/4/2019 (or most recent)**. If wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the borrower of its obligation, if any, to required payment of the higher wage. The borrower shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph."

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT PROVISION:** As stated in 24 CFR 85.36:

Where applicable, all contracts awarded by grantees and borrowers in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment o mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplanted by Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1 – 1 / 2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

This material is presented in the Labor Standards Handbook 6500.3, Exhibit 14. These provisions should be contained in each bid document and referenced in each contract.

FIX FORMATTING



**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

The sub recipient, if the contract is in excess of \$2,000, and any of his subcontractors, shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations contained in 29 CFR Parts 3, 5, and 5a.

Under Section 103 of the Act, the borrower and any of subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week. Section 5 of the Federal Labor Standards Provision, HUD Form 4010 and 4010.1 attached and incorporated herein, sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no labor or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market.

**Contract Work Hours and Safety Standards Act-** (40 U.S.C.A 327 through 333) Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG-DR funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer of mechanic employed in violation of the act.

**Labor Standards**, including but not limited to the rules set forth in 04 NCAC 19L.1006, 24 CR 570.603 and the following (as may be applicable to CDBG-DR projects):

**Fair Labor Standards Act-** (29 U.S.C. 201 et seq.) requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed workweek.

Federal anti-kickback laws- (18 U.S.C. 874 and 40 U.S.C. 276) which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

**ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE:**

In general, all official project records and document must be maintained during the operation of this project and for a period of four years following close-out in compliance with 24 CFR 570.502(a)(16).

The North Carolina Department of Commerce – Division of Community Assistance, the North Carolina Department of Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

**CLEAN WATER, CLEAN AIR, E.O. 11738 AND EPA REGULATIONS PROVISIONS:**

**Compliance with Air and Water Acts.** This agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The borrower/sub recipient and any of its subcontractors for work funded under this Agreement which is in excess of \$100,000 agree to the following requirements:

1. A stipulation by the borrower or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the borrower to comply with the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, including that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the borrower that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring that the borrower will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

#### **LEAD-BASED PAINT CLAUSE:**

The sub recipient is hereby specifically made aware of the HUD Lead Based Paint regulations at 24 CFR 570.608 and 24 CFR Part 35, which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this contract involves residential structures, the borrower will comply with the lead-based paint regulations.

#### **LOBBY CLAUSES: Required by Section 1352, Title 31, U.S. Code**

No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence 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 agreements;

If any funds other than Federal appropriated funds have been paid or shall 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

This certification is a material representative of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.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.

**PROGRAM INCOME:**

The use of program income by sub recipient shall comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, sub recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. The County may require remittance of unused program income at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be identified, and shall be remitted promptly to the Grantee.

**REVERSION OF ASSETS:** Sub recipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in accordance with 24 CFR Parts 570.503(b) (7).

**RECORDS AND REPORTS:** Sub recipient shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County.

**Title VI OF THE CIVIL RIGHTS ACT 1964 (24 CFR PART 1)**

General Compliance:

The Sub recipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended [if the Grantee is subject to 24 CFR part 570, sub part K, insert: "and 24 CFR 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 CFR 1.4 apply to the use of these funds. The Sub recipient 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 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

**Architectural Barriers**

Per 04NCAC 19L.1007, 24 CFR 570.487 and 57.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-DR Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects) – Architectural Barriers Act of 1968 (P.L. 90 480) this act requires recipient to ensure that certain buildings constructed or altered with CDBG-DR funds are readily accessible to the physically handicapped.

Minimum Guidelines and Requirements for Accessible Design 36 CFR Part 1190

Americans with Disabilities Act (ADA) and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

North Carolina Building Code, Vol. I, Chapter II-X. These provisions describe minimum standards recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

**Environmental Review**

CDBG-DR funds are required to comply with the requirement of the National Environmental Policy Act of 1969 (NEPA) found at 24 CFR Part 38 and complete an Environmental Review Record (ERR). Commerce and NCEM may also require additional environmental review for project that receive these funds. Environmental Review procedures for the CDBG Program and the CDBG regulations contained in 24 CFR 58 and as further outlined.

**Flood Plain – Flood Hazard & Flood Insurance**

The project shall follow flood coverage requirements 24 CFR 570.202(b)(7)(iii), 24 CFR 570.509(c)(4)(iv), 24 CFR 570.605 and 42 U.S.C 4106, Section 202. In addition, if the project occurs in the following floodplain zones:

If the project occurs in a 100-year floodplain (A zone), a 8-step process is required as provided for in 40 CFR 55.20 or as reduced to the 5-step process pursuant to 40 CFR 55.12(a), unless an exception is applicable pursuant to 40 CFR 55.12(b).

If the project occur in a 500-year floodplain (B zone or shaded X zone), the 8-step process is required for critical actions as provided for in 40 CFR 55.20 or a reduced to the 5-step process pursuant to 40 CFR 55.12(a), unless an exception is applicable pursuant to 40 CFR 55.12(b).

The Sub recipient 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.

### **Green Building**

The project shall follow 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 Air Plus (ENERGY STAR a prerequisite), or (vi) any other equivalent comprehensive green building program acceptable to HUD.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, by their respective duly authorized representatives.

**COUNTY OF CUMBERLAND**

**ATTEST:**

BY: \_\_\_\_\_  
CLERK TO THE BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
DR. JEANNETTE M. COUNCIL, CHAIR,  
DATE \_\_\_\_\_

[COUNTY SEAL]

**THE WOOTEN COMPANY**

**ATTEST:**

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

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

BOB EGAN, PE                      DATE

**PRE-AUDIT CERTIFICATE:**

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

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

Finance Director                      Date

**APPROVED FOR LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
County Attorney Date

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public in and for the County and State, do hereby certify that \_\_\_\_\_, who being duly sworn, personally appeared before me this day and acknowledged that she is the Clerk of the Cumberland County Board of Commissioners; that \_\_\_\_\_ is the duly appointed \_\_\_\_\_; that the seal affixed to the foregoing Agreement is the Official Seal of the Board; that said \_\_\_\_\_ is duly authorized to enter into this Agreement on behalf of said Board and that she signed and sealed this Agreement; and this Agreement is attested by said Clerk on behalf of said Board; all by its authority duly granted; and that said \_\_\_\_\_ acknowledged the said Agreement to be the act and deed of the \_\_\_\_\_.

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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



STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public in and for the State of NORTH CAROLINA, certify that \_\_\_\_\_, personally came before me this day and acknowledged that he/she is Clerk of \_\_\_\_\_, of North Carolina and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its \_\_\_\_\_, \_\_\_\_\_, sealed with its \_\_\_\_\_ seal and attested by him/her as its Secretary.

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

NOTARY PUBLIC

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



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 9/12/2019**

**SUBJECT: REQUEST TO SET MEETING DATES FOR ANNUAL UPDATES TO THE CAPITAL PLANNING MODEL**

#### **BACKGROUND**

In March 2018 the Board of Commissioners began the process of incorporating capital project priorities into the capital planning model. In November the model was updated and implemented into the FY20 budget. As discussed in the initial meetings, updating Board priorities within the capital planning model is an annual occurrence.

The request for today is to set the meeting dates to update the capital planning model. The County's financial advisors, DEC Associates, Inc., will facilitate the process.

Management recommends the Board of Commissioners meet on October 17 to review the previously determined FY20 capital planning model priorities. At that time, staff will seek guidance regarding modifications to the previously determined FY20 priorities as well as any additional projects the Board wants to accomplish through the model.

Initially management recommended a review of the October 17 project modifications and model updates on November 21. However, it is the recommendation of management to push the November date back to a date in January 2020.

This change will allow the Board to review the impact of the modified capital planning model priorities with the most current and comprehensive relevant fiscal data. In January it is management's goal to have final annual audit numbers, a comprehensive capital improvement plan, as well as information from the school system on capital needs for inclusion in the model.

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

At the September 12, 2019 Agenda Session meeting, the Board of Commissioners unanimously agreed to place the action below as a Consent Item on the September 16, 2019 Board of Commissioners' Meeting:

Approve setting the meeting dates for the time and purpose stated below:

Thursday October 17, 2019 @ 1:00 p.m. to review the previously determined FY20 priorities and seek Board input on modifications to those priorities.

January 2020 (date to be determined) review the impact of modified priorities as well as FY19 audited fund balance results, capital improvement plan, and school capital requests on the model.



## **DEPARTMENT OF SOCIAL SERVICES**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: BRENDA REID JACKSON**

**DATE: 9/13/2019**

**SUBJECT: ALLIED UNIVERSAL SECURITY CONTRACT FOR DEPARTMENT OF SOCIAL SERVICES**

#### **BACKGROUND**

The purpose of this contract is to enhance security at the Department of Social Service building on Ramsey Street. Due to the increased number of incidents of domestic violence and workplace violence, as well as the increased customer volume resulting from the start of the Energy program at the Department of Social Services building effective July 1, 2019, there is a need for a stronger security presence. In the past, the Department of Social Services has maintained one Sheriff Deputy, two unarmed security guards and one armed security guard. This contract will replace the existing contract for two unarmed security guards with two armed security guards. These three armed security guards along with the Sheriff Deputy will enhance the security presence to improve customer and employee safety. Funds for this contract were approved in the FY 2019-2020 annual budget.

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

At the September 12, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the September 16, 2019 Board of Commissioners' Meeting:

1. Approval of Contract for Universal Protection Service, LP d/b/a Allied Universal Security Services in the amount of \$235,000.

#### **ATTACHMENTS:**

Description

ALLIED UNIVERSAL SECURITY CONTRACT FOR DEPARTMENT OF SOCIAL SERVICES

Type

Backup Material



## SECURITY PROFESSIONAL SERVICE AGREEMENT

Contract #  
2020143


FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain states


FULL LEGAL NAME OF CLIENT ("Client"): Main Campus Cumberland County Department of Social Services ("CCDSS Main")

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, **General Terms and Conditions** and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: CCDSS Main

UNIVERSAL PROTECTION SERVICE, LP d/b/a  
Allied Universal Security Services

By:   
Name: Brenda Reid Jackson  
Title: Director  
Address for Notices:  
ATTN: Finance P.O. Box 878, Fayetteville, NC, 28302

By:   
Name: Scott Siano  
Title: Regional Vice President  
Address for Notices:  
Eight Tower Bridge, 161 Washington Street, Suite 600,  
Conshohocken, PA 19428

Fax 910-677-2886:

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Effective Date: September 1, 2019

## GENERAL TERMS AND CONDITIONS

**The total contract amount shall not exceed \$235,000.00**

The term of this Agreement shall be for a period beginning on **September 1, 2019** and ending on **June 30, 2020** with the option to renew for two additional one-year terms upon agreement of both parties. This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client via Allied Universal's current submission method within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) four percent (4%). Allied Universal will invoice Client on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

**A. Scope of Services**

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not provided any consultation

services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.

2. Client may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise



constitute non-performance by Allied Universal of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).

3. The purpose of any inspection at Client's location(s) by Allied Universal is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.

#### **B. Independent Contractor / Personnel**

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, including but not limited to including requiring Allied Universal personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Client will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with Client requested additional training at the costs set forth in Exhibit B.
3. Allied Universal shall provide uniforms for all assigned personnel. Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Client will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.
4. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.
5. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity, civil rights and other employment laws/regulations. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.
6. Client acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location for a period of one hundred and eighty (180) days following the last date of that person's employment with

Allied Universal. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

#### **C. Billing**

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.
2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Client agrees to pay, or on the wages Allied Universal pays its employees.
3. In the event that Allied Universal experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.
4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.
5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the applicable provincial, federal or local statutes and/or regulations.
6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied



Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

#### **D. Physical and Intellectual Property**

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Client further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client and Client's personnel will have no proprietary interest in the Work Product. Client acknowledges that it will not share such Work Product with any third party and any Work Product in Client's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

#### **E. Insurance and Indemnification**

1. Allied Universal shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Client's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00). Such insurance will be primary for

any loss or damage occurring to Client vehicles operated by Allied Universal employees in performance of the Services, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Allied Universal to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client; and/or, (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Allied Universal's obligations under this paragraph shall not extend to first party losses sustained by Client, or other benefits or insurance provided by client to its employees, including but not limited to medical, disability, and workers compensation benefits

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal, such amounts to be inclusive of any defense costs.

7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to directions and requests in Section B.1 and Section B.5); b) occur during Legally Mandated Coverage Break(s); and/or, c) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied



Universal, or the failure of Allied Universal to perform the Services.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Allied Universal unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

#### **F. Compliance with Laws**

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY) Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

#### **G. Miscellaneous**

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state or province wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Client's termination of this Agreement.

9. Either party may assign this Agreement to an affiliate meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal.



Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this

Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Client are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party.

14. Client acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods or other breaks as required by applicable law, during which time security professionals must be relieved of all duties, including without limitation to, the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during

such time that security professionals are on Legally Mandated Break Periods and Client has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s)").

15. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G



## ATTACHMENT A

### General Terms and Conditions

#### Relationships of the Parties

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

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

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

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

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

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

#### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County and any of their officers,

agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

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

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

(b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

(c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

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

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

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.



- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of

damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

### Intellectual Property Rights

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

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

#### Compliance with Applicable Laws

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

**Title VI, Civil Rights Compliance:** In accordance with Federal law and U.S. Department of Agriculture (USDA)



and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

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

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

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

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

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

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

#### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that

in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

#### **Oversight**

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

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

#### **Warranties and Certifications**

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

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact



business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

### **E-Verify**

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

### **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION

Cumberland County Department of Social Services/Human Services

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

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



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

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

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

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

### Certification Regarding Nondiscrimination

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)



### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

Approved by:



Allied Universal

Name of Organization

Signature of Organization Official

Date

## NOTARIZED CONFLICT OF INTEREST POLICY

State of North CarolinaCounty of Wake

I, T. Talando Strong, Notary Public for said County and State, certify that  
Scott J. Siano personally appeared before me this day and acknowledged that he/she is  
Regional Vice President of Allied Universal and by that authority duly given and as the act of the  
 Organization, affirmed that the foregoing Conflict of Interest Policy was read by and adopted /declined (please circle one)  
 by Allied Universal.

Sworn to and subscribed before me this 20th day of August, 2019My Commission expires 23, 2024

T. Talando Strong  
 Notary Public

**If the provided Conflict of Interest Policy is declined, please provide a copy of the official Conflict of Interest Policy adopted by Allied Universal.**



## ATTACHMENT E - OVERDUE TAXES

Allied Universal

September 1, 2019

To: Cumberland County Department of Social Services

**Certification:**

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

**Sworn Statement:**

Tahmar Simon being duly sworn, says that I am the Regional Vice President respectively, of Allied Universal of Raleigh (city) in the State of NC; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

[Signature]  
Signature of Organization Official

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

[Signature]  
(Notary Signature and Seal)  


My Commission Expires: 7/23/24

<sup>1</sup> G.S. 105-243.1 defines "overdue tax debt." – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

## ATTACHMENT F

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Cumberland County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)



**CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES/HUMAN SERVICES**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.



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

**Paragraph B.**

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

**Paragraph C.**

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

**Paragraph D.**

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)



CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES/HUMAN SERVICES

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

Instructions for Certification

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



ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

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

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

Signature

Title

Agency/Organization

Date

[Signature]  
Allied Universal Security Services

Regional Vice President  
August 15th, 2019

(Certification signature should be same as Contract signature.)

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

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

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

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

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

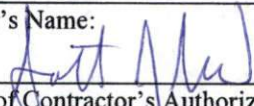
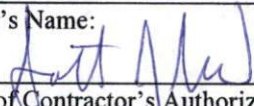
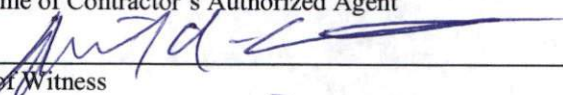
- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; or
- ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of



the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

- (4) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

**Allied Universal**

Contractor's Name:	
	
Signature of Contractor's Authorized Agent	Date
Scott J. Siano	August 15th, 2019
Printed Name of Contractor's Authorized Agent	Title
	Regional Vice President
Signature of Witness	Title
Daniel O. Evans	Client Manager
Printed Name of Witness	Date
	15 AUG 2019

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



## ATTACHMENT N

## Cumberland County Department of Social Services/Human Services

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

**Certification Regarding Nondiscrimination**

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

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

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

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

**Ensuring Equal Opportunity Access for Persons with Disabilities:** **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to



communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

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

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

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

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Auth [Signature]  
Signature

Regional Vice President  
Title

Allied Universal Security Services  
Agency/Organization

August 15th, 2019  
Date

(Certification signature should be same as Contract signature.)



EXHIBIT "A"

## to Agreement Between

**Allied Universal  
and  
CCDSS Main**

**LOCATIONS FOR SECURITY SERVICES PROVIDED BY****Allied Universal**

4600 Marriott Drive, Raleigh, NC, 27612

919-781-8822

919-571-8576

<u>Location</u>	<u>Specify for each location:</u> <u>Armed</u> <u>Unarmed</u>	<u>Schedule of Coverage</u>	<u>Hours</u>
1. CCDSS Main Campus, 1225 Ramsey St., Fayetteville, NC	Regular Armed	Mon-Fri, 0830-1730	40hpw
2. CCDSS Main Campus, 1225 Ramsey St., Fayetteville, NC	Regular Armed	Mon-Fri, 1230-2130	40hpw
3. CCDSS Main Campus, 1225 Ramsey St., Fayetteville, NC	Supervisor Armed	Mon-Fri, 0730-1630	40hpw

**Description of Services:**

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Total Hours Per week at the CCDSS Main Campus: 120hpw
- AUS understands the Client may request different officers work different shifts/hours due to the unique nature of CCDSS operations.
  - AUS requests 72 hours notification prior to schedule changes in order to accommodate changing schedules.
  - In emergency situations at CCDSS, AUS will make every effort possible to support operations with little or no notification.
    - Emergencies are defined as imminent life-threatening danger or credible threats made to CCDSS staff.
- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The Security professional creating the report will be available to explain the incident report during their shift.
- The Security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties.

EXHIBIT “B”

**to Agreement Between  
Allied Universal  
and  
CCDSS Main**

BILLING RATES

The initial Billing Rates for the Services shall be as follows:

CCDSS Main Campus:	Armed Pay Rate	Armed Bill Rate
Armed SP Regular Rate	\$14.00/hour	\$30.80/hour
Armed SP Overtime* Rate	\$21.00/hour	\$46.20/hour
Armed SP Holiday Rate (Only President's Day)	\$21.00/hour	\$46.20/hour
Armed Supervisor Regular Rate	\$18.00/hour	\$37.80/hour
Armed Supervisor Overtime* Rate	\$27.00/hour	\$56.70/hour
Armed Supervisor Holiday Rate (Only President's Day)	\$27.00/hour	\$56.70/hour

Additional Notes:

> Mutually agreed-upon merit increases will result in a Bill Rate increase.

\* *Requested Overtime:* With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will only be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

1. ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS. Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.

2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or by applicable collective bargaining agreement.

3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.

4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this Agreement.

5. Should Client require Allied Universal to provide uninterrupted Services during such Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.





CONTRACT #: 2020143

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

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

Company Name: Allied Universal

[Signature]  
Authorized Signer

Date August 15th, 2019

THIS IS A SIGNATURE PAGE ONLY

Allied Universal – Fayetteville

Amount: \$235,000

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

\_\_\_\_\_  
Date

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

Approved for Legal Sufficiency:

By: \_\_\_\_\_  
VICKI EVANS  
County Finance Director

By: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE  
Expires: 30 June 2020  
(X) RENEWABLE  
( ) NON-RENEWABLE



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 9/13/2019**

**SUBJECT: APPROVAL OF INTERLOCAL AGREEMENT WITH THE TOWN OF WADE**

**BACKGROUND**

The Town of Wade adopted a resolution applying the County's Minimum Housing Ordinance within the Town's corporate limits and has now requested to enter into an interlocal agreement with the County for the County to enforce the County's Minimum Housing Ordinance within the Town's corporate limits. All costs will be the responsibility of the County. The Towns of Eastover, Stedman and Falcon have entered into interlocal agreements for enforcement of the County's Minimum Housing Code within their jurisdictions. The Town of Wade was offered the same agreement as was approved by Eastover, Falcon and Stedman; however; the Town of Wade declined that agreement and has requested that it have no liability other than any claim that may be covered by its liability insurance. This is a significant departure from the way the County does its own Code enforcement because the County does not carry general liability insurance and relies on the defense of governmental immunity. If a claim is not covered by the Town's insurance, it would be the full liability of the County.

**RECOMMENDATION / PROPOSED ACTION**

County attorney recommends the Board consider the following options:

- (1) Approve Town's request as presented; or
- (2) Require Town to remain liable for any claim not covered by its insurance.

At its September 12, 2019, Agenda Session, the Board voted to recommend that the agreement require the Town to remain liable for any claim not covered by its insurance.

The attached agreement complies with that recommendation.





Diane Wheatley,  
Chair  
Cumberland County

Carl Manning,  
Vice-Chair  
Cumberland County

Jami McLaughlin,  
Town of Spring Lake  
Jordan Stewart,  
Town of Stedman

Vacant  
Wade, Falcon & Godwin

Thomas Lloyd,  
Town of Linden



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

*Planning & Inspections Department*

Joel Strickland,  
Acting Director

Vacant,  
Deputy Director

Vikki Andrews,  
Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

**TO: BOARD OF COMMISSIONERS**

**FROM: JOEL STRICKLAND, ACTING PLANNING & INSPECTIONS DIRECTOR**

**THROUGH: AMY CANNON, COUNTY MANAGER**

**DATE: SEPTEMBER 5, 2019**

**SUBJECT: PLANNING BOARD CASES**

**There are no rezoning cases to present to the Board of Commissioner's this month.**



## PLANNING AND INSPECTIONS DEPARTMENT

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JOEL STRICKLAND, ACTING DIRECTOR**

**DATE: 9/4/2019**

**SUBJECT: PUBLIC HEARING FOR APPROVAL OF RESOLUTION AND SUBMISSION OF FY 2021 NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANTS**

#### **BACKGROUND**

Staff requests a public hearing be held regarding the FY 2021 Community Transportation Program (5311) Grant Application which is due October 4, 2019. Staff also request approval for submission of grant applications for ROAP, 5310, and 5307 in the amounts listed below. This is an annual request that funds the Cumberland County Community Transportation Program which coordinates existing transportation programs operating in Cumberland County using local transportation providers. The funding period will run from July 1, 2020 to June 30, 2021. Funding will be used to provide trips to work, school, medical, and general errands. The administrative portion will be used for salaries and fringes of the Transportation Coordinator and the Transportation Assistants, office supplies, driver drug and alcohol testing, travel to meetings and conferences, program marketing for all services provided to County residents, legal advertising and North Carolina Public Transportation Association (NCPTA) membership.

The Community Transportation Program is requesting funding in the following amounts from the NC Department of Transportation (a local match is required as noted below and is typically funded in the local FY Budget):

<u>Project:</u>	<u>Total Amt.:</u>	<u>Local Share:</u>
Administrative (5311)	\$187,697	\$28,155 (15%)
Capital (5310)	\$250,000	\$25,000 (10%)
Capital (5307)	\$96,378	\$9,638 (10%)
Rural Operating Assistance Program (ROAP)/		
EDTAP	\$157,499	None
EMPL	\$73,897	None
Rural General Public (RGP) Program	<u>\$75,237</u>	<u>\$7,524 (10%)</u>

Total Project:	\$840,708	\$70,317
----------------	-----------	----------

**RECOMMENDATION / PROPOSED ACTION**

Staff requests the Board hold the Public Hearing for the Community Transportation Program (5311) and approve the Program Resolution and submission of the FY 2021 Projects for Community Transportation Program (5311, 5310, 5307 and ROAP) Grant Applications to the NC Department of Transportation.

**ATTACHMENTS:**

Description	Type
Program Resolution	Backup Material
Hearing Record	Backup Material
Public Hearing Advertisements	Backup Material

## **PUBLIC TRANSPORTATION PROGRAM RESOLUTION**

### **FY 2021 RESOLUTION**

#### **Section 5311 (including EDTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

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

A motion was made by Commissioner and seconded by Commissioner for the adoption of the following resolution, and upon being put to a vote was duly adopted.

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

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

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

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for “purchase-of-service” projects under the Capital budget Section 5310 program.

WHEREAS, County of Cumberland hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.



WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the County Manager of County of Cumberland is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I Candice White, Clerk to the Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Board of Commissioners of the County of Cumberland duly held on the 16th day of September, 2019.

---

*Signature of Certifying Official*

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

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

---

*Notary Public \**

---

*Printed Name and Address*

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

***Affix Notary Seal Here***

---

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

---

## **PUBLIC HEARING RECORD**

Section 5311 (EDTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

**APPLICANT:** County of Cumberland

**DATE:** September 16, 2019

**PLACE:** 117 Dick Street, Fayetteville, NC

**TIME:** 6:45 PM

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

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

### **Public Attendance Surveys**

☒ (Attached)

☐ (Offered at Public Hearing but none completed)

---

I, the undersigned, representing County of Cumberland do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

### **During the Public Hearing**

☒ (NO public comments)

☐ (Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: October 30, 2019

\_\_\_\_\_  
Signature or Clerk to the Board

Candice White, Clerk to the Board  
Printed Name and Title

\_\_\_\_\_  
Date

*Affix Seal Here*

## PUBLIC HEARING NOTICE

Section 5311, 5310, 5307, ROAP and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed **FY 2021** Community Transportation Program Application to be submitted to the North Carolina Department of Transportation. The public hearing will be held on **September 16, 2019** at 6:45 pm before the Cumberland County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids or services under the American with Disabilities Act (ADA) or a language translator should contact Ms. Ifetayo Farrakhan on or before September 12, 2019, at telephone number 910-678-7624 or via email at ifarrakhan@co.cumberland.nc.us.

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

The total estimated amount requested for the period **July 1, 2020 through June 30, 2021:**

Project	Total Amount	Local Share
Administrative(5311)	<b>\$187,697</b>	<b>\$28,155</b> (15%)
5310 Capital	<b>\$250,000</b>	<b>\$25,000</b> (10%)
5307 Capital	<b>\$96,378</b>	<b>\$9,638</b> (10%)
ROAP	<b>\$306,633</b>	<b>\$7,524</b> (RGP 10%)
<b>TOTAL PROJECT</b>	<b>\$840,708</b>	<b>\$70,317</b>
<b>Total Funding Request</b>		<b>Total Local Share</b>

This application may be inspected at the Cumberland County Historic Courthouse, 130 Gillespie Street, Fayetteville, NC from 8 am to 5 pm, Monday through Friday. Written comments should be directed to Ifetayo Farrakhan, Transportation Program Coordinator, 130 Gillespie Street, Fayetteville, NC on or before September 12, 2019.

**Cumberland County is an equal opportunity employer**

## AVISO DE AUDIENCIA PÚBLICA

Sección 5311, 5310, 5307 and ROAP  
y el financiamiento estatal aplicable, o una combinación de los mismos.

Este aviso es para informarle al público sobre la audiencia pública que se llevará a cabo en relación a la solicitud al Programa de Transportación para la Comunidad para el año fiscal 2021 que deberá ser sometida al Departamento de Transportación de Carolina del Norte. La audiencia pública se llevará a cabo el **16 de Septiembre de 2019 a las 6:45 pm**, ante la Junta de Comisionados del Condado de Cumberland.

Los interesados en asistir a la audiencia pública y estén necesitados de recibir ayudas o servicios auxiliares bajo el Acta de Americanos con Discapacidades (ADA por sus siglas en inglés) o un traductor de lenguaje deberán comunicarse con la Sra. Ifetayo Farrakhan en o antes del 12 de Septiembre de 2019 al número de teléfono 910-678-7624 o por correo electrónico a ifarrakhan@co.cumberland.nc.us.

El Programa de Transportación para la Comunidad proporciona asistencia para coordinar los programas de transporte existentes que operan en el Condado de Cumberland. A la vez que proporciona opciones de transporte y servicios para las comunidades en el área de servicio. Estos servicios actualmente son proporcionados basados en la demanda de uso y servicios de suscripción. Los servicios son ofrecidos por proveedores de transporte local.

La cantidad total estimada requerida para el periodo **1 de Julio de 2020 al 30 de Junio de 2021:**

Proyecto	Cantidad Total	Porción local
Administrativo	<b>\$ 187,697</b>	<b>\$ 28,155</b> (15%)
5310 Capital	<b>\$ 250,000</b>	<b>\$ 25,000</b> (10%)
5307 Capital	<b>\$ 96,378</b>	<b>\$ 9,638</b> (10%)
ROAP	<b>\$ 306,633</b>	<b>\$ 7,524</b> (10%)
<b>Proyecto Total</b>	<b>\$ 840,708</b>	<b>\$ 70,317</b>
	<b>Cantidad Total</b>	<b>Total de Porción</b>
	<b>Requerida</b>	<b>local</b>

Esta solicitud podrá ser inspeccionada en el Histórico Tribunal de Justicia del Condado de Cumberland, 130 Calle Gillespie, Fayetteville, N.C., de 8 a.m. a 5 p.m., lunes a viernes. Los comentarios escritos deberán ser dirigidos a la Sra. Ifetayo Farrakhan, Coordinadora del Programa de Transportación, 130 Calle Gillespie, Fayetteville, N.C en o antes del 12 de Septiembre de 2019.

El Condado de Cumberland es un empleador de igualdad de oportunidades



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT**

**DATE: 9/4/2019**

**SUBJECT: PUBLIC HEARING ON THE COMMUNITY DEVELOPMENT PROGRAM  
YEAR 2018 DRAFT CONSOLIDATED ANNUAL PERFORMANCE AND  
EVALUATION REPORT (CAPER)**

#### **BACKGROUND**

Attached is the draft PY2018 Consolidated Annual Performance and Evaluation Report (CAPER) prepared by Community Development. This document is available for public review and comment during the period September 3, 2019 – September 17, 2019. Copies have also been distributed to several locations throughout the County in compliance with our Citizen Participation Plan (See attached Public Notice). The final CAPER will be available in the County Commissioners office and at the Community Development office for viewing.

The PY2018 CAPER details program accomplishments and an assessment of our efforts in meeting the goals and objectives set forth in our Annual Action Plan for the period July 1, 2018 through June 30, 2019. Performance reporting meets three basic purposes: 1) it provides HUD with necessary information for the Department to meet its statutory requirements to assess each grantee's ability to carry out relevant community development programs in compliance with all applicable rules and regulations; 2) it provides information necessary for HUD's Annual Report to Congress, also statutorily mandated; and 3) it provides grantees an opportunity to describe to citizens their successes in revitalizing deteriorated communities and meeting objectives outlined in the Consolidated Plan. This reporting tool assures that citizens, community groups, and other interest stakeholders in the community planning process are accurately informed of the use of these federal funds.

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

1. Receive the presentation on the Consolidated Annual Performance and Evaluation Report (CAPER)
2. Community Development requests that the Board of County Commissioners hold a public hearing on the draft PY2018 CAPER to offer input and comments, as well as receive comments from the public. No other action is necessary.



**ATTACHMENTS:**

Description

Type

PY2018 DRAFT Consolidated Annual Performance and Evaluation Report (CAPER) Backup Material



## **CUMBERLAND COUNTY COMMUNITY DEVELOPMENT**

Presents the

# **PROGRAM YEAR 2018 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

Year 4 of the PY2015 – 2024 Consolidated Plan



Public Review Period: September 3, 2019 – September 17, 2019  
Public Hearing: September 16, 2019 @ 6:45 p.m.  
Cumberland County Courthouse, 117 Dick Street (Room 118), Fayetteville, NC

# **DRAFT**

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## APPENDICES

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## CR-05 - GOALS AND OUTCOMES

**Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

**This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.**

The Consolidated Annual Performance and Evaluation Report (CAPER), prepared annually by Cumberland County (through Community Development), summarizes the County's progress toward achieving the goals and objectives established in the approved PY 2015-2019 Consolidated Plan. This CAPER covers the period beginning July 1, 2018 through June 30, 2020 and is the fourth report year of the Consolidated Plan period. As an entitlement jurisdiction, the County receives the Community Development Block Grant (CDBG) and the Home Investment Partnership Program (HOME) funds annually. For PY 2018, the County received \$825,817 in CDBG funds and \$399,148 in HOME funds.

Cumberland County utilizes the entitlements to addresses the priorities identified in the Consolidated Plan. The main priorities identified in the Consolidated Plan include affordable housing, homeless services, and non-community development activities such as public services and public facilities. These activities are carried out within Cumberland County's geographic service area which includes the Towns of Eastover, Falcon, Godwin, Hope Mills, Linden, Spring Lake, Stedman, Wade and the unincorporated areas. Overall Cumberland County has:

- Improved the quality of the housing and maintained affordability for homeowners and renters.
- Increased the inventory of affordable housing units available in the community through new construction;
- Addressed the needs of the homeless by providing assistance through rapid re-housing, transitional housing, permanent supportive housing, and shelter services; and
- Expanded public services to residents.

Overall, Cumberland County expended over \$1.8 million in federal, state, and local funds to provide affordable housing, improve access to public services and homeless services, and improve public facilities for low to moderate income residents.



**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Program Year	Actual – Program Year	Percent Complete
Essential Services and Housing for the Homeless	Homeless	General Fund: \$66,900.27	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	25	72	>100%
Essential Services and Housing for the Homeless	Homeless	General Fund: \$199,081.83	Homelessness Prevention	Households Assisted	-	158	>100%
Essential Services and Housing for the Homeless	Homeless	Continuum of Care: \$124,801.44	Housing for Homeless added	Household Housing Unit	1	12	>100%
Improve Access to Public Services (Human Services)	Non-Housing Community Development	CDBG: \$30,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	2,685	>100%
Improve Access to Public Services (Human Services)	Non-Housing Community Development	CDBG: \$37,398.14	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	-	47	>100%
Improve Public Facilities/Develop Infrastructure	Non-Housing Community Development	CDBG: \$100,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	1	270	>100%
Increase Affordable Quality Housing	Affordable Housing	CDBG: \$67,863	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	1	7	>100%
Increase Affordable Quality Housing	Affordable Housing	CDBG: \$250,567 HOME: \$239,819.63	Homeowner Housing Rehabilitated	Household Housing Unit	18	21	>100%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

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**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

Increasing Affordable Quality Housing

- Cumberland County expended \$250,567 in CDBG funds and \$239,819.63 in HOME funds to provide housing rehabilitation assistance to 21 homeowners.
- HOME funds in the amount of \$89,036.75 were used to towards the construction of a two (2) duplex townhomes off of Chapel Hill Road in Spring Lake. The project is expected to be completed during the Program Year 2020.
- CDBG funds in the amount of \$67,863 were expended to renovate the interior of three (3) transitional housing units used to provide temporary housing for homeless families with children.

Essential Services and Housing for the Homeless

- Through partnership with nonprofit agencies, Cumberland County used local general funds in a total amount of \$265,982.10 to provide rapid rehousing and homeless prevention assistance to a total of 230 families.
- Through the Continuum of Care Program, Cumberland County expended \$124,801.44 to provide transitional and permanent housing as well as supportive services to homeless individuals and families.

Improve Access to Public Services

- Cumberland County partnered with local nonprofit organizations to provide public services to 2,732 low to moderate income residents. A total of \$87,50.72 in CDBG funds was expended of which \$37,398.14 was used to provide match toward Continuum of Care programs.

Improve Public Facilities/Develop Infrastructure

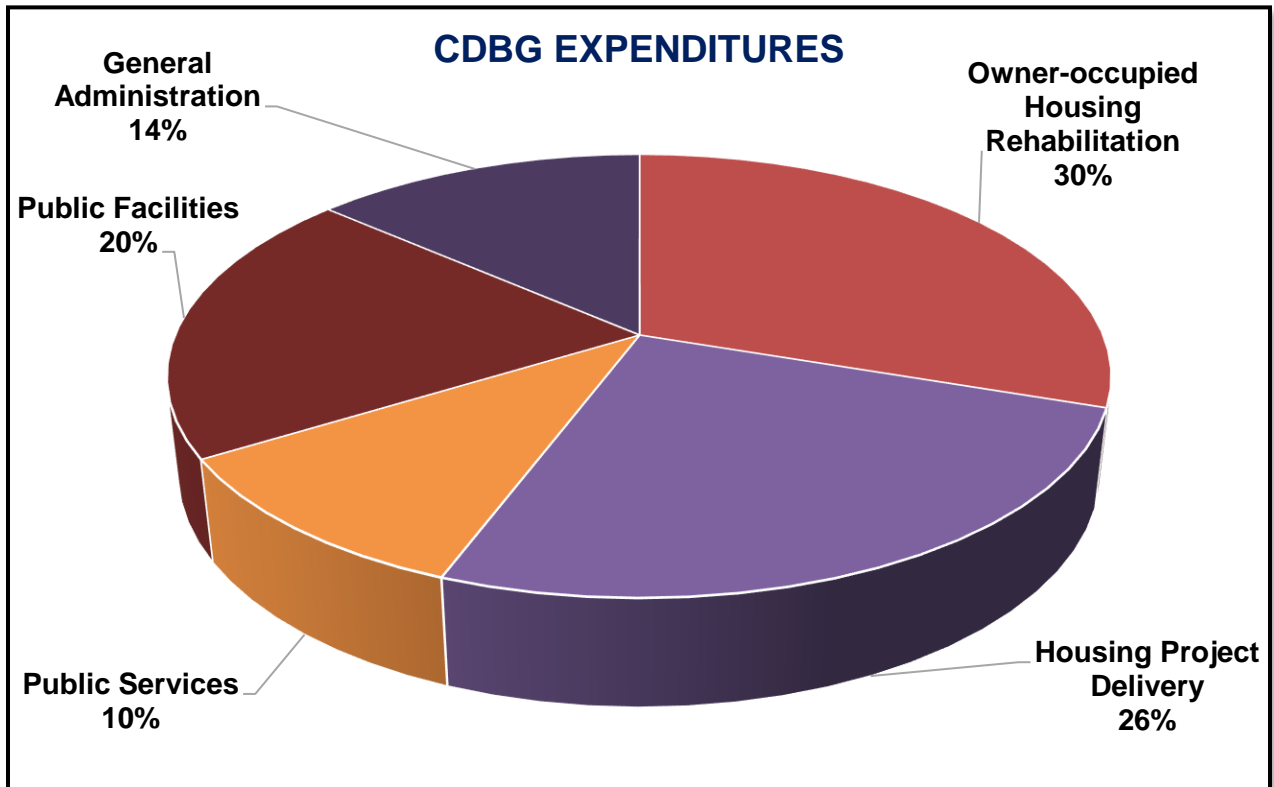
- CDBG funds in the amount of \$100,000 were used towards the demolition of the Grove View Terrace apartments. New units (270) for low to moderate income households is currently under construction.

Community Development did not receive applications from businesses for economic development. Therefore, there were no expenditures for this type of activity.

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CDBG Expenditures included:

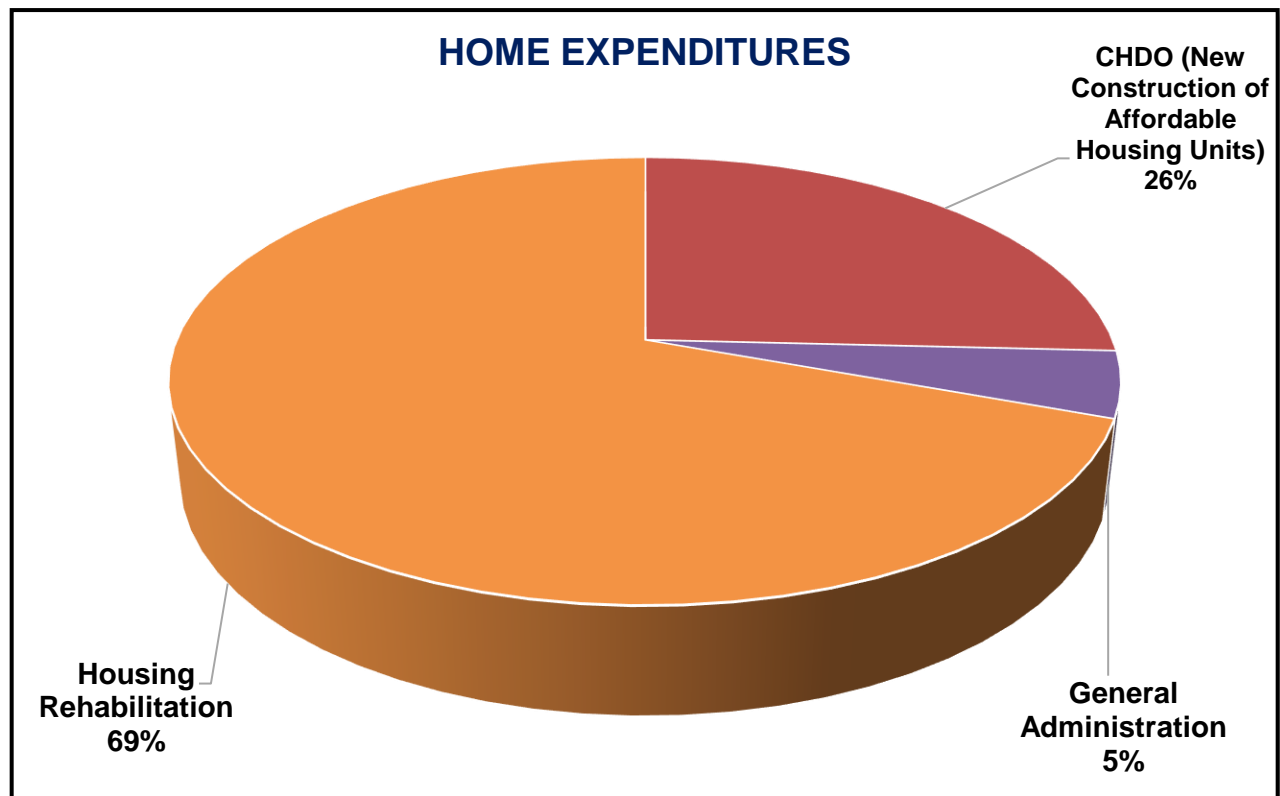
1. Owner-occupied Housing Rehabilitation = \$187,136
2. Housing Project Delivery = \$187,624
3. Public Services = \$87,051
4. Public Facilities = \$143,700
5. General Administration = \$112,653



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HOME expenditures included:

1. CHDO (New Construction of a two units – pending completion) = \$89,037
2. Housing Rehabilitation = \$239,820
3. General Administration = \$16,450





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## CR-10 - RACIAL AND ETHNIC COMPOSITION OF FAMILIES ASSISTED

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	894	2
Black or African American	1466	3
Asian	71	0
American Indian or American Native	58	0
Native Hawaiian or Other Pacific Islander	248	0
Other / Multi-racial	18	0
<b>Total</b>	<b>2,755</b>	<b>5</b>
Hispanic	184	0
Not Hispanic	2571	5

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

### Narrative

The majority of the households receiving assistance through CDBG and HOME consisted of minorities. Hispanics were under-represented with only 7% of individuals receiving assistance. Other races that were under-represented included Asians (3%), American Indians/American Natives (2%), and Native Hawaiian/Pacific Islanders (9%).

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## CR-15 - RESOURCES AND INVESTMENTS 91.520(A)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	\$1,598,817	\$825,439
HOME	HOME	\$1,099,148	\$361,506
Competitive McKinney-Vento Homeless Assistance Act	Competitive McKinney-Vento Homeless Assistance Act	0	0
Continuum of Care	Continuum of Care	174,370	124,801.44
General Fund	General Fund	124,242	95,847
Other	Other	143,993	57,711

**Table 3 - Resources Made Available**

### Narrative

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Cumberland County Area	100	-	Community-wide

**Table 4 – Identify the geographic distribution and location of investments**

### Narrative

Funds are invested countywide which allows for flexible use of funds and other available resources to meet the needs of the community.

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## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

During the 2018 program year, approximately \$508,386 was used to leverage federal funds. Of this amount, Cumberland County contributed approximately \$411,584 in general funds and approximately \$96,802 was contributed by private agencies consisting of nonprofits seeking federal and state funding through Cumberland County.

<b>Fiscal Year Summary – HOME Match</b>	
1. Excess match from prior Federal fiscal year	\$162,630.00
2. Match contributed during current Federal fiscal year	\$43,533.20
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$119,096.80
4. Match liability for current Federal fiscal year	\$0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$119,096.80

**Table 5 – Fiscal Year Summary - HOME Match Report**

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructur e	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
-	-	-	-	-	-	-	-	-

**Table 6 – Match Contribution for the Federal Fiscal Year**

**HOME MBE/WBE report**

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin- ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	200,000	198,367.91	0	0

**Table 7 – Program Income**



Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	5	2	1	0	0	2
Dollar Amount	255,327	119,179	64,200	0	0	71,948
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Number	5	2	3			
Dollar Amount	255,327	119,179	136,148			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

**Table 8 - Minority Business and Women Business Enterprises**

<b>Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted</b>						
	<b>Total</b>	<b>Minority Property Owners</b>				<b>White Non-Hispanic</b>
		<b>Alaskan Native or American Indian</b>	<b>Asian or Pacific Islander</b>	<b>Black Non-Hispanic</b>	<b>Hispanic</b>	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

**Table 9 – Minority Owners of Rental Property**

<b>Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition</b>		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

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Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

**Table 10 – Relocation and Real Property Acquisition**

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## CR-20 - AFFORDABLE HOUSING 91.520(B)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	20	242
Number of Non-Homeless households to be provided affordable housing units	0	270
Number of Special-Needs households to be provided affordable housing units	0	7
<b>Total</b>	<b>20</b>	<b>519</b>

**Table 11 – Number of Households**

	One-Year Goal	Actual
Number of households supported through Rental Assistance	12	230
Number of households supported through The Production of New Units	2	0
Number of households supported through Rehab of Existing Units	23	21
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>30</b>	<b>251</b>

**Table 12 – Number of Households Supported**

### **Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

Construction of a duplex townhome is still pending completion along with housing rehabilitation of two owner-occupied homes. Cumberland County met 91% of accomplishing its goal in renovating 23 owner-occupied units.

### **Discuss how these outcomes will impact future annual action plans.**

Cumberland County do not anticipate any significant impact on future Annual Action Plans. There are projects currently under construction that is projected to be completed within the next Program Year.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	2,519	2
Low-income	175	2
Moderate-income	43	1
<b>Total</b>	<b>2,737</b>	<b>5</b>

**Table 13 – Number of Households Served**



Before



After



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## **CR-25 - HOMELESS AND OTHER SPECIAL NEEDS 91.220(D, E); 91.320(D, E); 91.520(C)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Cumberland County's Community Development Department is an active member of the Fayetteville / Cumberland County Continuum of Care (CoC) on Homelessness and continues to serve as the lead agency for the CoC Notice of Funding Availability (NOFA) and Emergency Solutions Grant (ESG) application processes. Providers within the CoC network participate in a community-wide, coordinated intake/assessment system using the Vulnerability Index (VI) and Service Prioritization Decision Assistance Tool (SPDAT). This system allows the participating providers to assess and prioritize the households based on needs. Through this process, persons with higher needs are given priority to access housing and services from local providers.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Cumberland County also serves as Grantee and provider of a transitional housing program for homeless families. Robin's Meadow Transitional Housing Program provides 12 units for homeless families with children. Cumberland County used CDBG funds to renovate the interior of the units so that families are housed in a safe and decent housing complex.



Robin's Meadow Transitional Housing

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Cumberland County serves as the lead agency for the local CoC. Cumberland County prepares the Consolidated application for the State's ESG Program access funds for local agencies to provide emergency response and housing stabilization services to those persons who are homeless or at-risk of homelessness. Through the coordinated intake/assessment process, individuals and families will have access to other programs including those managed by partnering agencies.

Discharge planning- Formalized discharge protocols have been implemented statewide in the areas of foster care, health care, mental health and corrections. Through participation in the CoC efforts, the County continues to encourage compliance with these protocols at all levels.

Through the Housing Rehabilitation Program, homeowners are able to obtain assistance to prevent their homes from deteriorating into life-threatening, uninhabitable and condemned conditions, thereby preventing one of the lesser-known causes of homelessness.

The County's Community Services Specialist continues to promote fair housing practices to encourage the prevention of homelessness through the provision of housing counseling, mediation of landlord tenant disputes, referrals, and training in fair housing law. The practical application of these services can prevent evictions and foreclosure which may result in homelessness.

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Through the County's Homebuyers program, potential applicants are required to take a Homebuyer Workshop. Through this workshop, prospective homebuyers are able to gain the skills necessary to maintain homeownership and prevent foreclosure.

The County's Public Services funds support two programs which assist low-moderate income residents in paying for prescription medical and dental expenses because medical expenses are a major contributor to financial problems that may precede a loss of housing. Better Health of Cumberland County and the Cumberland County Medication Access Program purchases prescription drugs for County residents who have been denied assistance from all other sources and have a monthly household income at or below 200% of the federal poverty guidelines.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Cumberland County Community Development partners with other agencies within the network to coordinate housing and services that address these special populations.

Cumberland County Community Development serves as the grantee of a CoC Program (Safe Homes for New Beginnings) that provides permanent supportive housing program (5 units) for individuals who have substance abuse disorders and are literally homeless. This program designates 60% of its beds for chronically homeless individuals.

Bonanza (managed by Endeavors) is a permanent supportive housing program (7 units) which targets individuals and families who are homeless with a disability.

Leath Commons (managed by Cumberland Interfaith Hospitality Network) serves as a permanent supportive housing program (5 units/10 beds) for families who are homeless and have a disability.

Through use of local general funds, Cumberland County partnered with Endeavors to provide rapid re-housing / homeless prevention assistance to persons experiencing homelessness or at-risk of homelessness.

Volunteers of America, through the Supportive Services for Veteran Families Program, offers a permanent housing program that provides short-term/medium term financial assistance to veterans and their families.

The Fayetteville Metropolitan Housing Authority (FMHA), in partnership with the Fayetteville Veteran Affairs Medical Center, provides HUD-VASH vouchers to eligible homeless veterans.

These programs offer comprehensive case management and supportive services in the form of education assistance, life skills classes, employment assistance, medical/mental health assistance and other vital services necessary to help individuals become self sufficient. Clients receiving financial assistance for security deposits, rental and/or utility assistance, were able to transition from being literally homeless to permanently housed.

Cumberland County will continue its efforts in partnering with local developers to expand the supply of affordable housing units by requiring developers to designate a percentage of units for extremely low-income persons.

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## **CR-30 - PUBLIC HOUSING 91.220(H); 91.320(J)**

### **Actions taken to address the needs of public housing**

Cumberland County has partnered with the FMHA to provide additional affordable housing through the redevelopment of Grove View Terrace. FMHA carried out the demolition of 216 existing units and will construct 270 new units. This will bring 54 additional affordable units in the community. The project is expected to be completed in the next Program Year.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable.

### **Actions taken to provide assistance to troubled PHAs**

Not applicable – FMHA has been designated as a high performing housing authority and is not considered troubled.



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## **CR-35 - OTHER ACTIONS 91.220(J)-(K); 91.320(I)-(J)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

Cumberland County is not aware of any negative effects of public policies that may serve as barriers to affordable housing in our jurisdiction. Over the years, the department has been able to maintain and/or remove barriers to affordable housing by:

1. Partnering with eligible organizations designated as Community Housing Development Organizations (CHDOs) to increase the production and supply of affordable housing in the community;
2. Continuing to offer low interest loans to investor-owners for rehabilitation of rental property to rent to low and moderate income renters;
3. Providing loans, closing cost assistance grants, and mortgage credit certificates for potential low/moderate-income homebuyers; and
4. Encouraging the local CoC to use the Housing First Model to remove any barriers homeless persons may face while trying to access housing.

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

Cumberland County continues to engage with the local municipalities and residents throughout the geographic service area to identify any unmet needs. In addition, Cumberland County continues to seek other resources to create additional services or support existing programs. Due to limited CDBG funding, it has been a challenge to address other public service needs.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

Cumberland County has been continuously proactive in addressing lead-based based paint hazards through education and training. The following actions are taken:

Implementation of lead-based paint hazard reduction measures as part of our housing programs to comply with 24 CFR 35.

Contractors who rehabilitate homes built prior to 1978 are required to attend safe work practices training for lead-based paint. Contractors may take the safe work practices training through any qualified training provider. Under our Housing Rehabilitation Program, a certificate of completion of a Safe Work Practice training is necessary to work on homes built prior to 1978. Cumberland County does accept certificates of completion for Safe Work Practice training conducted by any Safe Work Practice training provider.

Staff persons are trained in the new HUD/EPA regulations that require contractors to use Safe Work Practices to mitigate lead-based paint hazards in private homes and childcare centers.

Distribution of the brochure to all housing rehabilitation program applicants on the hazards of lead-based paint (“The Lead-Safe Certified Guide to Renovate Right”).

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**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

Cumberland County has been proactive in addressing poverty-level families in the community through its programs and partnering with other human services agencies to alleviate the problem of excessive rent burdens for the poor by providing assistance through programs such as housing rehabilitation, transitional housing and public services by providing access to medication for chronic illnesses and other medical needs.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

Cumberland County has years of experience and is well equipped to implement and coordinate activities among public, private and non-profit agencies. Cumberland County will continue strengthening existing partnerships and exploring new partnerships. Although the funding has decreased over the years, Cumberland County has streamlined its processes for efficiency and effectiveness, in addition to searching for additional funding resources to strengthen its ability to offer programs and services.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

Cumberland County enhanced coordination between agencies by providing funding through a request for proposal process to eligible agencies to improve access of services.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

Cumberland County continues to increase awareness of fair housing law for housing service providers serving minorities and special populations through mainstream networking, literature, workshops, and partnering with other agencies to promote and increase awareness.

1. Cumberland County partnered with Community Housing Development Organizations (CHDOs) to increase the production and supply of 4 additional affordable housing units in the Balsawood subdivision;
2. Cumberland County is partnering with FMHA to put CDBG funds in the demolition of old housing units for reconstruction of new subsidized housing units, of which 14 units will be designated for households whose incomes are 40% or below the area median income;

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## **CR-40 - MONITORING 91.220 AND 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Cumberland County has standards in place to monitor activities for programmatic and contract compliance of the sub grantees. Projects and programs that are funded with CDBG, HOME, CoC, and other Federal and State funds are subject to monitoring. All sub grantees receiving CDBG Public Services funds are monitored on a regular basis through the submittal of either monthly, quarterly, or one-time reports to the County, as identified in their funding agreements. For agencies that receive HOME or CDBG funds for development of housing, long-term affordability controls are monitored in accordance with the funding agreements.

Sub grantee monitoring includes:

**Pre-disbursement / pre-monitoring conferences** are conducted to ensure that sub grantees understood the rules and requirements of the programs. During each conference, specific contract requirements, documentation and filing procedures, reporting requirements, and reimbursement procedures were explained to the sub grantee.

**Desk reviews** are conducted periodically as requests for reimbursements are submitted by the sub grantees on a monthly basis to ensure timely expenditure of funds. The County disburses its funds via a reimbursement process. The County reimburses sub grantees only when a request for reimbursement was accompanied with supporting documentation such as copies of invoices, cancelled checks, receipts, time sheets, etc. Sub grantees were also required to submit budget summary reports so that these reports can be compared for accuracy. Activity summary reports are required to be submitted on a regular basis to monitor the sub grantee's progress towards meeting their goals.

**Onsite monitoring visits** are performed during the program year on selected sub grantees. Some of the areas reviewed most often during onsite visits include:

- Compliance with participant eligibility, income certification requirements, and documentation guidelines; and reporting;
- Confidentiality procedures;
- Progress towards meeting projected goals and timely use of funds;
- Compliance with specific contractual requirements; and
- Review of audit report.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

Cumberland County Community Development encourages all citizens, public agencies, and other interested parties to review and comment on performance reports on housing and community development activities. The Department ensures that the public is provided with reasonable and timely access to meetings, information and records. A draft of the Consolidated Annual Performance and Evaluation Report (CAPER) was made available for public review for 15 days prior to submission to HUD. Notice of the comment period was published in the local newspaper and the draft is posted on the County's website. Hard copies were made available at various

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locations to include Cumberland County Community Development's lobby and Town Halls. A public notice of the hearing was published at least two weeks prior to the hearing date.

The Public Hearing will be held September 16, 2019 at the Cumberland County Board of Commissioners' meeting and no comments were received during the public hearing or public review period.



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**CR-45 - CDBG 91.520(C)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

Cumberland County Community Development does not plan to make any changes to the program objectives. However, the Department may need to modify the certain program guidelines to ensure goals will be met and programs are carried out in an efficient manner.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No.

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

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## **CR-50 - HOME 91.520(D)**

### **Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations**

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

For the PY 2018, Cumberland County Community Development conducted onsite monitoring visits to the following apartment complexes:

- Blanton Green (United Management)
- Crosswinds I/II (United Management)
- Dogwood Manor (United Management)
- Golfview (United Management)
- Haymount Manor (United Management)
- Legion Crossings (United Management)
- Legion Manor (United Management)
- Southview Green (United Management)
- Southview Villas (United Management)
- Spring Lake Green (United Management)
- Sycamore Park (United Management)
- Pine Ridge Manor (Excel Property Management)

United Management apartment complexes were reviewed from July 23-26, 2018. Excel Property Management was reviewed on August 29, 2018. Cumberland County Community Development staff also conducted a physical inspection on all apartment complexes. There were no findings and all minor issues were addressed prior to this report. The next monitoring visit is scheduled in the fall of 2019.

### **Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)**

#### Affirmative Marketing

Both companies use a marketing strategy which includes utilizing various outreach methods and newspaper advertisements. Outreach efforts are made through churches, personal visits, site signs, and community contacts. The waiting list for prospective tenants continues to grow for all apartment complexes.

#### Tenant Selection and Lease Term

The criteria for selecting tenants are based on the gross household income, household size, credit check, criminal background check, and monthly income for one, two, and three or more member households. The lease is effective for 12 months. At the end of the term, the lease is renewable month to month.

### **Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

HOME Program income for 2018 is detailed in the report PR09. Prior year program income funds were used for

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projects. The HOME program income receipts and program income vouchers are depicted on the PR09.

**Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)**

Not applicable.



## CLERK TO THE BOARD OF COMMISSIONERS

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 9/11/2019**

**SUBJECT: BOARD OF ADJUSTMENT (1 VACANCY)**

#### **BACKGROUND**

The Board of Adjustment has the following one (1) vacancy:

##### Alternate Member:

Nathan Galbreath – appointed as a Regular Member at the September 3, 2019, meeting by the Board of Commissioners.

The Board of Adjustment does not have a recommendation at this time.

I have attached the current membership and applicant list for this board.

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

**Nominate individual to fill the one (1) vacancy above.**

##### **ATTACHMENTS:**

Description

Board of Adjustment Nomination Backup Information

Type

Backup Material

## **Board of Adjustment**

The Board of Adjustment is a "quasi-judicial" administrative body that conducts public hearings and/or reviews as listed under "duties" below. Appeals of this board's decisions are filed directly to Superior Court.

**Statutory Authorization:** NCGS 153A-345 County Code: Zoning Ordinance Article XVI

### **Member Specifications:**

10 Members

- 5 regular
- 5 alternate (Alternate members fill in for regular members as necessary and are often appointed to fill vacancies of the regular membership.)

**Term:** 3 Years

**Compensation:** None

### **Duties:**

- Conduct administrative reviews and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, permit, decision, determination, refusal made by the Planning and Inspections Director or other administrative officials in the carrying out or enforcement of any provisions of the zoning ordinance;
- Hear, deny or approve applications for variances and special use permits from the terms of the zoning ordinance;
- Rule on matters concerning nonconforming uses;
- Hear and rule on appeals and variance requests from the County's Flood Damage Prevention Ordinance.

**Meetings:** Third Thursday of each month at 7:00 PM. The average length of a meeting varies. Each member spends approximately three hours per month in service to this board.

**Meeting Location:** Historic Cumberland County Courthouse, Hearing Room #3 130 Gillespie Street Fayetteville, NC



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	6/19	2nd	June/22 6/30/22	No
Nathan Galbreath (W/M) 230 Nandina Court Fayetteville, NC 28311 815-990-8393/570-9250	9/19	1st	Sept/22 9/30/22	Yes
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	8/19	2nd	Aug/22 8/31/22	No
Stacy M. Long (W/M) 1909 Partridge Drive Fayetteville, NC 28304 919-896-8970/919-633-8244	8/19	2nd	Aug/22 8/31/22	No
Marva Lucas-Moore (B/F) 3014 Hampton Ridge Road Fayetteville, NC 28311 551-1904/227-9605 <a href="mailto:marva@lucasmoorerealtyinc.com">marva@lucasmoorerealtyinc.com</a>	6/19	1 <sup>st</sup> full term	June/22 6/30/22	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Alternate Members Continued:</u>				
Quinsentina James (-/F) 2441 Canford Lane Fayetteville, NC 28304 910-364-4558 <u>mqmlewis@aol.com</u>	9/18	1st	Sept/21 9/30/21	Yes
<b>VACANT</b> (Vacated by N. Galbreath)5/19		2nd	May/22 5/31/22	No

Meets 3<sup>rd</sup> Thursday of each month at 7:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Second Floor Hearing Room

Contact: Hope Ward, Planning & Inspections Department, 678-7602

**APPLICANTS FOR  
BOARD OF ADJUSTMENT**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
BROOKS, DONALD (B/M) 301 SOUTHLAND DRIVE FAYETTEVILLE NC 28311 910-826-6078 <a href="mailto:DONALDBROOKS959@GMAIL.COM">DONALDBROOKS959@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: GRADUATE EXECUTIVE LEADERSHIP PROGRAM <b><i>CATEGORY: GENERAL PUBLIC</i></b>	RETIRED	BACHELORS
DICKENS, CATHY (-/F) 1426 COBRA DRIVE FAYETTEVILLE NC 28303 910-286-0157 <a href="mailto:MAXINEDICKENS69@GMAIL.COM">MAXINEDICKENS69@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b><i>CATEGORY: GENERAL PUBLIC</i></b>	DISTRICT SUPERVISOR SOIL AND WATER	HIGH SCHOOL
GUY, DAVID NICHOLSON III 305 WOODCREST ROAD FAYETTEVILLE NC 28305 910-850-8004 <a href="mailto:DAVIDNGUY02@YAHOO.COM">DAVIDNGUY02@YAHOO.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b><i>CATEGORY: GENERAL PUBLIC</i></b>	REAL ESTATE BROKER CONTRACTOR	BS-BUSINESS MANAGEMENT



## CLERK TO THE BOARD OF COMMISSIONERS

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 9/11/2019**

**SUBJECT: SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION (SEDC) (1 VACANCY)**

#### **BACKGROUND**

On September 3, 2019, the Board of Commissioners nominated the following to fill one (1) vacancy for a County Commissioner on the Southeastern Economic Development Commission:

#### **NOMINEE(S)**

**Commissioner Jeannette Council** (reappointment)

I have attached the current membership list for this board.

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

**Appoint a County Commissioner to serve on the SEDC Board of Directors.**

#### **ATTACHMENTS:**

Description

SEDC Membership Roster

Type

Backup Material

SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION  
COUNTY APPOINTEES  
(4-year terms)

**(Minority and elected official requirements.)**

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
*Amy Cannon County Manager P.O. Box 1829 Fayetteville, North Carolina 28302 678-7723	4/18	3rd	Sept/21 9/30/21	No
Robert Van Geons Fayetteville Cumberland Economic Development Corporation 411 Forest Lake Road Fayetteville, NC 28305 704-985-3483	4/17	1 <sup>st</sup>	Apr/21 4/30/21	Yes
Glenn Adams (B/M) 407 Hilliard Drive Fayetteville, NC 28311 223-1400	10/15	1st	Oct/19 10/31/19	Yes
*serving unexpired term; eligible for one additional term*				
Jeannette M. Council (B/F) PO Box 1829 Fayetteville, NC 28302 678-7771 or 678-7772	09/14	2nd	Sept/18 9/30/18	No

\*Designated to serve on the Executive Committee.

County Manager attends the Board of Director Meetings held 4<sup>th</sup> Tuesday of each month at 10:00 a.m. till around 12:00 noon; lunch is usually served following the meeting. Location for the meeting is 707 West Broad Street, Elizabethtown, N.C.

*(Commissioners and other position only attend the annual meeting-usually in April)*

Members appointed by the Board of Commissioners in November of 2001.

Terms were staggered initially when members were appointed on 11/5/01.

Contact: Pam Bostic [pbostic@sedcnc.org](mailto:pbostic@sedcnc.org)

Address: PO Box 921, Elizabethtown, NC 28337

Phone: 910-862-6985

Fax: 910-862-1482

Contact persons are Amy Cannon or Pamela Bostic