
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 564
FEBRUARY 7, 2019
8:30 AM

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
 - A. Approval of January 3, 2019 Agenda Session Regular Meeting Minutes
3. PRESENTATIONS
 - A. Partnership with Fayetteville Technical Community College
4. CONSIDERATION OF AGENDA ITEMS
 - A. Revisions to the Board of Commissioners' Rules of Procedure Adopted August 17, 2009; and Rescission of Policy No. 1-2: Placing an Item on a Board of Commissioners Committee Agenda
 - B. Policy Governing Purchase of Tickets or Tables for Commissioners' Attendance at Local Events
 - C. Revisions to the Travel Policy Governing Travel by Commissioners
 - D. Policy Establishing the Minimum Offer to be Accepted for the Sale of Surplus Real Property
 - E. Draft Performing Arts Center (PAC) Feasibility Study Request For Proposal (RFP) and Proposed Timeline
 - F. Professional Project Management Services Agreement with Thread Craft Engineering, Inc. for Disaster Recovery Programs
 - G. Revised Memorandum of Agreement for Disaster Recovery Act of 2017 for Hurricane Matthew Recovery
 - H. Update on HB 630 As Reflected in Memorandum of Understanding Between NC Department of Health & Human Services and Cumberland County
 - I. Chapin Hall Contract Amendment for the Department of Social Services
 - J. Lease Renewal for the Foster Care Family Visitation Center
 - K. Contract For Detention Center Lobby Renovation Project
 - L. Professional Services Agreement For Law Enforcement Center Elevator Modernization Project

- M. Budget Ordinance Amendment to Appropriate \$2,500 to Match the City of Fayetteville Contribution for the 2019 Second Harvest Annual Food Bank Food Fight

5. MONTHLY REPORTS

- A. Community Development Block Grant-Disaster Recovery (CDBG-DR) Update
- B. Financial Report
- C. Project Updates
- D. Health Insurance Update

6. OTHER ITEMS

- A. Tier One Designation and Expanded Funding Opportunities
- B. Discussion of Federal Priorities in Advance of the NACO Conference

ADJOURN

REGULAR AGENDA SESSIONS:

March 7, 2019 (Thursday) 8:30 AM

April 4, 2019 (Thursday) 8:30 AM



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

**MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 1/31/2019

**SUBJECT: PARTNERSHIP WITH FAYETTEVILLE TECHNICAL COMMUNITY
COLLEGE**

Requested by: AMY CANNON, COUNTY MANAGER

**Presenter(s): DR. LARRY KEEN, PRESIDENT OF FAYETTEVILLE TECHNICAL
COMMUNITY COLLEGE**

BACKGROUND

Cumberland County and Fayetteville Technical Community College have agreed to partner on developing a proposed fire and rescue training center. Dr. Larry Keen will provide information on the project.

RECOMMENDATION / PROPOSED ACTION

For information only.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY AND CLERK TO THE BOARD

DATE: 1/30/2019

**SUBJECT: REVISIONS TO THE BOARD OF COMMISSIONERS' RULES OF
PROCEDURE ADOPTED AUGUST 17, 2009; AND RESCISSION OF
POLICY NO. 1-2: PLACING AN ITEM ON A BOARD OF
COMMISSIONERS COMMITTEE AGENDA**

Requested by: BOARD OF COMMISSIONERS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The Board's Rules of Procedure have not been amended to account for the changes in technology which are now being used in the agenda process, the participation of an absent member by telephone, the changes to the Zoning Ordinance which eliminated the use of quasi-judicial hearings for certain zoning cases, and the changes in the agenda process resulting from the dissolution of the standing committees and establishment of the Agenda Session as a regular meeting. The proposed revisions to Rules 6, 8, 9, 25 and 26 are for the purpose of bringing the Rules up to date with these changes and the practices in place. The Resolution is to rescind the Board's adopted policy for placing an item on an agenda of one of the former Standing Committees.

This item was presented at the January 3, 2019, Agenda Session and the Board directed staff to bring it back to the February 7, 2019, Agenda Session after giving the commissioners an opportunity to email any further revisions any would like to have included. The County Attorney sent an email to the commissioners on Monday, January 28, 2019, and asked if anyone wanted any further changes to the Rules. No one requested any further changes.

RECOMMENDATION / PROPOSED ACTION

The Clerk and the County Attorney recommend adoption of these revisions to the Rules and the Resolution set out below.

Whereas, the Board of Commissioners has dissolved its standing committees and established an additional regular meeting designated as an Agenda Session to serve the purpose of the former standing committees; and

Whereas, the Board's Policy No. 1-2: Placing an Item on a Board of Commissioners Committee Agenda is no longer applicable.

BE IT THEREFORE RESOLVED that Policy No. 1-2: Placing an Item on a Board of Commissioners Committee Agenda is hereby rescinded.

ATTACHMENTS:

Description

Type

PROPOSED REVISIONS TO RULES OF PROCEDURE

Backup Material

COUNTY SEAL

RULES OF PROCEDURE

For

THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS

Adopted - August 17, 2009

Revised – February 18, 2019

RULES OF PROCEDURE

I. APPLICABILITY OF RULES

Rule 1 Applicability of Rules:

These rules apply to all meetings of the Board of Commissioners of Cumberland County at which the Board is empowered to exercise any of the executive, quasi-judicial, administrative, or legislative powers conferred on it by law.

II. OPEN MEETINGS

Rule 2 Meetings to be Open:

The public policy of North Carolina and of Cumberland County is that the hearings, deliberations and actions of the Cumberland County Board of Commissioners and its committees be conducted openly.

Rule 3 Closed Sessions:

Notwithstanding the provisions of Rule 2, the Board may hold a Closed Session in accordance with G.S. 143-318.11.

The Board may go into Closed Session only upon motion made and adopted at an open meeting. The motion shall state the general purpose of the Closed Session and must be approved by a majority of Commissioners present and voting.

The County Manager, County Attorney and County Clerk, and their immediate staff, shall attend the Closed Session, unless expressly excluded in the motion. Other persons shall not attend the Closed Session unless expressly included in the motion or otherwise called into the Session.

III. ORGANIZATION OF THE BOARD

Rule 4 Organizational Meeting

At the first regular meeting in December of the Board of Commissioners, the Board shall choose a Chairman and Vice Chairman.

At the first regular meeting in the month of December, following a general election in which county officers are elected, the Board shall conduct the following business:

- Approve the Minutes of previous meeting(s);
- Recognize outgoing Commissioners;
- Administer oath of office to new Commissioners;
- Elect Chairman and Vice Chairman;
- Recognize outgoing Chairman;
- Approve bonds for public officials;
- Approve Consent Agenda items as well as any necessary items of business.

Rule 5 Election of Chairman and Vice Chairman

The Chairman and Vice Chairman shall be elected annually for a term of one year and shall not be removed from that office unless he/she becomes disqualified to serve as a Commissioner or resigns from said position.

IV. REGULAR /SPECIAL /EMERGENCY MEETINGS

Rule 6 Regular Meetings:

- First Monday of the Month at 9:00 AM
- First Thursday of the Month at 8:30 AM as an Agenda Session
- Third Monday of the Month at 6:45 PM

If a regular meeting falls on a holiday on which county offices are closed, the meeting shall be held on the next business day or such succeeding day as may be specified by the Board of Commissioners. (Note: The Board of Commissioners adopts its regular meeting schedule at its first regular meeting in December. The schedule is posted on the county website).

A public comment period shall be the first item of business at the 3rd Monday of the month meeting. Comments shall be limited to three minutes per person and the Board of Commissioners may adopt other rules for the conduct of the public comment period.

Meetings of the Board are held in Room 118, Cumberland County Courthouse, 117 Dick Street, Fayetteville, NC, unless otherwise specified by the Board of Commissioners.

The Board may change or cancel the time or place of a particular regular meeting by motion adopted and posted on the courthouse bulletin board on the lower level of the courthouse and on the front door of the courthouse at least seven days before the change takes place. Notice of change must be sent to the County Sunshine List.

Special Meetings

The Chairman or a majority of the Board of Commissioners may at any time call a special meeting of the Board of Commissioners by signing a notice stating the time and place of the meeting and the subject(s) to be discussed. Forty-eight hours notice must be given. The Clerk shall cause the notice to be posted on the courthouse bulletin board on the lower level of the courthouse and on the front door of the courthouse, and placed on the desk and/or emailed or faxed to each commissioner and mailed, e-mailed or faxed to the Sunshine List. Only the item(s) specified in the Special Meeting Notice may be transacted, unless all members are present or those not present have signed waivers.

Emergency Meetings

The Chairman or a majority of the Board of Commissioners may call an emergency meeting to deal with an unexpected circumstance requiring immediate consideration. The person or persons calling the meeting shall cause notice of the meeting to be given to other Commissioners and the Sunshine List. Notice shall be given either by telephone or by the same method used to notify commissioners and shall be given immediately after notice has been given to the commissioners. Only business connected with the emergency may be discussed at the meeting, pursuant to G.S. 143-318.12(b)(3).

Work Sessions, Retreats, Committee Meetings

The Board may schedule work sessions, retreats, forums, conventions, committee meetings, and other informal meetings of the Board or of a majority of its members at such times and concerning such subjects as may be established by the Board. A schedule of such meetings held regularly shall be filed in the same place and manner as the schedule of regular meetings. Any meetings not held regularly are considered to be special meetings and the 48-hour rule of notice applies and notice shall be given as for special meetings.

Sunshine List

Any individual and/or newspaper, wire service, radio station and television station desiring notice of all special/emergency meetings shall file a written request with the Clerk to the Board of Commissioners on an annual basis (December of each year). Requests made by persons other than the media are subject to a \$10.00 non-refundable annual fee. Requests by media are not subject to a fee.

Rule 7 Location of Meetings

All meetings shall be held within the boundaries of Cumberland County, except as otherwise allowed by statute or herein.

A joint meeting with the governing board of any other political subdivision of this or any other state may be held within the boundaries of either subdivision as may be specified in the call of the meeting. Proper notice of the meeting shall be given. At any such joint meeting, the Board reserves the right to vote as a separate Board on all matters coming before the joint meeting.

Rule 8 Broadcasting /Recording of Meetings

Regular commissioners' meetings, except those designated as Agenda Sessions, ~~are cablecast live on Time Warner Cable.~~ will be streamed live through the County's website and meetings will also be broadcast live on Fayetteville/Cumberland Educational TV (FCETV), Spectrum Channel 5. In addition, any radio or television station may broadcast all or any part of an official Board meeting. The County may adopt reasonable rules concerning the set up of these media in broadcasting or taping the meetings.

V. AGENDA

Rule 9 Agenda

The County Manager shall prepare the agenda for each regular, special or emergency meeting. A request to have an item of business placed on the agenda for a regular meeting which is not an Agenda Session should be received by the County Manager's Office by the close of business of the second Thursday preceding

the regular meeting day, and for an Agenda Session, the second Wednesday preceding the day of the Agenda Session. Any Commissioner may, by a timely request, have an item placed on the agenda. Other requests to place an item on the agenda shall be at the discretion of the County Manager.

The agenda packet shall include the agenda document, any proposed ordinances or resolutions and supporting documentation and background information relevant to the items on the agenda. For a regular meeting that is not an Agenda Session, the agenda packet shall be available and uploaded to the County's website no later than the Thursday prior to that meeting. For an Agenda Session, the agenda packet shall be available and uploaded to the County's website no later than the Friday prior to that Agenda Session. The County Manager may propose a consent agenda as part of the main agenda. The consent agenda may include those routine items of business that do not normally involve debate to include but not limited to:

- Approval of Minutes;
- Approval of Budget Revisions;
- Approval of Declaration of Surplus Property;
- Approval of granting right-of-way easements to NC DOT on county owned properties;
- Approval of Proclamations/Resolutions;
- Approval of adding streets to the NC DOT Road System for maintenance; and
- Other items as deemed appropriate by the County Manager.

Any member of the Board may ask questions about a consent agenda item or transfer it to the regular agenda.

The Board may by unanimous vote of all of the members present add an item to the agenda.

The agenda with packet information will be published on the County's website.

Actions taken by the Board and Minutes of Board meetings will be published on the website.

VI. CONDUCT OF DEBATE

Rule 10

Powers of the Chairman

The Chairman shall preside at all meetings. In the absence of the Chairman, the Vice Chairman shall preside. In the absence of the Vice Chairman, the Board may appoint someone to preside at the meeting.

The Chairman shall have the following powers:

- Rule on points of parliamentary procedure;
- Determine whether a speaker has gone beyond reasonable standards of courtesy in his/her remarks and to entertain and rule on objections from other members on this ground;
- Call a brief recess at any time; and
- Adjourn in an emergency.

The Chairman shall be a voting member of the Board. He/she may make and second a motion.

Rule 11 Action by the Board

The Board shall proceed by motion. A second to the motion is required in order for discussion to ensue. A motion shall be ruled dead by the Chairman if a second is not received within a reasonable period of time.

Rule 12 One Motion at a Time

A Commissioner may make only one motion at a time.

Rule 13 Substantive Motion

A substantive motion is out of order while another substantive motion dealing with another subject is pending.

Rule 14 Substitute Motion

A substitute motion or amended motion dealing with the same subject matter as the original substantive motion shall be acted upon prior to action on the original motion. A substitute motion must be germane to and may not be the opposite of the original motion.

Rule 15 Debate

The Chairman shall state the motion and open the floor for discussion, following a second to the motion.

Rule 16 Adoption by Majority Vote

A motion shall be adopted if approved by a majority of the votes cast. Votes shall be recorded in the Minutes.

Rule 17 Procedural Motions

In addition to substantive motions, the procedural motions listed below in order of priority, and no others, shall be in order:

- Motion to adjourn. This motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter. A motion to adjourn is not debatable.
- Motion to recess.
- Motion to follow the agenda. The motion must be made at the first reasonable opportunity or it is waived.
- Motion to suspend rules. This motion requires a two-thirds vote of the members present.
- Motion to divide a complex motion and consider it by sub-parts.
- Motion to defer consideration. A substantive motion whose consideration has been deferred expires unless a motion to revive consideration is adopted within one hundred days.
- Motion to call the previous question. This motion is not in order until there has been at least ten minutes of debate and every member has had one opportunity to speak.
- Motion to postpone to a certain time and/or day.
- Motion to refer to committee. Sixty days after a motion has been referred to a committee, the introducer may compel consideration of the measure by the entire Board, regardless of whether the committee has reported back to the Board.
- Motion to amend. An amendment to a motion must be germane to the subject of the main motion. A motion to amend must receive a second. Any amendment to a proposed ordinance must be presented in writing.
- Motion to revive consideration. This motion is in order at any time within one hundred days of a vote deferring consideration.
- Motion to reconsider. This motion must be made at the same meeting where the original vote was taken and by a member who voted with the prevailing side. It cannot

interrupt deliberation on a pending matter, but is in order any time before adjournment.

- Motion to prevent reconsideration for six months. This motion shall be in order only immediately following the defeat of a substantive motion. It requires a vote equal to a quorum and is valid for six months or until the regular election of county commissioners, whichever comes first.

Rule 18 Renewal of Motion

A defeated motion may not be renewed at the same meeting.

Rule 19 Withdrawal of a Motion

The maker of a motion may withdraw it at any time before the Chairman puts it to a vote.

Rule 20 Duty to Vote

It is the duty of each member to vote unless excused by a majority vote according to law. The Board may excuse members from voting on matters involving their own financial interest or official conduct. A member wishing to be excused from voting shall so inform the Chairman who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.

The effect of a tie vote is that the motion did *NOT* carry.

Rule 21 Prohibition of Secret Voting

No vote may be taken by secret ballot. The Clerk shall record the vote of each member in the minutes.

Rule 22 Action by Reference

The Board of Commissioners shall not deliberate, vote or otherwise act on any matter by reference to an agenda, or document number unless copies of the agenda or documents being referenced are available for public inspection at the meeting and are so worded that people at the meeting can understand what is being discussed or acted upon.

Rule 23 Introduction of Ordinances

A proposed ordinance shall be deemed introduced at the first meeting where it is on the agenda, regardless of whether it is actually considered by the Board, and the introduction shall be recorded in the Minutes.

Rule 24 Adoption, Amendment or Repeal of Ordinances

To be adopted at the meeting where it is first introduced, an ordinance must be adopted by UNANIMOUS vote with all members present. If the ordinance is not approved unanimously it must come before the Board for a second reading anytime within 100 days of its introduction. It may then be adopted by majority vote. (EXCEPTION: A Budget Ordinance, Bond Order or any ordinance requiring a public hearing before adoption may be adopted at any meeting by majority vote at which a quorum is present). Note: A FRANCHISE ORDINANCE must be adopted at two regular meetings.

Rule 25 Quorum and Attendance by Teleconference

A majority of the Board shall constitute a quorum. The number required for a quorum is not affected by vacancies. A quorum is determined at the beginning of a meeting and is not broken by a Commissioner subsequently leaving. A member for whom the Chairman announces at the beginning of the meeting has an excused absence, may attend the meeting and vote by teleconference, provided that, the excused member has notified the Clerk to the Board in sufficient time for the Clerk to have the teleconference set up at the meeting. A member attending by teleconference shall count for purposes of establishing a quorum and the member's vote on each matter shall be recorded in the minutes.

Rule 26 Public Hearings

For all public hearings except those held for rezoning cases and those conducted as quasi-judicial proceedings, ~~The~~ the time limit for each speaker ~~at public hearings~~ shall be three minutes. ~~Except, For~~ for public hearings on rezoning cases, the total time limit shall be ten minutes for the proponent side and ten minutes for the opponent side, ~~(broken up into three minutes for each speaker or five minutes for a speaker representing a group, and If there is only one speaker, he/she may use five minutes).~~ For any public hearing conducted as a quasi-judicial proceeding, those persons for whom the Board has found standing to speak shall be allowed sufficient time to present relevant and material

testimony. Persons desiring to speak at a public hearing must register with the Clerk prior to commencement of the meeting.

The Board of Commissioners reserves the right to limit the length of public hearings to avoid redundant or repetitive comment or testimony.

Rule 27 Minutes

Minutes shall be kept of all board meetings and all committee meetings.

Rule 28 Appointments – a County Commissioner vacancy, a Register of Deeds vacancy and a vacancy in the Office of the Sheriff

The Board shall fill county commissioner vacancies in accordance with G.S. 153A-27. A Register of Deeds vacancy shall be filled in accordance with G.S. 162-5. A vacancy in the Office of the Sheriff shall be filled in accordance with G.S. 162-5.

Rule 29 Appointments – Boards/Committees

The Board of Commissioners appoints citizens to serve on various boards/committees within the County. The procedure for making appointments shall be:

- All members appointed to a board/committee must maintain residence in Cumberland County.
- All appointments will be made in accordance with the Statute or Ordinance that created the board or committee, if applicable.
- No citizen may serve more than two appointed positions simultaneously or more than one appointive position if holding an elective position.
- No citizen may serve more than two consecutive terms on any board/committee (must be off at least one year before returning to board/committee). **Note:** the Board of Commissioners reserves the right to waive this requirement, based on special circumstances.
- If a person is appointed to serve an unexpired term, and serves less than half of the full term, he/she is eligible to serve two full terms. If the person serves more than half of the full term, that is considered to be one full term, and the person may only serve one additional full term.

- Unless otherwise provided by Statute, the Board of Commissioners may remove any appointee for cause, which may include chronic non-attendance at board/committee meetings.
- Appointee must uphold County policies pertaining to the work of the committee and comply with the County Code of Ethics.
- The Board of Commissioners will ordinarily nominate to fill vacancies at one meeting and appoint at the next meeting.
- The Board of Commissioners will accept recommendations for vacancies but is under no obligation to follow those recommendations.
- The Clerk's office maintains an applicant list for boards/committees; however, the Board may nominate/appoint someone who is not on the applicant list.
- Once the official appointment has been made, the Clerk's office will notify the person appointed, forwarding any necessary information to that person. Upon confirmation from the appointee of acceptance of the appointment, the Clerk's office will notify the board/committee of the appointment.
- Applications for appointment to boards/committees are available in the Clerk's office and also on the County's website <http://www.co.cumberland.nc.us>.

Rule 30 Changes to Rules of Procedure

The Board may change these rules of procedure upon a vote of two-thirds of the entire membership of the Board. Changes shall be effective at the next regular meeting.

Suspension of the Rules shall require a two-thirds vote of the members present.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 1/30/2019

SUBJECT: POLICY GOVERNING PURCHASE OF TICKETS OR TABLES FOR COMMISSIONERS' ATTENDANCE AT LOCAL EVENTS

Requested by: BOARD OF COMMISSIONERS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

At its January 3, 2019, Agenda Session, the Board of Commissioners directed that that Commissioners Adams and Keefe serve as a committee to recommend a policy governing the purchase of tickets or tables for the use of commissioners to attend local events sponsored by community organizations for the consideration of the full board at its February 7, 2109, Agenda Session. Commissioners Adams and Keefe discussed their recommendation with the County Attorney.

RECOMMENDATION / PROPOSED ACTION

Commissioners Adams and Keefe recommend the Board adopt the following resolution to establish a policy governing the purchase of tickets or tables for the use of commissioners to attend local events sponsored by community organizations:

Be it resolved, the Board of Commissioners finds that commissioners' attendance at local events sponsored by our community's non-profit organizations and public institutions serves the public purpose of enhancing the county's mission to provide excellent customer service to its citizens in a fiscally responsible manner.

To that end, commissioners are encouraged to attend such local events as elected officials of Cumberland County.

In order to offset the cost to commissioners of attending such events, funds which are appropriated for this purpose in the annual budget may be used to purchase or reimburse the purchase of tickets for a commissioner and one guest of that commissioner to attend such local events.

For local events for which tables are offered instead of individual tickets, the Chair of the Board is authorized to approve the purchase of a table for the use of commissioners and their invited guests, provided that at least three commissioners express their intent to attend the event.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 1/30/2019

SUBJECT: REVISIONS TO THE TRAVEL POLICY GOVERNING TRAVEL BY COMMISSIONERS

Requested by: BOARD OF COMMISSIONERS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

At its January 3, 2019, Agenda Session, the Board of Commissioners directed that Commissioners Adams and Keefe serve as a committee to recommend any changes to the policy governing travel by commissioners. Commissioners Adams and Keefe discussed their recommendation with the County Attorney.

RECOMMENDATION / PROPOSED ACTION

Commissioners Adams and Keefe recommend the Board adopt the following resolution to state the finding of the public purpose for travel on county business without any further changes to the existing travel policy applicable to commissioners:

Be it resolved, the Board of Commissioners finds that commissioners' efforts to learn about county government, improve leadership skills, discover new ideas about ways to offer county services and programs, see programs and facilities in place in other communities, and be the best commissioners that they can be, serves the public purpose of enhancing the county's mission to provide excellent customer service to its citizens in a fiscally responsible manner.

To that end, commissioners are encouraged to travel to state and national conferences,

receive training from the N.C. Association of County Commissioners and the UNC School of Government and undertake any other efforts that they believe will enhance their abilities to be county commissioners serving the citizens of Cumberland County.

The Board further finds that any such travel undertaken by commissioners for these purposes constitutes county business, and funds which are appropriated for this purpose in the annual budget may be used to pay for or reimburse commissioners for travel undertaken in furtherance of these purposes in accordance with the county's travel policy applicable to commissioners.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 1/30/2019

**SUBJECT: POLICY ESTABLISHING THE MINIMUM OFFER TO BE ACCEPTED
FOR THE SALE OF SURPLUS REAL PROPERTY**

Requested by: BOARD OF COMMISSIONERS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

At the January 3, 2019, Agenda Session, the County Attorney presented information concerning the bid process used for the sale of surplus real property. This information was originally requested by Commissioner Keefe as a Policy Committee item. The Board directed that the County Attorney work with Commissioner Keefe to develop a proposed minimum bid policy to be presented at the February 7, 2019, Agenda Session. Commissioner Keefe and the County Attorney discussed the proposal.

The proposed policy is intended to accomplish two objectives. First, it is to bring the tax value in line with the market value since these properties have not been reviewed in the past because they are exempt from taxation. The County Attorney confirmed with the Tax Administrator that the tax office can review the surplus properties annually. Second, some of these properties simply will not sell for the amount of the foreclosure judgment lien because it is more than the tax value or the market value and in order to get those properties back on the tax roll it is necessary to reduce the minimum offer required. It will be necessary to for the county to stop paying the other municipalities' taxes in order to do that and strictly follow the statutory mechanism for purchasing these properties at the foreclosure sale and reselling them. That is the reason for #2 in the policy below.

RECOMMENDATION / PROPOSED ACTION

With the concurrence of Commissioner Keefe, the County Attorney recommends the following policy governing the minimum amount of an offer necessary to commence the upset bid process for the sale of surplus real property:

1. The Board of Commissioners requests the tax office to review all surplus real property annually and adjust the tax value through the informal appeal process as determined by the review.
2. For foreclosures commenced after the effective date of this policy in which the county becomes the purchaser, the Board of Commissioners elects, pursuant to N.C.G.S. § 105-376(b), to pay only that part of the purchase price that would not be distributed to it and other taxing units on account of taxes, penalties, interest, and such costs as accrued prior to the initiation of the foreclosure action; and the county shall hold the property for the benefit of all taxing units that have an interest in it.
3. The resale of properties acquired by the county through tax foreclosures shall be in accordance with N.C.G.S. § 105-376(c).
4. For the first five years after a property acquired by the county through a tax foreclosure is designated as surplus property, the minimum offer to be accepted for consideration by the Board of Commissioners shall be the amount of the foreclosure judgment or the tax value, whichever is less.
5. After five years on the surplus list, the minimum offer to be accepted for consideration by the Board of Commissioners shall be the estimated cost of advertising for the upset bid process, but not less than \$300.



ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 1/29/2019

**SUBJECT: DRAFT PERFORMING ARTS CENTER (PAC) FEASIBILITY STUDY
REQUEST FOR PROPOSAL (RFP) AND PROPOSED TIMELINE**

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER

BACKGROUND

On October 18, 2018 the Board of Commissioners held a meeting in order to update the capital planning model and planning priorities. At that meeting, the Board decided to prioritize the economic and feasibility study for a performing arts center. In support of the priority, the Board appropriated \$300,000 for the study.

Management and Finance have researched various facilities across the country and their approach to such a study. The result is the draft RFP and proposed timeline included in this packet.

The objective with the draft RFP is to obtain a thorough study that provides the Board of Commissioners a solid foundation for future PAC decisions. The proposed timeline seeks to provide consultants with an appropriate amount of time in which to craft their RFP response.

Management is proposing the Chair of the Board of Commissioners appoint three members of the Board to sit as an evaluation team to:

- review all responsive proposals,
- interview the top three proposers,
- and make their recommendation to the full Board at the August 1, 2018 agenda session meeting.

The County Manager and Assistant County Manager for General Government and Stewardship will provide

staff assistance to the evaluation team.

Management is seeking a consensus on the proposed timeline at the February 7 Agenda Session meeting.

In addition, the draft RFP is provided for Board review. Management is seeking input on the draft RFP with comments and suggestions forwarded to Vicki Evans, Finance Director by the end of day Wednesday February 20, 2019. An updated draft RFP (with tracked changes) will be distributed on March 1, 2019 with the publication of the March 7 Agenda Session meeting agenda.

RECOMMENDATION / PROPOSED ACTION

- Provide direction for proposed timeline on RFP process for PAC Feasibility Study for the timeline to be incorporated into the Draft RFP.
- The proposed RFP incorporating Board of Commissioner changes will be on the March 7 Agenda Session meeting agenda.

ATTACHMENTS:

| Description | Type |
|-------------------|-----------------|
| Proposed Timeline | Backup Material |
| Draft RFP for PAC | Backup Material |

PROPOSED TIMELINE FOR RELEASING/REVIEWING/AWARDING PAC FEASIBILITY STUDY RFP

| | | |
|--|----------------------------|----------------|
| Agenda Session - Draft RFP presented | pre-scheduled meeting date | 2/7/2019 |
| Commissioners to send (email or hard copy) proposed changes to Vicki Evans | 13 days | 2/20/2019 |
| Agenda Session - review RFP with track changes/recommend approval to full Board | pre-scheduled meeting date | 3/7/2019 |
| Board approval of RFP | pre-scheduled meeting date | 3/18/2019 |
| Post RFP / Run in newspaper | 7 days | 3/22/2019 |
| Deadline for vendor questions | 7 days | 3/29/2019 |
| Staff deadline to respond to vendor questions | 7 days | 4/5/2019 |
| Proposals due | 60 days | 5/21/2019 |
| Purchasing reviews for responsiveness | 1 day | 5/22/2019 |
| Evaluation team independently reviews responsive proposals Legal review of proposed contracts | 15 days | 5/23-6/7/2019 |
| Legal to present findings to evaluation team | 1 day | 6/10/2019 |
| Evaluation team meets to select top 3 for interviews/determines interview questions/staff schedule interviews with chosen vendors (deadline) | 1 day | 6/10/2019 |
| Evaluation team interviews selected vendors | 4 work days | 6/18-6/21-2019 |
| Evaluation team scores | @conclusion of interviews | 6/21/2019 |
| Agenda Session - Evaluation team makes recommendation of contract award | pre-scheduled meeting date | 8/1/2019 |
| Board approval of contract award | pre-scheduled meeting date | 8/5/2019 |
| Contract execution | 9 work days | 8/6-8/16/2019 |
| Feasibility study begins | | 8/19/2019 |



COUNTY OF CUMBERLAND, NORTH CAROLINA

Request for Proposal (RFP) #: 19-11-CTY

Performing Arts Center (PAC) Feasibility Study and Business Plan

Date of Issue: [Insert Date]

Deadline for emailed Notice of Intent: [Insert Date]

Deadline for Proposal Questions: [Insert Date]

Deadline for Proposals/Proposal Opening Date: [Insert Date]

At [HH:MM AM/PM] ET

Direct all inquiries concerning this RFP to:

Amanda Bullard

Purchasing Manager

Email: CumberlandPurchasing@co.cumberland.nc.us

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

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DRAFT

1.0 PURPOSE AND BACKGROUND

The County of Cumberland seeks qualified firms or individuals to conduct a market analysis/feasibility study for a Performing Arts Center in Cumberland County, North Carolina. The study shall include market, operational, financial, economic and social impact analyses of a facility that will house spaces for performance theater(s), administrative office(s), meeting room(s), and may also include studio spaces, rehearsal spaces, kitchen facilities, and more. The purpose of the study is to analyze then determine whether a new facility is feasible, and if so, the appropriate size and location of such facility along with a determination regarding the use or destruction of existing theater and arena facilities. The study should provide estimates of capital and operating costs and potential revenues. A comprehensive analysis and recommendations reflective of current facts and conditions, as well as future planning considerations with respect to the project are needed.

Cumberland County (population 329,824) is in the southeast section of North Carolina and covers approximately 652 square miles. The most recent population estimates from the Office of State Budget and Management rank the County as the fifth largest county in the State. The county is home to Fort Bragg, the most strategically advanced military installation in America. As a result, Cumberland County residents originate from all around the world. The City of Fayetteville is the sixth largest municipality in the State with a population of 208,729.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the Vendor is encouraged to submit these items in the form of a question before the deadline for proposal questions in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested.

2.2 PROPOSAL SUBMITTAL

| Proposal Delivery | |
|---|--|
| PAC Feasibility Study and Business Plan RFP# 19-11-CTY | |
| Mailing Address Cumberland County Finance Department Attn: Amanda Bullard, Purchasing Manager PO Box 1829 Fayetteville, NC 28302 | Physical Address Cumberland County Finance Department Attn: Amanda Bullard, Purchasing Manager 4 th Floor, Room 451 Fayetteville, N.C. 28301 |

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline regardless of the method of delivery. All risks of late arrival due to unanticipated delay is entirely on the Vendor. **It is the sole responsibility of the Vendor to have the proposal to the Cumberland County Finance Department by the submission deadline.** Any proposal received after the proposal submission deadline will be rejected.

- a) Submit **one (1) signed, original executed** proposal response, nine (9) photocopies, one (1) electronic copy on thumb drive.
- b) The electronic copies of your proposal must be provided on a thumb drive. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/VProposals/SearchResults.aspx>. Vendors shall submit a notice of intent to propose by email to CumberlandPurchasing@co.cumberland.nc.us to receive addendums by email. The deadline for the emailed Notice of Intent is **[Date, Time]**.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to CumberlandPurchasing@co.cumberland.nc.us by **[Date, Time]**. Vendors should enter “**PAC Feasibility Study and Business Plan RFP 19-11-CTY Questions**” as the subject in the email. Questions will not be answered by phone. Questions should include a reference to the applicable RFP section.

Questions received prior to the submission deadline, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service site, <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/default.aspx> and shall become an Addendum to this RFP. Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors shall not contact any other County employees or other individuals, except those listed above, during the entire proposal process. Vendors who contact any other County employee may be disqualified.**

Questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required for all vendors to submit a responsible proposal, may be answered at the County’s discretion after the specified date and time. Such questions received after the deadline are **not** guaranteed a response; and if any question qualifies as “minute in nature,” it shall be determined at the sole discretion of the County.

2.4 RFP TERMS & CONDITIONS

It shall be the Vendor’s responsibility to read the instructions, the County’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and to comply with all requirements and specifications herein. Vendors are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor’s proposal shall constitute a firm offer.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person outside of the County Finance Department. A Vendor not in compliance with this provision may be disqualified from contract award.

CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, unless the Vendor has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing. Vendor’s notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a “trade secret” as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a “trade secret” covered by the Act, it will notify the Vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor’s submission of a proposal after receipt of this notice from the County Finance Department shall be deemed to be acceptance of the County Finance Department’s statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify Vendor of that determination. Any proposal marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of Vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential to a straightforward and concise description of Vendor capabilities to satisfy the requirements of the proposal specifications.

Vendors may include any optional data not provided for elsewhere and considered to be pertinent to this proposal as an addendum to the proposal.

Vendors are encouraged to read the RFP completely through as noncompliance with requirements may result in proposal rejection. Section 4.0 requirements and requests for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow, and all sections should be easily identified.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County reserves the right to reject any and all responses.

3.4 EVALUATION CRITERIA

All responses to this RFP will be evaluated based on the criteria listed below. After evaluating all submissions, the Board of County Commissioners, at the request of the Evaluation Committee, may ask some or all respondents to submit supplemental information or to participate in interviews.

Evaluation Criteria:

1. Understanding of the project and proposed strategies to communicate with local stakeholders and accurately assess community interests.
2. Cost effectiveness and affordability of the proposed fee and ability of the consultant to maximize use of funds allocated for the study.
3. Qualifications of personnel, approach to deliverables, and quality of recommendations.
4. Relevant experience in undertaking projects of similar scope, complexity, importance and value, and lessons learned to be applied to this project.
5. Quality and clarity of proposal.

4.0 SCOPE OF WORK & PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

The scope of work consists of the following phases and description of deliverables (A - C).

A. Phase I – Feasibility Study

1. Review existing community archives, assets, studies, reports and strategic plans.
2. Cumberland County Region Market Analysis
 - a. Conduct a demographic and market analysis of the Cumberland County region.
 - b. Conduct an economic and social impact analysis of the market. Assess the current economic environment in Cumberland County and address the potential for changes in business and tourism revenue, business profits and jobs as a result of a proposed facility. Additionally, assess the existing community in order to project how the proposed facility may affect populations, groups, and neighborhoods. Analyze the intended and unintended social consequences of a proposed facility.
 - c. Assess the use of current arts, performing arts, and cultural facilities, their approximate functionality and their locations, including formal and informal networks, organizations and groups without a permanent facility.
 - d. Analyze the impact of a Performing Arts Center on current venues including local entertainment centers and convention and meeting spaces and the Cumberland County Civic Center Complex.
 - e. Develop a vision(s) for the venue and what programming will be provided through the venue and the user groups in these particular scenarios.
 - f. Identify potential users, including artists and cultural organizations, community and educational groups, families and audiences.
3. Current Trends and Impact Analysis in Other Communities
 - a. Assess current trends and future projections in Performing and Visual Arts Centers including industry definitions, industry growth/decline, trends and analysis.
 - b. Review existing facilities in the region including present and future bookings to understand market absorption, maximum practical capacity and gaps in services and their impact on existing cultural facilities in their communities.
 - c. Produce business reports that include factors such as level of support, amenities, location, space availability, etc., and their impact on existing facilities and organizations.
4. Community Engagement in Cumberland County Region
 - a. Meet with business leaders, elected officials and other major stakeholders to gain insight into community support and need.
 - b. Host forums, meetings and/or discussions with professionals in the arts sector, and visual and performing artists, to gain insight into the needs of the arts sector.
 - c. Conduct focus group(s) and a minimum of two strongly publicized public events to assess community interest and support.
 - d. Conduct surveys to further assess interest of audiences, donors and participants.
 - e. For items 4a-4e, emphasis should be placed on engaging with and getting input from all stakeholders throughout the County.
5. Facility and Site Assessment
 - a. Identify technical and industry requirements and costs for this type of facility. Such data may include number of seats, square footage, etc.
 - b. Develop site selection criteria to be used in future site selection.
 - c. Identify potential site locations and related costs within Cumberland County and provide the pros and cons associated with each of the potential locations.

B. Phase II –Business Plan

1. Operational Analysis

- a. Develop a business pro forma that includes projected capital and operating costs as well as revenue projections associated with the facility.
- b. Propose recommendations procurement process for operational management of facility.
- c. Provide impact analysis on existing organizations.
- d. Provide a minimum of three case studies of comparable facilities in like-sized communities.

2. Financial Analysis

- a. Develop initial fundraising plan for capital and operational costs, including public and private contributions and investments, grants, and other funding sources. The plan should be a roadmap that provides direction on a strong plan for raising funds and the building of an endowment to support the proposed facility. The key question begins with feasibility – what level of fundraising and what size endowment is realistic and possible in the Cumberland County market and what kind of facility will it support? The plan does not need to be highly detailed, but it should reflect the availability of potential and realistic sources of funding both in and outside of the Cumberland County region.
- b. Develop endowment and long-term sustainable operational funding plan.
- c. Provide the projected economic benefit to the community factoring in sales tax, local occupancy tax, and food and beverage tax.
- d. Identify existing and new revenue streams to support the project.
- e. Propose an effective Marketing Strategy to support the programming. The marketing strategy should focus on top-level approaches – an outline of an effective marketing plan to serve the proposed scope and function of the facility, considering the community and proven methods for success in Cumberland County.

C. Description of Deliverables

1. A project work schedule and timetable for each phase through final presentation.
2. Monthly emailed status updates to Melissa Cardinali, Assistant County Manager for General Government and Stewardship.
3. Summary analysis of community engagement forums and surveys (public and stakeholders).
4. Executive Summary of study.
5. Comprehensive study.
6. On-site presentation of feasibility study and business plan.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The Vendor's proposal must include the required information below. Failure to submit this information may render its proposal non-responsive.

A. Proposal Content

1. Signed cover letter with Vendor name, primary contact person and contact information.
2. Company profile specifying experience working on similar projects.
3. Methodology of how the Vendor will meet the scope of work as outlined in this RFP.
4. Timeline for completed tasks.
5. All-inclusive fees, broken down for Phase I, Phase II and projected per-trip consultation beyond Phases defined in the RFP.
6. References (minimum of three, maximum of five) with full contact information (Company Name, Point of Contact Name, Phone Number and Email Address) and summary of the project conducted for the reference.
7. Proposed contract.
8. Copy of similar study conducted by the Vendor.

B. Proposal Guidelines

1. Vendors should strive to only provide the information requested in 4.2 A, to ensure proposals are clear, concise and organized.
2. Font size may not be less than 11 point.
3. Proposal sections should be titled and ordered as specified above in 4.2 A 1 - 8.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in NCGS 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the County Treasurer pursuant to NCGS 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the County.

5.2 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.

5.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the County and Vendor.

5.4 CONTRACT TERM

The Contract shall have a term of [written number (x)] months, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within [written number (x)] business days of the Effective Date.

5.5 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

5.6 INVOICES

- a) Invoices must be submitted to the following address:

Cumberland County Finance Department
Attention: Purchasing
PO Box 1829
Fayetteville, NC 28302

- b) Any applicable taxes shall be invoiced as a separate item.

5.7 PAYMENT TERMS

The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by the County.

5.8 FINANCIAL STABILITY

Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the Board of County Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30.

5.10 GENERAL INDEMNITY

The Vendor shall hold and save the County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor goods or services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.11 ENTIRE CONTRACT

This contract constitutes the entire understanding of the parties. In the event of a conflict between the County's contract terms and the Contractor's contract terms, the County's terms shall be the overriding determining factor.

5.12 CONTRACT CANCELLATION

The County may terminate this contract at any time by providing 30 days' notice in writing from the County to the Vendor. If the contract is terminated by the County as provided in this section, the County shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.

5.13 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.14 COMPLIANCE WITH LAWS

Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.15 VENDOR REPRESENTATIONS

Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the County under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

Vendor certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide services on this project, of which Vendor has knowledge.
- b. Had any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against Vendor during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the Vendor performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if requested by the County.

The County may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the County may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the COUNTY OF CUMBERLAND we solicit your cooperation in this effort. All copies of the proposal are to be printed double sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to NCGS 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **TABULATIONS:** Proposal tabulations and copies of the awarded proposal can be electronically retrieved at the Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/default.aspx>.
9. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the COUNTY OF CUMBERLAND will not reimburse any Vendor for any costs incurred.
11. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address and telephone number of the person(s) with authority to bind the Vendor, answer questions, and/or provide clarification concerning the proposal.
12. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any monies payable under the Contract without prior written consent of the County.

If the Contractor proposes to subcontract work in this Project, the subcontractor and the activity in this Project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the Contractor.

The Contractor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by the subcontractor.

- 13. AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

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ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned Vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per NCGS 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- _____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact Vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- _____ This proposal was signed by an authorized representative of the Contractor.
- _____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ All labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- _____ Selection of a contract represents a preliminary determination as to the qualifications of the Vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required.

Failure to execute/sign Proposal prior to submittal shall render the Proposal invalid and it WILL BE REJECTED.

ATTACHMENT B: EXECUTION OF PROPOSAL (page 2)

| | | |
|--|----------------------|--------------------|
| VENDOR: | | |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & COUNTY & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | | FAX NUMBER: |
| VENDOR'S AUTHORIZED SIGNATURE: | DATE: | EMAIL: |

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ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of most recent audit: _____

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.
- ☐ The Vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Cumberland County Purchasing Manager within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER

DATE: 1/24/2019

**SUBJECT: PROFESSIONAL PROJECT MANAGEMENT SERVICES AGREEMENT
WITH THREAD CRAFT ENGINEERING, INC. FOR DISASTER
RECOVERY PROGRAMS**

Requested by: AMY CANNON, COUNTY MANAGER

**Presenter(s): DELORES TAYLOR, INTERIM COMMUNITY DEVELOPMENT
DIRECTOR**

BACKGROUND

Cumberland County Community Development requested proposals seeking firms to provide professional project management services for disaster recovery programs associated with Hurricane Matthew. These services outlined in the request for proposal are programs funded by the Community Development Block Grant Recovery Disaster Program (CDBG-DR) and the Disaster Recovery Act of 2017 (DRA-17). Three firms responded, one of those firms ultimately withdrew from consideration, and the most qualified firm was ranked and chosen by a selection committee.

Attached is a copy of the Professional Project Management Services Agreement between Cumberland County and Threadcraft Engineering, Inc. The projects will include the Community Development Block Grant – Disaster Recovery (CDBG-DR) funds which is allocated for the construction of the Permanent Supportive Housing Project (Robin's Meadow); DRA-17 program and the Hazard Mitigation Grant Program which will require mitigation and acquisitions. Threadcraft Engineering has submitted a proposal not to exceed \$366,652 for the project management services required to complete these projects. Funds for the CDBG-DR services are currently available.

RECOMMENDATION / PROPOSED ACTION

Staff requests to move this item forward to the full Board of Commissioners for approval as a Consent Agenda item at its regular meeting on **February 18, 2019** with these specific actions being requested:

1. Approval of the professional project management service agreement with Threadcraft Engineering, Inc and signature by the Chair of the Board of Commissioners.

ATTACHMENTS:

Description

Type

AGREEMENT WITH THREADCRAFT ENGINEERING, INC.

Backup Material

**PROFESSIONAL PROJECT MANAGEMENT SERVICES AGREEMENT
BETWEEN
COUNTY OF CUMBERLAND
AND
THREADCRAFT ENGINEERING, INC.**

THIS AGREEMENT, entered into this ____ day of _____, 2019 by and between the COUNTY OF CUMBERLAND (hereinafter called the COUNTY), a body politic and corporate of the State of North Carolina, and THREADCRAFT ENGINEERING, INC (hereinafter called TEI), a corporation in the State of North Carolina for the Project Management Services' provision of professional disaster recovery services.

WHEREAS, North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-124) requiring the NC Department of Commerce to transfer to the North Carolina Department of Public Safety - 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); and applied for received funding provided by the Disaster Recovery Act (DRA-17) of 2017 (S.L. 2017-119); and

WHEREAS, the COUNTY desires to engage TEI to provide project management services to support the implementation of the COUNTY's CDBG-DR and DRA 17 programs and TEI desires to provide such services to the COUNTY.

NOW THEREFORE, the parties agrees that TEI will assist the COUNTY to manage the Disaster Projects in Cumberland County and TEI shall provide the project management services in accordance with the terms and conditions of this Agreement and as described in this Agreement.

Scope of Services – Standards of Performance

TEI shall be responsible for the proper, accurate and adequate delivery of disaster recovery services. TEI understands that the COUNTY received funding for these Projects from the State Department of Commerce and Public Safety Division of Emergency Management to provide housing recovery to low moderate income citizens in Cumberland County.

TEI understands and agrees that it will comply with all HUD, CDBG-DR, Federal, State, and cross-cutting federal requirements as well as all local and other applicable federal rules, laws, regulations, ordinances and policies in accordance with this Agreement.

TEI 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.

TEI shall provide project management services for service delivery for the following disaster projects/programs as agreed upon in **Exhibit I**.

Project Management Services will include but not limited to coordinating activities of contractors, subcontractors, and other entities involved in completing the project; and

Assist County staff with support on project related issues as needed, included but not limited to status reports, schedules, exhibits and cost estimates upon request; and

Construction management services to review project development, bidding, contractors' insurance, contractors invoicing review/approval and inspecting construction phases to ensure compliance with applicable HUD CDBG-DR, DRA-17, State Hazard Mitigation Policy requirements; State, Federal and local laws; and

If applicable, any projects that requires Davis-Bacon and Section 3, collection of documentation will be required; and

Conduct inspections during the construction phase to ensure compliance with all applicable building standards; and

Manage all acquisitions, buyouts, demolitions and clearance activities to ensure compliance with all applicable federal requirements including Uniform Relocation Act, Tenant Assistance, Real Property Acquisition; State Hazard Mitigation Policy as applicable; and

Ensure all subcontract work is performed correctly and consistent with local, state and federal regulations; ensure eligible for reimbursement and approved the work.

County's Responsibilities

The COUNTY will furnish TEI 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 TEI services.

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

The COUNTY will enter into all contracts for repair, construction or other services for projects once procurement, bidding and awards recommendations are completed by TEI.

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

Payment of Services

The COUNTY will pay TEI for deliverable services on a monthly basis following receipt of TEI invoices showing detail reimbursable expenses. TEI 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.

TEI will not include Federal or State taxes on its invoices or statement of costs for grant fund reimbursement.

The COUNTY's agreement for services with TEI will not exceed **\$366,652**.

Progress Reports

TEI will submit regular monthly Progress Reports to the COUNTY in the form and content as required by the COUNTY. TEI will submit Budget Summary and Activity Summary Performance Reports to the COUNTY on a monthly basis. If TEI 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 1 of FEBRUARY, 2019 through JUNE 30, 2020. The COUNTY and TEI may mutually agree to extend the term of this Agreement by executing a written amendment.

Performance Monitoring

The COUNTY will monitor the performance of the TEI 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 TEI within fifteen (15) days after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

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. TEI will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. As an independent contractor, TEI 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 TEI employees, and the COUNTY will have, and assumes, no responsibility or liability therefore.

Hold Harmless

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

Workers' Compensation

TEI will provide and maintain Workers' Compensation Insurance for all of its employees involved in the performance of this Agreement. TEI 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

TEI 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, TEI will comply with the bonding and insurance requirements of 2 CFR 200.310 and 200.325. TEI 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.

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

Debarred / Suspended

TEI 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

TEI 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, TEI will include a reference to the support provided herein in all publications made possible with funds under this Agreement.

Amendments

The COUNTY or TEI 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 TEI from its obligations under this Agreement.

The COUNTY may, at its discretion, amend this Agreement to conform with Federal, State or local government guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by the written amendment signed by both County and TEI.

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. Partial termination of the Scope of Service in Paragraph 1A above may only be undertaken with the prior approval of the COUNTY.

In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by TEI under this Agreement will, at the option of the COUNTY, become the property of the COUNTY, and TEI 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 TEI 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 TEI ineligible for any further participation in the COUNTY's contracts, in addition to other remedies as provided by law. In the event

there is probable cause to believe TEI is in noncompliance with any applicable rules or regulations, the COUNTY may withhold up to TEN percent (10%) of said contract funds until such time as TEI is found to be in compliance by the COUNTY, or is otherwise adjudicated to be in compliance.

DOCUMENTATION AND RECORD-KEEPING

TEI 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

TEI 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 obligation under this Agreement has been met during the period of performance of this Agreement and following the completion of all closeout procedures, TEI will transmit all original files to the COUNTY for access purposes.

Client Data

TEI 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 TEI'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

TEI 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

TEI 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

TEI agrees to have an annual agency audit conducted in accordance with 2 CFR 200. If TEI does not meet the threshold requirements for an annual audit in accordance with 2 CFR 200 standards, TEI will have an annual audit conducted by an independent certified public accountant in accordance with generally accepted government auditing standards (GAGAS). All TEI 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 TEI within fifteen (15) days following audit/monitoring. Any deficiencies noted in monitoring reports must be fully cleared by TEI within thirty (30) days after receipt by TEI. Failure of TEI to comply with the above monitoring requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

PROCUREMENT

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

TEI will comply with COUNTY's 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. TEI shall include these obligations under this Agreement in its sub-contractors agreements.

CIVIL RIGHTS

1. Compliance

TEI 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 with Executive Order 11246 as amended by Executive orders 11375 and 12086.

2. Nondiscrimination

TEI 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. TEI 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 from training, including apprenticeship. TEI 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

TEI 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 TEI with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

4. EEO Statement

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

5. Subcontract Provision

TEI will include the provisions of Civil Rights 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**

TEI 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

TEI 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 TEI 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

TEI 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

TEI 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

TEI 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

TEI 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

TEI 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

TEI 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. TEI further covenants that in the performance of this Agreement no person having such a financial interest will be employed or retained by TEI 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

TEI 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 paragraph (6) 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.

Lobbying Certification

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

TEI 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

TEI 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.

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 the fiscal year. The COUNTY will give TEI 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* – \$2,000,000
- DRA 17 Project – *Up to 12 Residential* - \$1,903,500

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 **NC 180010 dated 1/5/2018 (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.

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 or 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: _____
COUNTY CLERK

BY: _____
JEANETTE COUNCIL, CHAIR, DATE

[COUNTY SEAL]

THREADCRAFT ENGINEERING, INC.

ATTEST:

BY: _____

BY: _____
JOSEPH THREADCRAFT, PRESIDENT, DATE

PRE-AUDIT CERTIFICATE:

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
Finance Director Date

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 _____ 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: _____



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 1/29/2019

**SUBJECT: REVISED MEMORANDUM OF AGREEMENT FOR DISASTER
RECOVERY ACT OF 2017 FOR HURRICANE MATTHEW RECOVERY**

Requested by: AMY CANNON, COUNTY MANAGER

**Presenter(s): TRACY JACKSON, ASST. COUNTY MANAGER FOR
ENVIRONMENTAL AND COMMUNITY SAFETY**

BACKGROUND

At the December 17, 2018, Board of Commissioners' Meeting, the Board approved revisions to a Memorandum of Agreement (MOA) for the Disaster Recovery Act of 2017 (DRA-17) with the North Carolina Department of Public Safety - Division of Emergency Management (NCDPS-DEM) and budget ordinance amendment #191048 for a grant award of \$1,903,500. On January 11, 2019, County Staff received notice from the Deputy State Budget Director that the Office of State Budget and Management (OSBM) is partnering with NCDPS-DEM to provide program management activities to expedite the provision of recovery services to disaster families and to help communities rebuild. In order to do extend services without further delay, OSBM is requesting that Cumberland County agree to a second revision of the MOA for DRA17.

The County Attorney and I have reviewed the most recent version of the MOA and believe the new version is more comprehensive and has greater flexibility than the last version.

Staff has met with representatives from OSBM, and they have toured homes of Hurricane Matthew victims with the greatest need in our area. OSBM is ready to move forward with appraisals and surveys for upwards of ten (10) residential properties with the intent to acquire these properties as part of a larger mitigation strategy.

Included with this memo is a copy of the previously approved MOA for DRA-17 and a copy of the proposed revisions submitted by OSBM.

RECOMMENDATION / PROPOSED ACTION

Staff requests the Board move this item forward to the February 18, 2019 Board of Commissioners' Meeting for approval as a Consent Agenda Item with the following requested action:

1) Approve the revisions to the DRA-17 MOA as requested by the North Carolina Office of Budget and Management

ATTACHMENTS:

Description

December BOC Approved DRA-17 MOA

OSBM DRA-17 Mark-up

Type

Backup Material

Backup Material

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

CUMBERLAND COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA#DRA5369-011
MOA Amount: 1,903,500

Tax ID/EIN#: 56-6001222
DUNS #:098235539

MOA Performance Period of Performance: December 1, 2018-December 31, 2023

This Memorandum of Agreement (“MOA”) is made this ____ day of _____, 2018, by and between Cumberland County (“County”), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT (“NCEM”). This MOA supersedes and replaces any prior agreement between the parties relating to funding provided by the Disaster Recovery Act of 2016 (S.L. 2016-214), 2017 (S.L. 2017-119), 2018 (S.L. 2018-5).

WITNESSETH:

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

WHEREAS, certain buildings, facilities, personal items and equipment owned or rented by residents in the County were damaged by floodwaters associated with the severe weather associated with Hurricane Matthew (hereinafter collectively referred to as the “storm survivors”);

WHEREAS, an expedited major disaster declaration from the President of the United States was granted on October 10, 2016 as FEMA-4285-DR-NC;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-214) requiring the NCEM to develop, implement and fund disaster assistance programs to meet the emergency sheltering and short-term housing needs of individuals affected by Hurricane Matthew and Tropical Storms Julia and Hermine;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2017 (S.L. 2017-119), which allows NCEM to provide housing and other support funding to storm victims;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2018 (S.L. 2018-5), which allows NCEM to provide housing and other support funding to storm victims; and

WHEREAS, pursuant to Executive Order No. 120, dated December 9, 2016, and the applicable statutes cited therein, including N.C. Gen. Stat. § 166A-19.41(d)(3), and subject to the terms and conditions of this MOA, NCEM will provide a grant to the County for the purpose of providing individual assistance to eligible storm survivors.

NOW THEREFORE, in consideration of the mutual promises contained herein, NCEM and the County agree as follows:

- I. SCOPE OF SERVICES:** Pursuant to the Disaster Recovery Act of 2016 (S.L. 2016-214), 2017 (S.L. 2017-119), 2018 (S.L. 2018-5) funds provided by this MOA may be used by the County for the following housing-related activities:
- a) Repair of owner-occupied low- to moderate-income housing not covered by Community Development Block Grant Disaster Recovery Program funding to include:
 - 1) Rehabilitation for homes including mobile homes with damages totaling less than 51% of its pre-disaster market or tax value,
 - 2) Reconstruction or mitigation-acquisition for homes with damages totaling 51% or more of pre-disaster market or tax value,
 - 3) Reimbursement to homeowners for out-of-pocket expenses to clean and repair (not upgrade) their homes following the disaster but prior to implementation of the Homeowner Recovery Program (these costs are only reimbursable if expended within two years of the disaster incident (October 8, 2018)),
 - 4) Replacement of mobile homes with damages totaling \$37,500 or more than 51% of pre-disaster market or tax value.
 - b) Repair of low- to moderate-income rental housing not covered by Community Development Block Grant Disaster Recovery Program funding.
 - c) Housing elevation, acquisition, and mitigation reconstruction for homes not covered by the Hazard Mitigation Grant Program.
 - d) State Acquisition Relocation funds, which enable homeowners to purchase homes outside the floodplain.
 - e) Flood insurance subsidies.
 - f) Temporary housing and/ or rental assistance for storm victims.

For the purposes of this Agreement, low- to moderate-income housing includes one-unit structures occupied by a low- to moderate-income household, and multi-unit structures where at least 50% of the units are occupied by low- to moderate-income households. A low- to moderate-income household is a household whose family income, based on the

number of people in the house, exceeds the minimum limits described in the Income Eligibility Table below, but which does not exceed \$84,260 per year. For the purposes of the DRA 2017 and DRA 2018 State Acquisition Relocation funds only, low- to moderate-income homeowners include households whose family income, based on the number of people in the house, does not exceed \$84,260 per year.

STATE DISASTER RECOVERY ACT ELIGIBILITY CRITERIA

| DRA Provision | Property Eligibility Criteria | Family Income Eligibility Criteria |
|--|---|--|
| 1. For repair of <u>owner-occupied</u> low- to moderate-income housing not covered by CDBG-DR Program funding. | Damage must total less than 51% of its pre-disaster market or tax value; an additional \$50,000 may be available if home is w/in the 100-year flood damage plain and has repairs exceeding the 50% substantial damage rule, and requires the home to be elevated as part of the rehabilitation. | a. CDBG-DR denial letter, or b. 2016 family income must fall within the income limits as noted in the Income Eligibility Table below |
| 2. For repair of low to moderate-income <u>rental housing</u> not covered by CDBG-DR Program funding. | Damage must total less than 51% of its pre-disaster market or tax value; an additional \$50,000 may be available if home is within the 100-year flood plain having repairs exceeding the 50% substantial damage rule, and requires the home to be elevated as part of the rehabilitation. At least 50% of the units must be occupied by low-to moderate-income tenant households. | a. CDBG-DR denial letter, or b. 2016 family income must fall within the income limits for 50% of the residents as noted in Income Eligibility Table below. |
| 3. To be used for housing elevation, acquisition, and mitigation reconstruction for homes not covered by HMGP. | <u>Elevation Criteria (Single Family):</u> Homes (including mobile homes) must be feasible to elevate and considered decent, safe, and sanitary prior to elevation. DRA Repair and Rehabilitation funds may be used to make the home ready for elevation. Home must be located within the 100-year flood hazard area and be elevated to 2 feet above BFE. | a. FEMA, NCEM, or County denial letter for HMGP. b. Documentation that the homeowner missed the FEMA HMGP application deadline. c. North Carolina DRA Policy does not include family income limits consistent with Federal HMGP policies. d. The maximum fair market appraised value of homes |

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| | <p><u>Acquisition Criteria (Single Family)</u>: Any buyout home must be located in a flood-prone area, and/or the relocation of the structure would minimize flood risks or support storm water mitigation, and/or repair of the existing home—as compared to a buyout—is not cost-effective. Upon acquisition, the property must be deed-restricted in accordance with Section II(k) below.</p> <p><u>Reconstruction Criteria (Single Family)</u>: Damages to owner-occupied single-family homes which total 51% or more of the home’s pre-disaster market or tax value. Before reconstruction is approved, the County or NCEM must document why reconstruction is the optimal option that will support long-term resiliency for the applicant or the local community. The owner must also approve a deed restriction that the owner or their immediate family will occupy the reconstructed property for a minimum of three years or until the homeowner’s death, whichever occurs first. The deed restriction may be released only if the selling homeowner agrees to pay NCEM the difference between the property’s pre-disaster market value and the sale price of the property at the time of sale, or if either NCEM or the County Manager agrees in writing to release the restriction for extraordinary hardship. Reconstruction grants may not exceed \$170,000.</p> <p><u>Repair Criteria (Single Family)</u>: Damages to owner-occupied single-</p> | <p>considered for acquisition shall not exceed \$276,000 household and property.</p> |
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| | <p>family homes. Repair grants may not exceed \$85,000.</p> <p><u>Reimbursement Criteria (Single Family):</u> Out-of-pocket expenses incurred within three years of October 8, 2016, to clean and repair their homes prior to applying to the Homeowner Recovery Program. Must have receipts that are verified by inspections and program staff and that exceed funding provided by FEMA, SBA, private insurance, or other charitable organizations. Reimbursement grants may not exceed \$30,000.</p> <p><u>Reimbursement Criteria (Mobile Home):</u> Damages must be equal to or less than 50% of its pre-disaster market or tax value. The manufactured home must have a minimum unmet need of at least \$1,000. Reimbursement grants may not exceed \$30,000.</p> <p><u>Repair Criteria (Mobile Home):</u> Damages must be equal to or less than 50% of its pre-disaster market or tax value. The manufactured home must have a minimum unmet need of at least \$1,000. Through inspection it must be determined that after repairs, the home must be decent, safe, and sanitary. Repair grants may not exceed \$37,500.</p> <p><u>Replacement (Mobile Home):</u> Damages must be 51% or more of the pre-disaster market or tax value. Home will be replaced and elevated to two feet above Base Flood Elevations (BFE) to provide a safer and more sustainable solution.</p> | |
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| | | |
|---|--|---|
| | <p>For the purposes of this Agreement, the definition of “housing mitigation reconstruction” includes housing repairs that would not exceed \$85,000 per home, reimbursements with receipts that would not exceed \$30,000, and home replacement costs that would not exceed \$127 per square foot for a single-family home. For manufactured homes, repairs shall not exceed \$37,500, and replacement costs shall not exceed \$65,000 for a single-wide unit and \$90,000 for a double-wide unit.</p> <p>Any exceptions to the above-noted limitations will be handled on a case-by-case basis and must be supported by an urgent and pressing need.</p> | |
| <p>4. To provide State Acquisition Relocation funds, which enable homeowners to purchase homes outside the special flood hazard area.</p> | <p>Provides a gap payment that would not exceed \$50,000 to relocate from current damaged home to similar housing unit outside of the special flood hazard area. Payment could be a difference payment not covered by CDBG-DR or other federal programs. In addition, to the gap payment, the County may also provide applicants with up to an additional \$5,000 in moving costs.</p> <p>The replacement home must be located within the jurisdiction of the Disaster Recovery Grantee unless the Grantee provides an exception.</p> <p>The replacement home must be considered decent, safe, and sanitary.</p> | <p>a. DRA 17 and 18 funding streams may only be used for low to moderate income homeowners.</p> |

Any exceptions to the above-noted limitations will be handled on a case-by-case basis and must be supported by an urgent and pressing need.

| DRA Policy for Upper and Lower Limits for Eligibility | | | |
|---|--|--------------|--|
| County | Persons in Family (95% of Low Income Limits) for FY 2016 HUD Income Limits | | Family Maximum Annual Income - Not to Exceed Amount |
| | 1 | 2 or greater | |
| * All income levels are based on 2016 GROSS annual income | | | |
| Alamance | \$ 28,263 | \$ 32,300 | \$ 84,260 |
| Anson | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Beaufort | \$ 27,075 | \$ 30,970 | \$ 84,260 |
| Bertie | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Bladen | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Brunswick | \$ 31,920 | \$ 36,480 | \$ 84,260 |
| Camden | \$ 38,238 | \$ 43,700 | \$ 84,260 |
| Carteret | \$ 31,208 | \$ 35,673 | \$ 84,260 |
| Caswell | \$ 25,840 | \$ 29,498 | \$ 84,260 |
| Chatham | \$ 37,620 | \$ 42,988 | \$ 84,260 |
| Chowan | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Columbus | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Craven | \$ 30,258 | \$ 34,580 | \$ 84,260 |
| Cumberland | \$ 27,788 | \$ 31,730 | \$ 84,260 |
| Currituck | \$ 37,525 | \$ 42,893 | \$ 84,260 |
| Dare | \$ 35,483 | \$ 40,565 | \$ 84,260 |
| Davidson | \$ 27,835 | \$ 31,825 | \$ 84,260 |
| Davie | \$ 31,160 | \$ 35,578 | \$ 84,260 |
| Duplin | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Durham | \$ 37,620 | \$ 42,988 | \$ 84,260 |
| Edgecombe | \$ 26,505 | \$ 30,305 | \$ 84,260 |
| Forsyth | \$ 31,160 | \$ 35,578 | \$ 84,260 |
| Franklin | \$ 40,803 | \$ 46,598 | \$ 84,260 |
| Gates | \$ 31,303 | \$ 35,768 | \$ 84,260 |
| Granville | \$ 29,973 | \$ 34,248 | \$ 84,260 |
| Greene | \$ 27,740 | \$ 31,730 | \$ 84,260 |
| Guilford | \$ 30,163 | \$ 34,485 | \$ 84,260 |
| Halifax | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Harnett | \$ 29,355 | \$ 33,535 | \$ 84,260 |
| Hertford | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Hoke | \$ 29,260 | \$ 33,440 | \$ 84,260 |
| Hyde | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Johnston | \$ 40,803 | \$ 46,598 | \$ 84,260 |
| Jones | \$ 26,790 | \$ 30,590 | \$ 84,260 |
| Lee | \$ 30,353 | \$ 34,675 | \$ 84,260 |
| Lenoir | \$ 25,745 | \$ 29,403 | \$ 84,260 |

| DRA Policy for Upper and Lower Limits for Eligibility | | | |
|---|--|--------------|--|
| County | Persons in Family (95% of Low Income Limits) for FY 2016 HUD Income Limits | | Family Maximum Annual Income - Not to Exceed Amount |
| | 1 | 2 or greater | |
| * All income levels are based on 2016 GROSS annual income | | | |
| Martin | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Montgomery | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Moore | \$ 32,395 | \$ 37,003 | \$ 84,260 |
| Nash | \$ 26,505 | \$ 30,305 | \$ 84,260 |
| New Hanove | \$ 34,675 | \$ 39,615 | \$ 84,260 |
| Northampton | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Onslow | \$ 27,265 | \$ 31,160 | \$ 84,260 |
| Orange | \$ 37,620 | \$ 42,988 | \$ 84,260 |
| Pamlico | \$ 29,878 | \$ 34,153 | \$ 84,260 |
| Pasquotank | \$ 30,353 | \$ 34,675 | \$ 84,260 |
| Pender | \$ 29,403 | \$ 33,583 | \$ 84,260 |
| Perquimans | \$ 27,930 | \$ 31,920 | \$ 84,260 |
| Person | \$ 27,408 | \$ 31,350 | \$ 84,260 |
| Pitt | \$ 29,593 | \$ 33,820 | \$ 84,260 |
| Randolph | \$ 30,163 | \$ 34,485 | \$ 84,260 |
| Richmond | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Robeson | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Robeson | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Rockingham | \$ 27,835 | \$ 31,825 | \$ 84,260 |
| Sampson | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Scotland | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Stokes | \$ 31,160 | \$ 35,578 | \$ 84,260 |
| Surry | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Tyrrell | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Vance | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Wake | \$ 40,803 | \$ 46,598 | \$ 84,260 |
| Warren | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Washington | \$ 25,745 | \$ 29,403 | \$ 84,260 |
| Wayne | \$ 28,310 | \$ 32,348 | \$ 84,260 |
| Wilson | \$ 25,983 | \$ 29,688 | \$ 84,260 |
| Yadkin | \$ 31,160 | \$ 35,578 | \$ 84,260 |

II. LIMITATIONS ON THE USE OF FUNDS: The following limitations on the use of funds apply:

- a) Limited Activities: No funds provided under this MOA may be used for activities that are not listed in Section I above.
- b) Proposal Submission: Before the County may begin work on any activity for which it will seek funds under this MOA, the County must submit a proposal for the use of funds, which must be approved by NCEM before the County begins work on the activity. The proposal shall include, at a minimum, the following: (i) the specific tasks to be performed; (ii) the identity of the County entity or contractor who will provide the work and/or materials; (iii) costs for each task to be performed; and (iv) the estimated time to perform the work.
- c) Eligibility Limitations: No funds provided under this MOA may be used in a way that will adversely affect a person's or entity's eligibility for funding under the Community Development Block Grant Disaster Recovery Program (CDBG-DR). For the purposes of this Agreement, funding will not adversely affect a homeowner's or entity's eligibility if (1) no CDBG-DR funds have been allocated to the County for the activity in question, or (2) CDBG-DR funds have been allocated to the County for the activity in question, but the County certifies in its proposal for the use of funds that the homeowner or entity is unlikely to be awarded CDBG-DR funds due to insufficient funds allocated to the County or the homeowner or entity is otherwise ineligible for CDBG-DR.
- d) Federal Funding Priority: No funds provided under this MOA may be used to cover costs that will be, or likely will be, covered by federal funds. For the purposes of this provision, costs "will be" covered by federal funds where there is a binding commitment of federal funds for the costs at issue at the particular location(s). For the purposes of this provision, costs "likely will be" covered by federal funds if there is a pending homeowner application for federal funds for the costs at issue for the particular homeowner location(s).
- e) 100 Year Flood Plain Limitations: No funds provided under this MOA may be expended for the construction of any new residence within the 100-year floodplain unless the construction is in an area regulated by a unit of local government pursuant to a floodplain management ordinance and the construction complies with the ordinance. As used in this provision, "100-year floodplain" means any area subject to inundation by a 100-year flood, as indicated on the most recent Flood Insurance Rate Map prepared by the federal Emergency Management Agency under the National Flood Insurance Program.
- f) Flood Insurance: Homeowners in the 100-year floodplain who receive homeowner's housing assistance pursuant to this MOA shall be required to acquire and maintain flood insurance, and shall execute a Declaration of Covenant, Conditions and Restrictions ("Covenant") that requires the damaged property to be insured by flood insurance for the life of the home. The Covenant will be executed at Grant Closing, recorded with the County Register of Deeds and shall encumber the property in perpetuity. Any homeowner in the 100-year floodplain who receives assistance through this MOA shall be prohibited from receiving state assistance for future flood events if that homeowner fails to maintain flood insurance after receiving assistance through this MOA. Such homeowners must be notified of this requirement when receiving assistance through this

MOA. North Carolina will follow federal HUD guidance to ensure all structures meet guidelines spelled out in 24 C.F.R. Part 55.

- g) Flood Plain Status & Insurance: No funds may be obligated or expended in any project activity until the County provides NCEM with a certification that the project is not in a floodplain, or with certification that the recipient participates in the flood insurance program. All properties assisted in the project shall comply with applicable floodplain regulations. Counties may opt to provide flood insurance—at grant closing for reimbursements or at project closeout for repairs, reconstructions, and replacements—for a period not to exceed one year. Thereafter, all properties assisted with funding under this Agreement must maintain insurance coverage.
- h) Insurance Subrogation: If a person's home is repaired, reconstructed or relocated with funds from the state-funded Hazard Mitigation Grant Program or the State Acquisition and Relocation Fund, the applicant receiving the state assistance shall authorize and approve that the State Emergency Response and Disaster Relief Fund be subrogated to the person's rights to secure insurance coverage for the damage to the home and any monies received from the insurance coverage shall be paid to the State Emergency Response and Disaster Relief Fund. The Division of Emergency Management and grantee shall ensure that those homeowners or applicants potentially affected by this section are notified of, and adhere to, its requirements.
- i) Property Type Limitations: Only the following types of real property may be rehabilitated under this MOA: stick-built homes, manufactured homes constructed after 1978, and modular housing. Although rehabilitation is the primary objective for funding, if the County determines that rehabilitation is not feasible, then clearance and relocation is an option.
- j) Similar Size and Function: For homes that are reconstructed or replaced, they shall be reconstructed or replaced with models of substantially similar size and function. Repairs, reconstruction, and replacement shall be substantially similar in scope, size, and function to the original damaged property.
- k) Acquisition Buyout Deed Restrictions: For homes that are approved for a buyout or acquisition, any land purchased with DRA funds must be deed-restricted to restrict any future property uses to open space, recreational, and wetlands management uses in perpetuity. If the county takes ownership of the land, the deed restrictions still apply.
- l) Applicant Equity to Other Recovery Programs: The homeowner or applicant who applies to the County or NCEM for benefits under this Agreement should not receive benefits or compensation that would materially exceed benefits that are provided for similar activities by the State of North Carolina's CDBG-DR Housing Recovery Programs. Any exceptions to these limitations will be handled on a case-by-case basis and must be supported by a compelling justification.

III. COMPENSATION: NCEM will provide the County \$1,903,500 under this MOA. The entirety of the MOA amount is a grant to the County by NCEM. The County may, in its discretion, elect to revert the funds to the State to implement some or all of the activities of the program on the County's behalf. If the County retains the grant funds, the County will submit quarterly reports to document the use of the funds expended in the prior three-month period, provided that documentation for the use of all funds under this MOA

must be submitted no later than December 31, 2023. The term of the agreement may be extended upon written request of the County to the Agency.

Any funds not expended by December 31, 2023 are subject to the claw-back provisions of Paragraph V below.

- IV. REIMBURSEMENT:** All cost must be verified through receipts and other documents. Payment shall be submitted to the County after receipt of completed and documented invoices, within 15 business days after receipt of invoices. Cost reports and invoices shall be submitted to the following address to the North Carolina Department of Public Safety/Division of Emergency Management:

NCDPS-Division of Emergency Management
Resiliency Section-DRA17
4238 Mail Service Center
Raleigh, NC 27699-4238

The County must include an original, signed copy of each cost report.

- V. CLAW-BACK:** NCEM reserves the right to de-obligate any remaining award funds after this Agreement's expiration date or before the expiration date of this Agreement, should the County violate the terms of this Agreement or should it become apparent that the County will not be able to expend the funds prior to the expiration date of this Agreement. Before taking action, NCEM will provide the County reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.
- VI. REGULATION:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
- VII. TAXES:** The County shall be responsible for all taxes.
- VIII. WARRANTY:** The County will hold NCEM harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

- IX. POINTS OF CONTACT:** To provide consistent and effective communication between the NCEM and the County, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA.

The NCEM contact shall be Director Michael A. Sprayberry or his designee.

The County contact shall be Tracy Jackson, Assistant County Manager or her/his designee.

- X. PUBLIC RECORD ACCESS:** This Agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- XI. AUDITING & ACCESS TO PERSONS AND RECORDS:** Staff from the North Carolina Office of State Auditor, NCEM, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to County officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records relating to the Agreement during the term of the Contract and within two years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from NCEM, or associated state parties and affected homeowners.
- XII. SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in state court in Wake County, North Carolina.
- XIII. ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIV. E-VERIFY:** If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- XV. OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the County. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- XVI. COMPLIANCE:** The County shall be wholly responsible for financing to be made under this MOA and for the supervision of its employees and assistants. The County shall be responsible for compliance with all laws, ordinances, codes, rules, regulations,

licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

- XVII. ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral and written statements or agreements.
- XVIII. MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Director of North Carolina Emergency Management and the County Manager.
- XIX. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until December 31, 2023.

The Parties may terminate this Contract by mutual written consent with 90 days prior written notice to the Parties, or as otherwise provided by law.

NCEM may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon 30 days' notice, whenever they determine that the County has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

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

NCEM shall promptly notify the County, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, NCEM retains the right to recover any improper expenditures from the County and the County shall return to NCEM any improper expenditures no later than 30 days after the date of termination.

In the event of termination, NCEM may require the return of unspent funds. NCEM may, in its sole discretion, allow the County to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

XX. EXECUTION AND EFFECTIVE DATE: This Agreement shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the County, to NCEM and will become binding upon execution of all parties to the Agreement. Once executed, the terms of this Agreement will be made effective as of December 1, 2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[signatures on following pages]

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that the effective date of this Agreement shall be December 1, 2018.

Michael A. Sprayberry, Director
North Carolina Emergency Management

Chairman – Board of Commissioners
County of Cumberland

Erik Hooks
Secretary
North Carolina Department of Public Safety

Will Polk, Assistant General Counsel
Reviewed for the Department of Public Safety, by William Polk, DPS Assistant General Counsel

James J. Cherokee, Controller
North Carolina Department of Public Safety

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

CUMBERLAND COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA# OSBM_DRA17_01

Tax ID/EIN#:

OSBM Fund Code:

MOA Amount: \$1,903,500 for County County

MOA Performance Period of Performance: December 1, 2018-December 31, 2022

Commented [RNC1]: OSBM version sent 1/11 had an award level of \$1,903,500 or \$121,000 set aside for SARF gap assistance payments. OSBM will ensure all SARF payments are covered under one agreement.

This Memorandum of Agreement ("MOA") is made this 11 day of January, 2019, by and between CUMBERLAND COUNTY ("County"), and the NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT (OSBM), a program management partner of the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT ("NCEM"). This MOA supersedes and replaces any prior agreement between the parties relating to funding provided by the Disaster Recovery Act of 2017 (S.L. 2017-119).

Commented [RNC2]: The 12/31/2022 ending term is one year shorter than 12/31/20123 previous term. However section XIX allows extension if needed.

Commented [RNC3]: OSBM is the delegated partner of NCEM tasked with the execution of housing assistance services.

WITNESSETH:

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

WHEREAS, certain buildings, facilities, personal items and equipment owned or rented by residents in the County were damaged by floodwaters associated with the severe weather associated with Hurricane Matthew (hereinafter collectively referred to as the "storm survivors");

WHEREAS, an expedited major disaster declaration from the President of the United States was granted on October 10, 2016 as FEMA-4285-DR-NC;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-124) which requires the development, implementation and funding of disaster assistance programs to meet the emergency sheltering and short-term housing needs of individuals affected by Hurricane Matthew and Tropical Storms Julia and Hermine;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2017 (S.L. 2017-119), and subsequent Disaster Recovery Acts that address damage caused by Hurricanes Matthew or Florence, to further support housing assistance and other support funding to storm victims; and

NOW THEREFORE, in consideration of the mutual promises contained herein, OSBM and the County agree as follows:

I. SCOPE OF SERVICES: Pursuant to the Disaster Recovery Act of 2017 (DRA 17), Session Law 2017-119, funds provided by this MOA may be used by the County for the following housing-related activities:

- a) Housing elevation, acquisition, and mitigation reconstruction for homes not covered by the Hazard Mitigation Grant Program.
- b) State Acquisition Relocation funds, which enable low- to moderate-income homeowners to purchase homes.
- c) Flood insurance subsidies.
- d) Temporary housing and/ or rental assistance for storm victims.

STATE DISASTER RECOVERY ACT (DRA 2017 SL 2017-119) ELIGIBILITY CRITERIA

| SL 2017-119 DRA 2017 Provision | Property Eligibility Criteria | Family Income Eligibility Criteria |
|---|--|---|
| To be used for housing elevation, acquisition, and mitigation reconstruction for homes not covered by HMGP. | <p><u>Elevation Criteria (Single Family):</u> Homes (including mobile homes) must be feasible to elevate and considered decent, safe, and sanitary prior to elevation. DRA Repair and Rehabilitation funds may be used to make the home ready for elevation. Home must be located within the 100-year flood hazard area and be elevated to 2 feet above BFE.</p> <p><u>Acquisition Criteria (Single Family):</u> Any buyout or "acquisition" home must be located in a flood-prone area, and/or the acquisition of the structure would minimize flood risks or support storm water mitigation.</p> | <ul style="list-style-type: none"> a. FEMA, NCEM, or County denial letter or written documentation for HMGP. b. Documentation that the homeowner missed the FEMA HMGP application deadline. c. North Carolina DRA Policy does not include family income limits consistent with Federal HMGP policies. d. The maximum fair market appraised value of homes considered for acquisition shall not exceed \$276,000 household and property. |

Commented [RNC4]: The following scope items were deleted because they did not involve housing acquisitions or mitigation reconstruction:

- a) Repair of owner-occupied low- to moderate-income housing not covered by Community Development Block Grant Disaster Recovery Program funding to include:
 - 1) Rehabilitation for homes including mobile homes with damages totaling less than 51% of its pre-disaster market or tax value,
 - 2) Reconstruction or mitigation-acquisition for homes with damages totaling 51% or more of pre-disaster market or tax value,
 - 3) Reimbursement to homeowners for out-of-pocket expenses to clean and repair (not upgrade) their homes following the disaster but prior to implementation of the Homeowner Recovery Program (these costs are only reimbursable if expended within two years of the disaster incident (October 8, 2018)).
 - 4) Replacement of mobile homes with damages totaling \$37,500 or more than 51% of pre-disaster market or tax value.
- b) Repair of low- to moderate-income rental housing not covered by Community Development Block Grant Disaster Recovery Program funding.

Commented [RNC5]: The previous low to moderate income limitation provisions were deleted, providing more flexibility:

For the purposes of this Agreement, low- to moderate-income housing includes one-unit structures occupied by a low- to moderate-income household, and multi-unit structures where at least 50% of the units are occupied by low- to moderate-income households. A low- to moderate-income household is a household whose family income, based on the number of people in the house, exceeds the minimum limits described in the Income Eligibility Table below, but which does not exceed \$84,260 per year. For the purposes of the DRA 2017 and DRA 2018 State Acquisition Relocation funds only, low- to moderate-income homeowners include households whose family income, based on the number of people in the house, does not exceed \$84,260 per year.

Commented [RNC6]: The following table sections were deleted because they did not involve housing acquisitions or mitigation reconstruction:

DRA Provision

... [1]

Commented [RNC9]: This is the controlling policy: Previous agreement LMI limitations conflicted with this.

Commented [RNC7]: Previous restrictive version replaced with this more flexible version: Following section was revised to remove cost effective site by site analysis.

| | | |
|--|---|--|
| | <p><u>Reconstruction Criteria (Single Family):</u> Damages to owner-occupied single-family homes which total 50% or more of the home's market or tax value. Before reconstruction is approved, the County or OSBM must document why reconstruction is the optimal option that will support long-term resiliency for the applicant or the local community. Reconstruction grants may not exceed \$170,000 or \$127 per square foot..</p> <p><u>Repair Criteria (Single Family):</u> Damages to owner-occupied single-family homes. Repair grants may not exceed \$85,000.</p> <p><u>Reimbursement Criteria (Single Family):</u> Out-of-pocket expenses incurred within three years of October 8, 2016, to clean and repair their homes prior to applying to the Homeowner Recovery Program. Must have receipts that are verified by inspections and program staff and that exceed funding provided by FEMA, SBA, private insurance, or other charitable organizations. Reimbursement grants may not exceed \$30,000.</p> <p><u>Reimbursement Criteria (Mobile Home):</u> Damages must be equal to or less than 50% of its pre-disaster market or tax value. The manufactured home must have a minimum unmet need of at least \$1,000. Reimbursement grants may not exceed \$30,000.</p> <p><u>Repair Criteria (Mobile Home):</u> Damages must be equal to or less than 50% of its pre-disaster market or tax value. The manufactured</p> | |
|--|---|--|

| | | |
|--|---|--|
| | <p>home must have a minimum unmet need of at least \$1,000. Through inspection it must be determined that after repairs, the home must be decent, safe, and sanitary. Repair grants may not exceed \$37,500. Repairs and re-construction, including replacement costs involving mobile homes shall not exceed \$90 per square foot.</p> <p><u>Replacement (Mobile Home):</u> Damages must be 50% or more of the market or tax value. Home will be replaced and elevated to two feet above Base Flood Elevations (BFE) to provide a safer and more sustainable solution.</p> <p>For the purposes of this Agreement, the definition of "housing mitigation reconstruction" includes housing repairs that would not exceed \$85,000 per home, reimbursements with receipts that would not exceed \$30,000, and home replacement costs that would not exceed \$127 per square foot for a single-family home. For manufactured homes, repairs shall not exceed \$37,500, and replacement costs shall not exceed \$65,000 for a single-wide unit and \$90,000 for a double-wide unit. Repairs and re-construction, including replacement costs involving mobile homes shall not exceed \$90 per square foot.</p> <p>Any exceptions to the above-noted limitations will be handled on a case-by-case basis and must be supported by an urgent and pressing need.</p> | |
|--|---|--|

Commented [RNC8]: This unit cost per square foot policy not included in previous version. This allows more flexibility for larger mobile homes that are replaced or reconstructed at a cost that would exceed \$90,000 for a double wide MHU.

| | | |
|--|--|--|
| 1. To provide State Acquisition Relocation funds, which enable low- to moderate-income homeowners to purchase homes outside the special flood hazard area. | <p>Provides a gap payment that would not exceed \$50,000 to relocate from current damaged home to similar housing unit outside of the special flood hazard area. Payment could be a difference payment not covered by CDBG-DR or other federal programs. In addition, to the gap payment, the County may also provide applicants with up to an additional \$5,000 in moving costs.</p> <p>The replacement home must be located within the jurisdiction of the Disaster Recovery Grantee unless the Grantee provides an exception.</p> <p>The replacement home must be considered decent, safe, and sanitary.</p> | |
|--|--|--|

Any exceptions to the above-noted limitations will be handled on a case-by-case basis and must be supported by an urgent and pressing need.

II. LIMITATIONS ON THE USE OF FUNDS: The following limitations on the use of funds apply:

- a) Limited Activities: No funds provided under this MOA may be used for activities that are not listed in Section I above.
- b) Proposal Submission: Before the County may begin work on any activity for which it will seek funds under this MOA, the County must submit a proposal for the use of funds, which must be approved by OSBM before the County begins work on the activity. The proposal shall include, at a minimum, the following: (i) the specific tasks to be performed; (ii) the identity of the County entity or contractor who will provide the work and/or materials; (iii) costs for each task to be performed; and (iv) the estimated time to perform the work.
- c) Eligibility Limitations: No funds provided under this MOA may be used in a way that will adversely affect a person's or entity's eligibility for funding under the Community Development Block Grant Disaster Recovery Program (CDBG-DR). For the purposes of this Agreement, funding will not adversely affect a homeowner's or entity's eligibility if (1) no CDBG-DR funds have been allocated to the County for the activity in question, or (2) CDBG-DR funds have been allocated to the County for the activity in question, but the County certifies in its proposal for the use of funds that the homeowner or entity is unlikely to be awarded CDBG-DR funds due to insufficient funds allocated to the County or the homeowner or entity is otherwise ineligible for CDBG-DR.

- d) Federal Funding Priority: No funds provided under this MOA may be used to cover costs that will be, or likely will be, covered by federal funds. For the purposes of this provision, costs “will be” covered by federal funds where there is a binding commitment of federal funds for the costs at issue at the particular location(s). For the purposes of this provision, costs “likely will be” covered by federal funds if there is a pending homeowner application for federal funds for the costs at issue for the particular homeowner location(s).
- e) 100 Year Flood Plain Limitations: No funds provided under this MOA may be expended for the construction of any new residence within the 100-year floodplain unless the construction is in an area regulated by a unit of local government pursuant to a floodplain management ordinance and the construction complies with the ordinance. As used in this provision, “100-year floodplain” means any area subject to inundation by a 100-year flood, as indicated on the most recent Flood Insurance Rate Map prepared by the federal Emergency Management Agency under the National Flood Insurance Program.
- f) Flood Insurance: Homeowners in the 100-year floodplain who receive homeowner’s housing assistance pursuant to this MOA shall be required to acquire and maintain flood insurance, and shall execute a Declaration of Covenant, Conditions and Restrictions (“Covenant”) that requires the damaged property to be insured by flood insurance for the life of the home. The Covenant will be executed at Grant Closing, recorded with the County Register of Deeds and shall encumber the property in perpetuity. Any homeowner in the 100-year floodplain who receives assistance through this MOA shall be prohibited from receiving state assistance for future flood events if that homeowner fails to maintain flood insurance after receiving assistance through this MOA. Such homeowners must be notified of this requirement when receiving assistance through this MOA. North Carolina will follow federal HUD guidance to ensure all structures meet guidelines spelled out in 24 C.F.R. Part 55.
- g) Flood Plain Status & Insurance: No funds may be obligated or expended in any project activity until the County provides OSBM with a certification that the project is not in a floodplain, or with certification that the recipient participates in the flood insurance program. All properties assisted in the project shall comply with applicable floodplain regulations. Counties may opt to provide flood insurance at the time of application for a period not to exceed two years. Thereafter, all properties assisted with funding under this Agreement must maintain insurance coverage.
- h) Insurance Subrogation: If a person’s home is repaired, reconstructed or relocated with funds from the state-funded Hazard Mitigation Grant Program or the State Acquisition and Relocation Fund, the applicant receiving the state assistance shall authorize and approve that the State Emergency Response and Disaster Relief Fund be subrogated to the person’s rights to secure insurance coverage for the damage to the home and any monies received from the insurance coverage shall be paid to the State Emergency Response and Disaster Relief Fund. The Division of Emergency Management and grantee shall ensure that those homeowners or applicants potentially affected by this section are notified of, and adhere to, its requirements.
- i) Property Type Limitations: Only the following types of real property may be rehabilitated under this MOA: stick-built homes, manufactured homes constructed after 1978, and modular housing. Although rehabilitation is the primary objective for

funding, if the County determines that rehabilitation is not feasible, then clearance and relocation is an option.

- j) Similar Size and Function: For homes that are reconstructed or replaced, they shall be reconstructed or replaced with models of substantially similar size and function. Repairs, reconstruction, and replacement shall be substantially similar in scope, size, and function to the original damaged property.
- k) Acquisition Buyout Deed Restrictions: For homes that are approved for a buyout or acquisition, any land purchased with DRA funds must be deed-restricted to restrict any future property uses to open space, recreational, and wetlands management uses in perpetuity. If the county takes ownership of the land, the deed restrictions still apply.
- l) Applicant Equity to Other Recovery Programs: The homeowner or applicant who applies to the County or NCEM or OSBM for benefits under this Agreement should not receive benefits or compensation that would materially exceed benefits that are provided for similar activities by the State of North Carolina's CDBG-DR Housing Recovery Programs. Any exceptions to these limitations will be handled on a case-by-case basis and must be supported by a compelling justification.

III. COMPENSATION: OSBM will provide the County One Million Seven Hundred Thousand Five Hundred \$1,903,500 dollars under this MOA. The entirety of the MOA amount is a grant to the County by OSBM. The County may, in its discretion, elect to revert the funds to the State to implement some or all of the activities of the program on the County's behalf.

Commented [RNC10]: OSBM version sent 1/11 had an award level of \$1,903,500 or \$121,000 set aside for SARF gap assistance payments. OSBM will ensure all SARF payments are covered under one agreement.

During the term of the agreement, the County and OSBM may approve through documented email or signed memorandums, to increase state funding provided to the County, and thereby incrementally increase the MOA amount described in this section, in order to address unforeseen urgent and pressing needs. If the County retains the grant funds, the County will submit quarterly reports to document the use of the funds expended in the prior three-month period, provided that documentation for the use of all funds under this MOA must be submitted no later than December 31, 2022. The term of the agreement may be extended upon written request of the County to the Agency.

Any funds not expended by December 31, 2022 are subject to the claw-back provisions of Paragraph V below.

IV. REIMBURSEMENT: All cost must be verified through receipts and other documents. Payment shall be submitted to the County after receipt of completed and documented invoices, within 15 business days after receipt of invoices. Cost reports and invoices shall be submitted to the following address to the North Carolina Office of State Budget and Management:

North Carolina Office of State Budget and Management - Disaster Recovery
Section
Office of State Budget and Management
430 N. Salisbury Street, Room 2028
MSC 20320 – Raleigh, NC 27699-0320

Raleigh, NC 27603

The County must include an original, signed copy of each cost report.

- V. **CLAW-BACK:** OSBM reserves the right to de-obligate any remaining award funds after this Agreement's expiration date or before the expiration date of this Agreement, should the County violate the terms of this Agreement or should it become apparent that the County will not be able to expend the funds prior to the expiration date of this Agreement. Before taking action, OSBM will provide the County reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.
- VI. **REGULATION:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
- VII. **TAXES:** The County shall be responsible for all taxes.
- VIII. **WARRANTY:** The County will hold the OSBM harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

Commented [RNC11]: This is the new address to send payment requests using USPS mail. The payment requests can also be sent via email to :
stephanie.alsay@osbm.nc.gov

- IX. POINTS OF CONTACT:** To provide consistent and effective communication between the OSBM and the County, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA.

| For the OSBM | |
|---|---|
| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
| Stephanie Alsay, Business Officer Office of State Budget and Management 430 N. Salisbury Street MSC 20320 – Raleigh, NC 27699-0320 Raleigh, NC 27603 Direct: 919-807-4672 Email: stephanie.alsay@osbm.nc.gov | Stephanie Alsay, Business Officer Office of State Budget and Management 430 N. Salisbury Street MSC 20320 – Raleigh, NC 27699-0320 Raleigh, NC 27603 Direct: 919-807-4672 Email: stephanie.alsay@osbm.nc.gov |

Commented [RNC12]: This version has a table with additional information re contact staff address phone and email.

| For the COUNTY | |
|-----------------------------------|---------------------------------|
| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
| TO BE FILLED IN BY COUNTY | TO BE FILLED IN BY COUNTY |
| | |

- X. PUBLIC RECORD ACCESS:** This Agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- XI. AUDITING & ACCESS TO PERSONS AND RECORDS:** Staff from the North Carolina Office of State Auditor, NCEM, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to County officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records relating to the Agreement during the term of the Contract and within two years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for

delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from NCEM OR OSBM, or associated state parties and affected homeowners.

- XII. SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in state court in Wake County, North Carolina.
- XIII. ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIV. E-VERIFY:** If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- XV. OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the County. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- XVI. COMPLIANCE:** The County shall be wholly responsible for financing to be made under this MOA and for the supervision of its employees and assistants. The County shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.
- XVII. ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral and written statements or agreements.
- XVIII. MODIFICATION:** With the exception of compensation term increases described above, this Agreement may be amended only by written amendments duly executed by authorized officials of the OSBM or County.
- XIX. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until December 31, 2022. Upon written request for a term extension by the County to OSBM, this agreement may be extended for one additional year.

The Parties may terminate this Contract by mutual written consent with 30 days prior written notice to the Parties, or as otherwise provided by law.

Commented [RNC13]: A one year extension can be provided and requested if needed.

OSBM may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon 30 days' notice, whenever they determine that the County has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

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

OSBM shall promptly notify the County, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, OSBM retains the right to recover any improper expenditures from the County and the County shall return to OSBM any improper expenditures no later than 30 days after the date of termination.

In the event of termination, OSBM may require the return of unspent funds. OSBM may, in its sole discretion, allow the County to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

XX. EXECUTION AND EFFECTIVE DATE: This Agreement shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the County, to OSBM and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will be effective as of December 1, 2017, since this Agreement is intended to replace and supersede any previous DRA agreement with the County.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that the effective date of this Agreement shall remain the effective date of the original DRA agreement, which was December 1, 2017.

**NC OFFICE OF STATE BUDGET
& MANAGEMENT**
Nels C. Roseland

BY:

TITLE:
Deputy State Budget Director

DATE _____

COUNTY OF CUMBERLAND
TO BE FILLED IN BY COUNTY
[Name of County Official]

BY:

TITLE:
[fill in title..]

DATE _____

The following table sections were deleted were deleted because they did not involve housing acquisitions or mitigation reconstruction:

| DRA Provision | Property Eligibility Criteria | Family Income Eligibility Criteria |
|--|---|---|
| 1. For repair of <u>owner-occupied</u> low- to moderate-income housing not covered by CDBG-DR Program funding. | Damage must total less than 51% of its pre-disaster market or tax value; an additional \$50,000 may be available if home is w/in the 100-year flood damage plain and has repairs exceeding the 50% substantial damage rule, and requires the home to be elevated as part of the rehabilitation. | a. CDBG-DR denial letter, or b. 2016 family income must fall within the income limits as noted in the Income Eligibility Table below |
| 2. For repair of low to moderate-income <u>rental housing</u> not covered by CDBG-DR Program funding. | Damage must total less than 51% of its pre-disaster market or tax value; an additional \$50,000 may be available if home is within the 100-year flood plain having repairs exceeding the 50% substantial damage rule, and requires the home to be elevated as part of the rehabilitation. At least 50% of the units must be occupied by low-to moderate-income tenant households. | a. CDBG-DR denial letter, or b. 2016 family income must fall within the income limits for 50% of the residents as noted in Income Eligibility Table below. |



DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

DATE: 1/22/2019

SUBJECT: UPDATE ON HB 630 AS REFLECTED IN MEMORANDUM OF UNDERSTANDING BETWEEN NC DEPARTMENT OF HEALTH & HUMAN SERVICES AND CUMBERLAND COUNTY

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

BACKGROUND

As the Board is aware, House Bill 630 was legislation introduced in an effort to improve the provision of Child Welfare services delivered by departments of Social Services in the State of North Carolina. The result of the legislation is articulated in NC General Statute 108A-74, as required the County entered into annual written agreement for all social services programs other than medical assistance; County department failure to provide child welfare services; State intervention in or control of child welfare service delivery.

RECOMMENDATION / PROPOSED ACTION

Request the Board grant authority for the County Manager to sign this agreement and any subsequent versions that maybe received as a result of continuous modification leading up to the finalized performance measures. The Department will provide continuous updates on the modifications and present finalized performance measures to the Board once completed by the state and the county.

ATTACHMENTS:

Description

Type

2018-19 Modified MOU Cover Letter
Proposed CC Modified MOU with NC DHHS

Backup Material
Backup Material



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

MICHAEL BECKETTS, MSW, MS, MEd • Assistant
Secretary

November 14, 2018

Dear County Manager and County Director of Social Services:

A Modification Agreement for the Memorandum of Understanding (MOU) covering Fiscal Year 2018-2019 is attached. These modifications have been made in response to the feedback and information received from counties following the execution of the MOU's and our ongoing analysis of performance data.

Specifically, the modifications to the MOU move nine (9) additional performance measures from static to growth measures, for a total of 17 growth measures, five (5) of the measures have been updated to align with federal benchmarks, and one (1) of the measures has been removed. The attachment to this letter describes each element that has been modified.

Further, given the impact of Hurricane Florence on county and state operations, the Department is modifying the MOUs to clarify that no performance improvement or corrective action will be initiated on the basis of this MOU for Fiscal Year 2018-2019. Ongoing oversight and monitoring activities will continue as they have in prior years.

DHHS is in the process of creating reports that will allow counties to pull the data for their county's performance on all measures. Additionally, we are creating a data validation process and will work collaboratively with counties to validate the performance data.

Attached is a list of the specific changes made in this Modification Agreement. All other parts of the MOU remain in effect and unchanged.

Thank you for your continued partnership to ensure the safety, health, and well-being of the children, families and adults served by these programs. As always, please contact me if you have questions, ideas or concerns.

Please return the signed Modification Agreement to Paris Penny by email at Paris.Penny@dhhs.nc.gov no later than December 17, 2018.

Sincerely,

Michael A. Beckett
Assistant Secretary for Human Services

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • OFFICE OF COMMUNICATIONS

LOCATION: 101 Blair Drive, Adams Building, Raleigh, NC 27603
MAILING ADDRESS: 2001 Mail Service Center, Raleigh, NC 27699-2001
www.ncdhhs.gov • TEL: 919-855-4840 • FAX: 919-733-9903

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Modifications to the MOU

- 1) **Section 2.1:** Clarifying language that the Department will not take any actions under Attachment X on the basis of the MOU for fiscal year 2018-2019.
- 2) **Section 12.0:** Change to the Department's point of contact
- 3) **Section 14.0:** Clarifying language that for some performance measures, a County will be assessed based on an individualized growth measure and not the standard performance measure.
- 4) **Attachment I through IX - Performance Measurements:**
 - a. The format of the performance measurements has been modified. This modification creates three columns: Standard Measure, County Performance Measure and the Rationale and Authority. The Standard Measure is the statewide measure based upon federal or state law, rule or policy identified in the Authority. The County Performance Measure will be the county-specific target. For some performance measures, this county measure will be the same as the Standard Measure for all counties. For other performance measures this county measure will be the growth measure tailored to each individual county to be determined for next fiscal year's MOU.
 - b. Included with every performance measure is an expanded rationale giving additional background and context to the required measure as well as updated and additional citations to the authority from which the measure is derived.
 - c. Specific Attachments:
 - i. Attachment I: Child Welfare – Child Protective Services (CPS)
 - The two CPS performance measures have been changed to growth measures.
 - ii. Attachment II: Child Welfare – Foster Care
 - All Foster Care performance measures have been changed to growth measures.
 - We have deleted the Foster Care performance measure which read: "The County will document permanency goals for 95% of foster youth within 60 days of a child entering custody or for whom the county has placement authority."
 - We have amended the Standard Measure from 41% to 40.5% for the Foster Care performance measure which previously read: "The County will provide leadership for ensuring that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care."
 - We have amended the Standard Measure from 9% to 9.1% for the Foster Care Performance Measure which previously read: "For all children who were victims of maltreatment during a twelve-month period, no more than 9% received a subsequent finding of maltreatment."
 - iii. Attachment III: Child Support
 - Each Child Support performance measure will remain growth measures.
 - In the first four Child Support performance measures, we have included in the text of the Standard Measures what is required under federal law.
 - The fifth Child Support performance measure remains unchanged.
 - iv. Attachment IV: Energy Programs
 - These performance measures will remain the Standard Measure for each county.

- The Rationale and Authority for these performance measures has been updated.
 - v. Attachment V: Work First
 - The first two of these performance measures have been changed to growth measures.
 - The remaining two performance measures will continue as the Standard Measure for all counties. The standard measure has been changed from 100% of applications and recertifications processed in the given timeframe to 95% of applications and recertifications processed in the given timeframe.
 - vi. Attachment VI: Food and Nutrition Services
 - These performance measures will remain the Standard Measure for each county.
 - We have amended the Standard Measure from 100% to 90% for the Food and Nutrition Services performance measure which previously read: “The County will ensure that 100% of Program Integrity claims are established within 180 days of the date of discovery.”
 - vii. Attachment VII: Adult Protective Services
 - Each Adult Protective Services measure has been changed to a growth measure.
 - viii. Attachment VIII: Special Assistance
 - Each Special Assistance measure has been changed to a growth measure
 - ix. Attachment IX: Child Care Subsidy
 - This performance measure will remain the Standard Measure for each county
 - The Rationale and Authority for this performance measure has been updated
- 5) Attachment X - Corrective Action**
- a. We have inserted a clarification that the Department will not initiate any actions set forth in Attachment X during this fiscal year.

**Modification Agreement to the
MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
CUMBERLAND COUNTY**

The parties agree to modify the MOU as set forth below. The terms and conditions set forth in the MOU are adopted by reference and fully incorporated as if set forth herein. The terms of this Modification Agreement supersede and replace any conflicting or contrary terms of the MOU.

2.1 Default and Modification

Performance Improvement/Corrective Action: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements or failure to comply with the terms of this MOU, the steps set forth in Attachment X will govern. For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X on the basis of this MOU. Nothing contained in this MOU or Attachment X shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|--|--|
| Michael Becketts, Assistant Secretary NC Department of Health and Human Services 2001 Mail Services Center Raleigh, NC 27699-2001 | Michael Becketts NC DHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Michael.Becketts@dhhs.nc.gov |

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments I through IX. For a County Performance Measure designated in Attachments I through IX as a Growth Measure, the County's performance will be assessed based on its achievement of this Growth Measure. The County will ultimately work towards achievement of the Standard Measure.

**ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - CPS Assessments**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|---|---|--|---|
| 1 | The County will initiate 95% of all screened-in reports within required time frames | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment.</p> <p>NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments</p> |
| 2 | For all children who were victims of maltreatment during a twelve-month period, no more than 9.1% received a subsequent finding of maltreatment | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p> |

**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - Foster Care**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|---|---|--|--|
| 1 | The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month. | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure the ongoing safety of children and the engagement and well-being of families.</p> <p>Child and Family Services Improvement Act of 2006 (Public Law 109–288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))</p> |
| 2 | The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care. | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p> |
| 3 | The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge. | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure that children existing foster care are in stable homes so that they do not re-enter foster care.</p> <p>CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p> |
| 4 | The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%. | DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance. | <p>Ensure that children who are removed from their homes experience stability while they are in foster care.</p> <p>CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p> |

**ATTACHMENT III— MANDATED PERFORMANCE REQUIREMENTS:
Child Support**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|---|--|---|---|
| 1 | 80% of paternities established or acknowledged for children born out of wedlock. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>Paternity establishment is an essential component in obtaining and enforcing support orders for children.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(A) NCGS 110- 129.1</p> |
| 2 | 80% of child support cases have a court order establishing support obligations. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>A court order creates a legal obligation for a noncustodial parent to provide financial support to their children.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(B) NCGS 110- 129.1</p> |
| 3 | 80% of current child support paid. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>The current collections rate is an indicator for the regular and timely payment of child support obligations.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(C) NCGS 110- 129.1</p> |
| 4 | 80% of cases received a payment towards arrears. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>Collection of child support has been shown to reduce child poverty rates and improve child well-being.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(D) NCGS 110- 129.1</p> |

| | | | |
|---|--|---|--|
| 5 | The county will meet its annual goal of total child support collections. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>Measuring total child support collections is an important measure of the program because it encompasses the strength of the laws, practices, and fiscal effort to determine its effectiveness.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(E) NCGS 110-129.1</p> |
|---|--|---|--|

**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:
Energy Programs**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|----------|--|--|--|
| 1 | The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source. | The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source. | Ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible. 42 USC §§ 8621-8630 10A NCAC 71V |
| 2 | The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source. | The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source. | Ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis. 42 USC §§ 8621-8630 10A NCAC 71V |

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:
Work First**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|----------|--|---|---|
| 1 | The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | Ensure that all work-eligible individuals are engaged in federally countable work activities. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b) |
| 2 | The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | Ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b) |
| 3 | The County will process 95% Work First applications within 45 days of receipt. | The County will process 95% Work First applications within 45 days of receipt. | Ensure that eligible families receive Work First benefits in a timely manner. TANF State Plan FFY 2016 - 2019 NCGS 108A-31 |
| 4 | The County will process 95% Work First recertifications no later than the last day of the current recertification period. | The County will process 95% Work First recertifications no later than the last day of the current recertification period. | Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption. TANF State Plan FFY 2016 - 2019 NCGS 108A-31 |

**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:
Food and Nutrition Services**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|----------|---|---|---|
| 1 | The County will process 95% of expedited FNS applications within 4 calendar days from the date of application. | The County will process 95% of expedited FNS applications within 4 calendar days from the date of application. | Ensure all expedited FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015 |
| 2 | The County will process 95% of regular FNS applications within 25 days from the date of application. | The County will process 95% of regular FNS applications within 25 days from the date of application. | Ensure all regular FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015 |
| 3 | The County will ensure that 95% of FNS recertifications are processed on time, each month. | The County will ensure that 95% of FNS recertifications are processed on time, each month. | Ensure that eligible families have their recertification benefits processed in a timely manner without interruption. 7 CFR § 273.14 |
| 4 | The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery. | The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery. | Ensure allegations of fraud are addressed promptly. 7 CFR § 273.18 |

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:
Adult Protective Services (APS)**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|---|---|---|--|
| 1 | The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment. NCGS 108A-103 |
| 2 | The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation. NCGS 108A-103 |

**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:
Special Assistance (SA)**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|---|--|---|---|
| 1 | The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAA benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p> |
| 2 | The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date. | DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year | <p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAD benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p> |

**ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:
Child Care Subsidy**

| | Standard Measure | County Performance Measure | Rationale and Authority |
|---|---|---|---|
| 1 | The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date. | The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date. | Ensure that families can place their children in quality child care without undue delay. North Carolina Child Care Development Fund State Plan |

ATTACHMENT X— CORRECTIVE ACTION

For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X on the basis of this MOU..

1. Non-Compliance with performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)** fails to satisfy a performance requirement for three consecutive months or fails to comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing the performance improvement plan or to rescind the notice of non-compliance.

2. Performance Improvement Plan

- a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- b. The performance improvement plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
 - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.
- c. The performance improvement plan shall be signed by the Department and the County DSS Director. A copy of the performance improvement plan will be sent to the chair of the DSS Governing Board.

3. Continued Non-Compliance

- a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the MOU for an extended period of time and is not meeting the terms of the performance improvement plan, the County DSS and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended

period of time is defined as three consecutive months, or five months out of a twelve-month period measured beginning with the first month after which the performance improvement plan is signed.

- b. The corrective action plan shall include, at a minimum:
 - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
 - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and
 - iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
- c. The corrective action plan will be signed by the Department and the County DSS Director. A copy of the corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

4. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- b. In circumstances of continuous extended non-compliance or other urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

**** In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.**

Effective Date: This Modification Agreement shall become effective upon the date of execution by both parties and shall continue in effect until June 30, 2019.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this Modification Agreement and to bind the party to the terms and conditions of this Modification Agreement and the MOU.

Cumberland County

BY: _____
Name

TITLE: _____

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Name

TITLE: _____

DATE: _____



DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, CCDSS DIRECTOR

DATE: 1/27/2019

SUBJECT: CHAPIN HALL CONTRACT AMENDMENT FOR THE DEPARTMENT OF SOCIAL SERVICES

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

BACKGROUND

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

RECOMMENDATION / PROPOSED ACTION

We respectfully request approval of Amendment #1 - Chapin Hall at the University of Chicago from \$100,894.50 to \$235,915.00 to include the second installment (December 2018) of the Duke Endowment Grant for FY 2019.

ATTACHMENTS:

| Description | Type |
|--------------------------------|-----------------|
| Chapin Hall Contract Amendment | Backup Material |

Contract Amendment
Cumberland County Department of Social Services
Fiscal Year Begins July 1, 2018 Ends June 30, 2019

Contract #2019182
Amendment #1

SECTION I

Agency: Chapin Hall at the University of Chicago
Program: Children and Adult Services
Effective Period of the Contract: July 1, 2018 – June 30, 2019

This Contract Amendment amends the contract between the Cumberland County Department of Social Services (the "County") and Chapin Hall at the University of Chicago (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract: To increase contract amount to include the second installment of Duke Endowment funds. **Please see amended Scope of Work.** The total increase is **\$135,020.50.**

1. Current amount of reimbursement: \$100,894.50.
2. Revised amount of reimbursement: \$235,915.00
3. Except as specifically amended herein, all other terms and provisions of the purchase of services contract shall remain in full force and effect.
4. The total expenditures under this Agreement shall be at least \$100,894.50 but not to exceed \$235,915.00 depending on costs and available funds.

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective December 10, 2018.

CONTRACTOR

Chapin Hall at the University of Chicago

By: _____

Title: Executive Director

Date: _____

COUNTY

Cumberland County Department of Social Services

By: _____

Title: Director

Date: _____

THIS IS A SIGNATURE PAGE ONLY

By: _____
Dr. Jeannette M. Council, Chairman
Cumberland County Board of Commissioners

Date

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

Approved for Legal Sufficiency:

By: _____
VICKI EVANS
County Finance Director

By: _____
COUNTY ATTORNEY'S OFFICE
Expires: 30 June 2019
☒ RENEWABLE
☐ NON-RENEWABLE

**Chapin Hall at the University of Chicago
Scope of Work**

**A Model Approach for Change in Child Welfare
(AMAC-CW)**

Presented to:

**Bryan Samuels, Executive Director
Chapin Hall at the University of Chicago
1313 East 60th Street
Chicago, Illinois 60637**

Presented by:

**Brenda Reid Jackson, Director
Cumberland County Department of Social Services
1225 Ramsey Street
Fayetteville, North Carolina 28302-2429**

**Contract Year: July 1, 2018 through June 30, 2019
Revision: 2nd Duke Endowment Funding Installment - December 10, 2019**

Purpose of Initiative

Employ a modified approach to collective impact that will result in an effective, articulated, documented approach to systems change that will improve outcomes for older youth in child welfare and inform child welfare and family support programs in Cumberland County. Improving the internal County support structures available to families is the first step towards improving the well-being for children and youth in care and improving youth outcomes. The initiative will begin with an internal focus on all services, staffing, and funding within the organization to ensure all resources are maximized to address the needs of this vulnerable population. The focused review will examine not only the current use of county, state, federal and grant child welfare funding, but will also examine guardianship and adult protective services, and employment and training opportunities through Temporary Assistance for Needy Families and Food and Nutrition programs.

While collective impact is in use across the nation, it has not been used as an organizing framework for reforming child welfare systems. The overarching goal is to use a refined form of collective impact as an organizing framework for systems change, while integrating data analytics and strategies for using research evidence to (a) reduce the number of children entering into child welfare; (b) coordinate outreach to at-risk families to connect services and sustain the family when possible; and (c) improve the safety, permanency and child well-being outcomes for all youth across Cumberland County starting with our older youth population.

Systems change is a shift in the way that an agency makes decisions about policies, programs, and the allocation of its resources and, ultimately, in the way it delivers supports and services to its citizens. Effective systems change requires the agency to build collaborative bridges among multiple agencies, community members, and other stakeholders.

In the case of Cumberland County, systems change as the centerpiece of collective impact distinguishes collective impact from what a conventional service-delivery program revision might entail. When funds are spent “just” to deliver services, their impact is limited to the people who receive those services. When services are siloed, their impact is limited to selected challenges that impede quality of life and a corresponding incapacity to attend to improving quality of life. But when funds are devoted effectively to systems change, impact can extend beyond a single program or multiple programs in isolation. When implemented and documented with care, collective impact can be used to develop “a model approach to change in child welfare” (AMAC-CW) which has the potential to ensure effect across multiple programs, agencies, and service recipients, with benefits that accrue to the entire community well into the future.

Elements of the Multi-Year Initiative

A Model Approach for Change in Child Welfare (AMAC-CW) embodies the essence of collective impact. We propose an approach that begins with the internal workings of the child welfare agency and extends to, includes, and catalyzes the efforts of the greater community. Cumberland’s partners in this effort include Southeastern Workforce Strategies (SWS), University of North Carolina Chapel Hill (UNC-CH), NC DHHS-Division of Social Services (State DSS), Chapin Hall at University of Chicago, Casey Family Programs, and key community stakeholders and governing bodies, as indicated in the text and work plan that follow. The State DSS has committed to AMAC-CW by partnering with CCDSS and SWS to provide Chapin Hall access to administrative data through existing agreements with UNC-Chapel Hill. Casey Family Programs formally joined this effort and believes this work will help further the 2020: Building Communities of Hope Initiative. The partners aim to pursue a vision for improving safety, permanency, well-being and quality of life.

Vision:

Children grow up in households and communities with caring adults, have positive educational and vocational experiences, and benefit from informal and formal community supports that enable them to develop into healthy, socially competent, independent, productive adults.

Project Goal:

Using a collective impact (CI) approach, create a sustainable, replicable model of change that supports the vision and enables reform of the social service system to improve the safety, permanency and well-being of children, youth, and families in Cumberland County and beyond.

As detailed in the work plan included in the approved grant proposal the multi-year project will be delivered in phases with the proposed two years (phase 1) focusing on the continued internal (Cumberland DSS and existing partners) preparation and planning. The effort focuses on developing and testing practical strategies for helping child welfare and related social services using data and research findings to more effectively to refine policy, reform program implementation within public agencies, and redesign and delivery of a new practice model for child welfare that promises novel integration.

Duke Endowment has expressed an interest in financially investing in a multi-year implementation plan for AMAC-CW after the two-year phase I funding. The research informs the redesign of practice strategies that are an efficient use of staff time and inform the service delivery system for youth aging out of care. Based on funding availability year-three will consist of the enact full implementation A Model for Change in Child Welfare (AMAC-CW) that includes new and revised policy and procedures (policy, data and practice model), implementation monitoring, data and analysis, and embedding of CQI. Further, the partners are confident that the focus on documentation and refinement of the model across time will enable the initial project investment to leverage systems change efforts well beyond Cumberland County.

Anticipated Results

AMAC-CW will have both county specific outcomes and broader systemic impacts in its development and implementation. Specifically, CCDSS will co-create collaborative processes to address the escalating rates of youth aging out of the child welfare system without the educational and life skills to successfully transition into early adulthood.

The project will leverage administrative data (e.g., baseline information on the number of available foster care placements; pathways of youth in, through, and beyond the system) to inform action and develop sustainable systems reform and innovations. CCDSS has invested significant time, energy, and resources to prepare staff to effectively engage in this process. Based on funding availability, long term anticipated results based on a 3-5 year implementation beyond the initial two years of project include:

Systems Change

- ☐ Integrated data system used to advance the work in DSS
- ☐ Improved array of services and funding supports for DSS
- ☐ Enhanced cross system coordination

Child Welfare Outcomes

- ☐ Decreased rate of repeat maltreatment
- ☐ Safe reduction of the number of children/youth entering out-of-home care
- ☐ Increased timeliness and use of reunification
- ☐ Increased placement stability
- ☐ Safe number of children in group home and congregate care
- ☐ Improved parental and caregiver well-being

Youth Outcomes

- ☐ Permanence-connected to at least one caring adult or family
- ☐ Employable and able to obtain steady employment
- ☐ Educational and vocational attainment
- ☐ Strong independent living skills
- ☐ Socially and emotionally competent

Collectively, these approaches implemented in collaboration and partnership across the public systems will create more efficient service delivery models tailored to meet the needs of the youth and county-specific contexts. CCDSS and partners will refine, plan, implement, evaluate and replicate this model to improve the services to children and families and influence the system for positive change. The model once fully implemented and refined will be replicable, and adaptable across jurisdictions, enabling monitoring and improvement of child welfare outcomes of varying type and emphasis in future applications.

Phase II: Year Two – July 1, 2018 through June 30, 2019

Continue the work as part of a two-year engagement, we will continue to employ A Model Approach for Change in Child Welfare (AMAC-CW) by embodying the essence of collective impact that will result in an effective, articulated, documented approach to system change that will improve outcomes for older youth in child welfare and inform child welfare and family support in Cumberland County. Cumberland's partners in this effort include SWS, Inc, University of North Carolina at Chapel Hill, Chapin Hall at the University of Chicago, and key community stakeholders and governing bodies as indicated in the grant text and work group. Duke Endowment has embraced this effort and awarded a two-year grant for this work.

Further Duke Endowment understands the need for a 5 to 6-year implementation process and has voiced interest based on the progress of the first two years for possibly a continual financial investment. CCDSS will work with local, county and state partners as well as other grantors to seek funds to further the work and commitment to the initiative.

Detail activities are outlined in the May 2017 AMAC-CW Two-Year Work Plan approved in the Duke Endowment grant proposal for year one through two. The grant is dispersed in installments two times a year for two years. (\$100,894.50 Duke Endowment Grant – 1st of two funding installments in July 1, 2018 for Year Two. A contract revision is required as CCDSS received the 2nd funding installment of \$135,020.50 from Duke Endowment on December 10, 2018.

- a. Continue visits to Fayetteville to assist the company with hands on meetings with executive management, select staff and specific stakeholders that provided an orientation and education of collective impact.
- b. Data & Governance – Continue to review and integrate administrative data process for collective impact, identify target population, seek and review grant application for research funding to help to create for CCDSS an evidence-based model for aging out foster care using collective impact.
- c. Leadership & Governance – Continue to assist CCDSS in establishing priority areas for the initial collective impact initiative, build consensus within and across the department and agencies and engage internal partners.
- d. Policies & Procedures – Continue to conduct reviews and establish framework for a practice model and revise policies and procedural manuals.
- e. Continue Process Evaluation – Observing and document effort and progress of the AMAC-CW work including benchmarking, outputs and findings.
- f. Continue work to develop justification and grant application with Duke Endowment to continue the work of AMAC-CW with CCDSS and Southeastern Workforce Strategies to expand work after June 30, 2019.



DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, CCDSS DIRECTOR

DATE: 1/27/2019

SUBJECT: LEASE RENEWAL FOR THE FOSTER CARE FAMILY VISITATION CENTER

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

BACKGROUND

Due to the increased number of children in foster care, we are unable to accommodate the court ordered visits within our building's limited visitation space. Therefore, the private property located at 727 McGilvery Street is being used as a Family Visitation Center. The site provides a family friendly atmosphere in which court ordered visitations can occur outside of our main building. This site, that we have successfully utilized for the past three years, is staffed with DSS employees.

RECOMMENDATION / PROPOSED ACTION

We respectfully request your approval of the commercial lease agreement for the property located at 727 McGilvery Street in the amount \$1,500 per month effective March 8, 2019 thru March 7, 2020.

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| Commercial Lease Foster Care Visitation Mar19-Mar20 | Backup Material |

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this 8th day of March, 2019, by and between
Malzone Marketing, Inc. ("Landlord") whose address is
P.O. Box 2363, Fayetteville, NC 28302 and
CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES ("Tenant") whose address is
Fayetteville, NC 28301;

WITNESSETH:

PREMISES

1. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the "Premises"), to wit:

Address: 727 McGilvery Street, Fayetteville, NC 28302

Legal Description: as per deed

☐ See attached Exhibit _____ for legal description of premises.

18 TERM

2. The Tenant shall have and hold the Premises for a term of one year beginning on the 8th day of March, 2019, and ending on the 7th day of March, 2020, at midnight, unless sooner terminated as hereinafter provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month of the term hereof and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

RENTAL

3. Tenant agrees to pay Landlord or its Agent without demand, deduction or set off, an annual rental of \$ 18,000.00 payable in equal monthly installments of \$ 1,500.00 in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first month's rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly rental due. On each Lease Year Anniversary the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted:

☐ by any change in the Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities (CPI-W, 1982-1984=100) ("Index") by multiplying the then effective annual rental by the value of said Index for the month two months prior to the Lease Year Anniversary and dividing the product by the value of said Index for the month two months prior to the previous Lease Year Anniversary (in the instance of the first Lease Year Anniversary the value of the Index for the month two months prior to the first full month of the term hereof). In the event the Index ceases to be published, there shall be substituted for the Index the measure published by the US Department of Labor which most nearly approximates the Index;

☐ as follows:

The tenant may terminate this lease, with cause, by giving 30 days written notice to the landlord.



☐ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

LATE CHARGES

4. If Landlord fails to receive any rent payment within five days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to five percent 5 (%) of the overdue amount or \$ 100.00 whichever is greater, plus any actual bank fees incurred for resumed or dishonored checks. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Tenant shall deposit with Landlord or its Agent upon execution of this Lease \$ 1,500.00 as a security deposit which shall be held as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. If any of the rents or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord or its Agent may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. **The Security Deposit may be placed in an interest bearing account and any interest thereon shall be the property of the party holding the same.**

☐ If this box is checked, Agent shall hold the Security Deposit and shall be entitled to the interest thereon.

UTILITY BILLS

6. (a) Tenant shall pay the following utilities all
- (b) Landlord shall pay the following utilities: none

Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

COMMON AREA COSTS; RULES AND REGULATIONS

7. If the Premises are part of a larger building or group of buildings, Tenant shall pay as additional rental monthly, in advance, its pro rata share of common area maintenance costs as hereinafter more particularly set forth in the Special Stipulations (see Paragraph 38). The Rules and Regulations, if any, attached hereto are made a part of this Lease. Tenant agrees to perform and abide by these Rules and Regulations, if any, and such other Rules and Regulations, if any, as may be made from time to time by Landlord.

USE OF PREMISES

8. The Premises shall be used for a visitation site between children in DSS foster care and their families purposes only and no other. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

TAX AND INSURANCE ESCALATION

9. Tenant shall pay upon demand as additional rental during the term of this Lease, and any extension or renewal thereof;

☐ ~~The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year _____; or~~

☐ ~~All taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year _____~~

In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease year. Tenant shall further pay upon demand as additional rental during the term of this Lease, and any extension or renewal thereof:

☐ ~~the excess cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or~~

☐ ~~all fire and extended coverage insurance including any and all public liability insurance on the building~~

In the event the Premises are less than the entire property, then the insurance payable by Tenant for the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property. Tenant shall pay all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon.

The Tenant shall not be responsible for paying any property taxes for said rental property (727 McGilvery Street, Fayetteville, NC 28302). The Tenant shall not pay the cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost of first year of the Lease term or any subsequent year during the term of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its agents, employees or invitees. If the Premises are part of a larger building or group of buildings, then to the extent that the grounds are common areas, Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

REPAIRS BY TENANT

12. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. ~~Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder.~~ Landlord. Unless the grounds are common areas of a building(s) larger than the Premises, Tenant further agrees to care for the grounds around the building, including ~~paving~~, the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, contractors or subcontractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

REMOVAL OF FIXTURES

14. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

DESTRUCTION OF OR DAMAGE TO PREMISES

15. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as effective use of the Premises has been affected and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

GOVERNMENTAL ORDERS

16. Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant, whichever is obligated to comply with such requirements, may terminate this Lease by giving written notice of termination to the other party by registered mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

CONDEMNATION

17. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that Tenant shall not have any rights in any award made to Landlord by any condemnation authority.

ASSIGNMENT AND SUBLETTING

18. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. The Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof

REMEDIES UPON DEFAULT

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) if the Event of Default involves nonpayment of rental and Tenant fails to cure such default with five (5) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental and Tenant fails to cure such default within fifteen (15) days after receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default. In the event Landlord hires an attorney to enforce its rights upon default, Tenant shall in addition be liable for reasonable attorney's fees and all costs of collection.

EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls or roof of the Premises, except with the express written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" or "For Sale" 60 days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

EFFECT OF TERMINATION OF LEASE

23. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

MORTGAGEE'S RIGHTS

24. Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now or may hereafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination, and shall be obligated to execute such documentation as may facilitate Landlord's sale or refinancing of the Premises, including, but not limited to estoppel certificates, subordination or attornment agreements.

QUIET ENJOYMENT

25. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Provided, however, that in the event Landlord shall sell or otherwise transfer its interest in the Premises, Tenant agrees to attorn to any new owner or interest holder and shall, if requested by Landlord, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognize its obligations and Tenant's rights hereunder.

HOLDING OVER

26. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the premises, be twice the monthly rental otherwise payable under Paragraph 3 above.

ATTORNEY'S FEES

27. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

RIGHTS CUMULATIVE

28. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

WAIVER OF RIGHTS

29. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

ENVIRONMENTAL LAWS

30. (a) Tenant shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by Landlord. Any approval must be preceded by submission to Landlord of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by Landlord, Tenant covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either Landlord or Tenant relating to the use by Tenant on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this lease, in compliance with all applicable laws.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any environmental law or regulation by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(d) If Tenant fails to comply with the Covenants to be performed hereunder with respect to Hazardous Materials, or if an environmental protection lien is filed against the premises as a result of the actions of Tenant, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

(e) Tenant will give Landlord prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state or local authorities, of any fire, or any damage occurring on or to the Premises.

(f) Tenant will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(g) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

TIME OF ESSENCE

31. Time is of the essence in this Lease.

ABANDONMENT

32. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the premises or be dispossessed by process of law, any Personal Property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

DEFINITIONS

33. "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 34, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

NOTICES

34. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

ENTIRE AGREEMENT

35. This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

AUTHORIZED LEASE EXECUTION

36. Each individual executing this Lease as director, officer, partner, member or agent of a corporation, limited liability company, or partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership.

TRANSFER OF LANDLORD'S INTEREST

37. In the event of the sale, assignment or transfer by Landlord of its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, assignment or transfer; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, assignment or transfer. Landlord's assignment of this Lease, or of any or all of its rights in this Lease, shall not affect Tenant's obligations hereunder, and Tenant shall attorn and look to the assignee as Landlord, provided Tenant has first received written notice of the assignment of Landlord's interest.

SPECIAL STIPULATIONS

38. Any special stipulations are set forth in the attached Exhibit n/a. Insofar as said Special Stipulations conflict with any of the foregoing provisions, said Special Stipulations shall control.

MEMORANDUM OF LEASE

39. Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Base Monthly Rent and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date and year first above written.

LANDLORD:

Individual

_____(SEAL)

_____(SEAL)

TENANT

Individual

_____(SEAL)

Brenda R. Jackson, Director (SEAL)

Business Entity

Malzone Marketing, Inc dual agent
(Name of Firm)

By: _____(SEAL)

Title: C. John Malzone, President

Business Entity

Cumberland County Dept of Social Services
(Name of Firm)

By: _____(SEAL)

Title: Dr. Jeannette M. Council, Chairman
Cumberland County Board of Commissioners



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 1/28/2019

SUBJECT: CONTRACT FOR DETENTION CENTER LOBBY RENOVATION PROJECT

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE DIRECTOR

BACKGROUND

The Capital Improvement Plan (CIP) identified security improvements needed in the Detention Center Lobby. This renovation was included in the FY2019 adopted budget.

The renovation of the lobby provides increased security to the facility by creating an entrance hall where screening can be performed prior to entering the facility. There will be a customer drop-off for screening items, a walk-through metal detector and improved security glass to the area. This will allow the Detention Center staff to screen individuals, without letting them enter the lobby, like the current configuration for the Law Enforcement Center.

A pre-bid meeting was held on January 15, 2019, in which all local contractors were invited to attend. A bid opening was held on January 28, 2019. The certified bid tab and letter of recommendation to award a contract to the lowest, responsible and responsive bidder from Gordon Johnson Architecture has been attached. The lowest, responsible and responsive base bid was submitted by RAYWEST DESIGNBUILD, LLC in the amount of \$137,511.11. There was an alternate bid received for the replacement of a portion of the exterior glass with bullet resistant glass. The alternate bid price submitted by RAYWEST DESIGNBUILD, LLC was \$11,376.70.

RECOMMENDATION / PROPOSED ACTION

The Engineering and Infrastructure Director and County Management recommend the proposed actions be placed on the February 18th Board of Commissioners agenda as a consent item:

1. Accept the bids and award a contract to the lowest, responsible and responsive bidder, RAYWEST DESIGNBUILD, LLC, in the amount of \$148,887.81. The contract amount is the base bid amount with the addition of the alternate bid.
2. Establish a contingency in the amount of \$15,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

ATTACHMENTS:

| Description | Type |
|--------------------------|-----------------|
| Certified Bid Tab | Backup Material |
| Letter of Recommendation | Backup Material |



Bid Tabulation

January 28, 2019

Cumberland County Detention Center Lobby Modifications

Owner: Cumberland County

| General Contractor | Addenda 1 & 2 | Bid Security | Base Bid | | Add Alt. # 1 | Ext. Glazing |
|----------------------------|--------------------------|--------------|--------------|--|--------------|--------------|
| Hayes, Inc. | ✓ | ✓ | \$157,500.00 | | \$17,800.00 | |
| Electrical Contractor: | Subcontractor Not Listed | | \$7,650.00 | | | |
| Fire Sprinkler Contractor: | Subcontractor Not Listed | | \$1,662.00 | | | |
| M&E Contracting, Inc. | ✓ | ✓ | \$155,804.00 | | \$16,428.00 | |
| Electrical Contractor: | Subcontractor Not Listed | | \$7,650.00 | | | |
| Fire Sprinkler Contractor: | Subcontractor Not Listed | | \$1,662.00 | | | |
| RayWest Design Build | ✓ | ✓ | \$137,511.11 | | \$11,376.70 | |
| Electrical Contractor: | Watson Electric | | \$6,418.11 | | | |
| Fire Sprinkler Contractor: | Carolina Fire Protection | | \$1,162.00 | | | |

I certify that the bids represented herein (with exceptions noted) were properly submitted in accordance with requirements of the General Statutes of North Carolina, G.S. 143-131.

Apparent responsive low bidder is in bold.





January 28, 2019

Mr. Jeffery Brown, PE
Cumberland County Engineering & Infrastructure Department
County of Cumberland
130 Gillespie Street
Fayetteville, North Carolina 28301

Re: Cumberland County Detention Center Lobby Modifications, APN 1821

Dear Mr. Brown:

Please find attached original copies of all bids presented on January 28, 2019 and an original bid tab (sealed) for the project referenced above. As you can see in the chart below RAYWEST DESIGNBUILD, LLC. is the apparent low bidder as a single prime contractor for this project. Pending your final review of bid qualifications I recommend the following contractors be considered for award of the project in the following order:

| | | | |
|---------------------------------|--------------------------|---|--------------|
| Low Bid: | RAYWEST DESIGNBUILD, LLC | @ | \$137,511.11 |
| Add Alternate G-1 = \$11,376.70 | | | |
| 2 nd Low Bid: | M&E Contracting, Inc. | @ | \$155,804.00 |
| Add Alternate G-1 = \$16,428.00 | | | |
| 3 rd Low Bid: | Hayes, Inc. | @ | \$157,500.00 |
| Add Alternate G-1 = \$17,800.00 | | | |

The construction costs listed above do not include any alternates. If alternate number G-1 is accepted (replace exterior Lobby window glazing with bullet proof glass at a cost of \$11,376.70) **the total low bid cost will be \$148,887.81** as presented by RAYWEST DESIGNBUILD, LLC. Since RAYWEST's bid is the lowest with or without the alternate I recommend RAYWEST DESIGNBUILD, LLC be awarded this project.

If you have any questions or concerns please feel free to contact me.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Gordon E. Johnson".

Gordon E. Johnson, AIA, LEED AP

Attachments: Certified Bid Tabulation
Contractors' bids



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JEFFERY P. BROWN, P.E., ENGINEERING AND INFRASTRUCTURE DIRECTOR

DATE: 1/31/2019

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR LAW ENFORCEMENT CENTER ELEVATOR MODERNIZATION PROJECT

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): JEFFERY P. BROWN, P.E., ENGINEERING AND INFRASTRUCTURE DIRECTOR

BACKGROUND

The Capital Improvement Plan (CIP) identified the modernization of the Law Enforcement Center elevators as a priority, and the CIP that was approved for the FY 2019 budget also included the funding for this project.

The modernization of the elevators includes mechanical, electrical and car upgrades. The fire alarm system will have to be upgraded to current code per City of Fayetteville Fire Marshal. In order to design these mechanical and electrical upgrades, as well as modernize the elevator machinery and cabs, the Engineering and Infrastructure Department selected Progressive Design Collaborative, LTD (PDC) from the List of Qualified Architectural/Engineering Firms approved by the Board of Commissioners at the December 3rd, 2015 meeting. North Carolina General Statute 143-64.31 requires local governments to select firms qualified to provide architectural, engineering and surveying services on the basis of demonstrated competence and qualifications for the type of professional services required without regard to fee other than unit price information, then negotiate a contract for the services at a fair and reasonable fee with the best qualified firm. PDC is working with an architect specialist on the project. The architect specialist that was selected is the second architect specialist that they reached out to in order to ensure the scope of services was similar and negotiate a fair and reasonable fee with Cumberland County.

PDC has submitted a proposal for their services. Their proposal is attached for your convenience. PDC has proposed a not to exceed fee of \$122,000 for their engineering work required to complete the elevator modernization at the Law Enforcement Center.

RECOMMENDATION / PROPOSED ACTION

The Engineering and Infrastructure Director and County Management recommend the proposed action be placed on the February 18th Board of Commissioners agenda as a consent item:

- Approve a professional services agreement with Progressive Design Collaborative, LTD., in the amount of \$122,000.

ATTACHMENTS:

| Description | Type |
|---------------------------------|-----------------|
| Proposal from PDC | Backup Material |
| Professional Services Agreement | Backup Material |



Progressive Design Collaborative, Ltd
3101 Poplarwood Court, Suite 320
Raleigh, North Carolina 27604
919-790-9989

January 30, 2019

Mr. Jeffery Brown, PE
Engineering and Infrastructure Director
Engineering and Infrastructure Department
County of Cumberland
130 Gillespie Street
PO Box 1829
Fayetteville, NC 28302

Re: Cumberland County Law Enforcement Center
Elevator Modernization

Dear Mr. Brown:

Thank you for contacting Progressive Design Collaborative to provide a proposal to you to help with your effort to modernize the elevators for the Law Enforcement Center. Our fee and scope of services are listed below but will include having an elevator consultant as part of the design team who will do all the inspection and design for the elevators. Our scope will also include the design of the infrastructure changes required for the new elevators and the changes required to meet the new North Carolina Building Codes. We have included extra construction administration site visits because the elevator replacement will have to be phased. I have included our Elevator Consultant's proposals to try and be completely transparent as to what he is providing, and the costs associated. Please refer to his proposal and the highlighted portions.

The design shall include:

1. Elevators:
 - a. Design of the modernization of the elevator machinery and cabs (see attached proposal for details).
2. Architectural:
 - a. Building Code Summary
3. Electrical:
 - a. Power design for new elevators.
 - b. Lighting upgrade design as required for the elevator pits and elevator machine rooms.
 - c. Power design for new dedicated HVAC units for each elevator machine room.
 - d. New Fire Alarm panel and system throughout the entire building. Existing system to remain active while the new is installed.
4. Mechanical:
 - a. New dedicated HVAC systems for each elevator machine room.



pdcengineers.com

5. Plumbing:
 - a. No Scope
6. Fire Protection:
 - a. No Scope

Scope is based on a site visit by our office and John Hawkins our Architect and elevator consultant. Any changes to scope will result in additional services.

Services:

1. Detailed plans demonstrating existing conditions, demolition and new work.
2. One (1) meeting with Owner and design team at 100% Review.
3. Permit drawings (in CAD) and specifications.
4. All Bidding services for Formal Project.
 - a. Including Pre-Bid Meeting and Bid Opening
5. Shop drawing review and RFI responses.
6. Multiple Construction Administration trips with reports.
 - a. Pre-Con Meeting
 - b. Monthly meetings during construction
 - c. Pre-Final Inspection (2 people)
 - d. Final Inspection (2 people)
7. As-built drawings.

Exclusions:

1. Design of Systems or components not identified above.
2. Security System design for the elevators.

Reimbursables:

1. Costs associated with advertisement in both the local paper and the Raleigh News & Observer

Design Schedule:

- | | |
|---|----------|
| 1. Expected NTP ~ | 03/18/19 |
| 2. Existing Conditions/CAD floorplans ~ 1 month ~ | 04/12/19 |
| 3. 95% Review Drawings ~ 6 weeks ~ | 05/24/19 |
| 4. Bid Documents Ready ~ 3 weeks ~ | 06/14/19 |

Bid/Construction Schedule:

- | | |
|---|----------|
| 1. Bid Documents Ready ~ | 06/14/19 |
| 2. Formally Advertise ~ | 06/17/19 |
| 3. Pre-Bid ~ | 07/02/19 |
| 4. Bid ~ | 07/18/19 |
| 5. Expected NTP ~ | 08/26/19 |
| 6. Submittals/Shop Drawing Review ~ 1 month ~ | 09/27/19 |
| 7. Fire Alarm Installation ~ 4 months ~ | 01/31/20 |
| 8. Phase 1 (1 traction & 1 hydraulic) | |
| a. Fabrication – 10 weeks ~ | 12/06/19 |
| b. Installation – 12 weeks ~ | 02/28/20 |
| c. Inspections & Punchlist ~ 2 weeks ~ | 03/13/20 |
| 9. Phase 2 (1 traction & 1 hydraulic) | |
| a. Fabrication – 10 weeks ~ | 03/13/20 |
| b. Installation – 12 weeks ~ | 06/12/20 |
| c. Inspections & Punchlist ~ 2 weeks ~ | 06/26/20 |
| 10. Final Inspections ~ 3 weeks ~ | 07/17/20 |

Proposed fee: \$122,000

Sincerely,

A handwritten signature in black ink that reads "Scott L. Ennis". The signature is written in a cursive, flowing style.

Scott Ennis, P. E.
PROGRESSIVE DESIGN COLLABORATIVE, LTD.



January 29, 2019

Mr. Scott Ennis
Progressive Design Collaborative, Ltd.
3101 Poplarwood Court, Suite 320
Raleigh, NC 27604

RE: **Fee Proposal**
Elevator Modernization: Cumberland County Law Enforcement Center
Fayetteville, North Carolina

Dear Mr. Ennis,

I am pleased to present for your review this proposal for the architectural and elevator design services required for the modernization of four (4) existing elevators at the Cumberland County Law Enforcement Center at 131 Dick St. in Fayetteville, NC. As you know, we visited the site last week, and made a preliminary inspection of the elevator machine rooms, lobbies, and cab interiors for the four elevators. These elevators were installed when the building was constructed in 1975. It is evident that very few upgrades have been made to them since that time, and that the equipment is due for a complete modernization after 44 years in service. Following is a description of each elevator:

- Front Lobby Elevator: DoL # 8177; Overhead geared traction; 2,500 lbs; 5 stops; B-1-2-3-4; two openings
- West Side Elevator: DoL # 8178; Hydraulic type; 1,500 lbs.; 3 stops; B-1-2
- "Back" Elevator: DoL # 8179; Overhead geared traction; 4,000 lbs; 4 stops; LL-2-3-4
- Service Elevator: DoL # 8180; Hydraulic Freight type; 2,000 lbs; 2 stops; B-4

The proposed scope of the elevator modernization work for the four (4) elevators is as follows:

MACHINE ROOMS

Traction Elevators

- Removal and legal disposal of existing elevator equipment to be replaced
- New Geared Hoist Machine, AC Hoist Motor and Brake
- New Microprocessor Controllers / VVVF AC Drive System
- New Governor
- New Machine Room Wiring
- Paint Machine Room walls and floor.

Hydraulic Elevators

- Removal and legal disposal of existing elevator equipment to be replaced
- New Hydraulic Pump Unit w/ Tank
- New Oil Shut-off Valve
- New Microprocessor-based Controller Unit
- Replace existing Oil Return Line in equipment room.
- New Vegetable Oil Hydraulic Fluid Medium
- New Machine Room Wiring
- Paint Machine Room walls and floor.

HOISTWAYS

- New Hoistway Operating Devices: Emergency Stop Switch in Pit; Terminal Stopping Devices; Car Positioning Device
- New Door Interlocks
- New Wiring and Travel Cables
- New Car and Counterweight Roller Guide Rollers
- New Hoisting Ropes (Traction Elevators)
- New Governor Tension Sheaves (Traction Elevators)
- New Moisture Sensors in the elevator pits, with electrical relays connected to the elevator controllers (where pit areas are not equipped with a working drain or sump pump.)

ELEVATOR CARS

- Removal / Disposal of existing car interior finishes.
 - * New Car finishes: S.S. Wall Panels, Ceiling Panel with LED light fixtures, resilient flooring, steel railings.
 - New Car Operating Panel w integral ADAAG-compliant Hands-off Communication device, buttons, and keyed switches
 - New Car Position Indicator and Traveling Lantern in the "COP"
 - * New Car Doors, tracks, hangers, sheaves, operators and sills
 - New Emergency Car Lighting
 - New Emergency Alarm Bell
 - New Exhaust Fan (passenger elevators)
 - New Landing Passing Signal
 - New Closed Loop Door Operator
 - New Car Top Inspection station with Safety Handrail
(Retain existing Car Frame, Platform and Sling.)
- * Car finishes in service elevator are to be simple painted steel. Car Doors @ service elevator are to be vertical-opening / steel mesh freight doors.

ELEVATOR LOBBIES

- * New Hoistway Doors with stainless steel or painted finish, hangers, sheaves, tracks, interlocks, guides and operators.
- New Hall Call Fixtures (each floor – mounted at height to comply with ADAAG.) Call Fixtures are to include Push Buttons, digital Combination Position Indicator / Directional Arrow fixture, and Hoistway Access Key Switches at top and bottom landings
- New Paint Finish at all existing Elevator Entrance Frames (except at Front Lobby Elevator - 1st floor landing: clean and polish existing stainless steel frame.)
- New Entrance Marking Plates at entrance jambs, both sides (with Braille markings)
- * Hoistway Doors at service elevator are to be vertical-opening steel panel freight doors.

Retained Elevator Equipment: Car platform, sling & frame, guide rails, counterweights, car and counterweight spring buffers, hoistway entrance frames.

Required General Construction, in support of the Elevator work to include:

- New code-compliant Pit Ladders at each elevator
- New Fire-rated HM Machine Room Doors, Frames, and Hardware at machine rooms for Front Lobby Elevator, West Side Elevator, and Service Elevator
- Painting work in the elevator lobbies, pit areas, and machine rooms
- New Elevator Cab flooring in the three (3) passenger elevators.
- Front Lobby Elevator and “Back” Elevator: New hoistway ventilation louver(s) installed in new masonry openings in the sides of the hoistways - above the adjacent roof level, but below the elevator machine room floor.
- Elevator Machine Rooms for Front Lobby Elevator and “Back” Elevator: Remove existing exterior wall ventilation louvers and grilles in concrete floors; close the existing masonry wall openings and concrete floor openings.
- Patching / beveling of hoistway walls where required.

All of the work shall be in accordance with applicable codes, including the national elevator code (ANSI A17.1) and the 2012 North Carolina State Building Code.

Service Elevator: This elevator is classified as a freight elevator, and is subject to different technical and code requirements than the other three passenger elevators. To convert this car to a passenger type installation would require the full demolition of the existing installation, and the addition of a complete new elevator package including the car frame, guide rails, etc. (versus a selective modernization, as proposed for the other three cars.) However, adding a wholly new elevator (and a change in use from freight to passenger) will trigger the Building Code requirement that the car accommodate a stretcher (a larger cab), and will in turn, involve the enlargement of the elevator hoistway. The latter task

would probably be a prohibitive cost; (the stretcher requirement is generally waived in a typical in-kind modernization). Therefore, this proposal is based upon modernizing the elevator as a freight elevator.

We learned also at our visit that the pit area for the Service Elevator has been flooded for some time. This opens the possibility that the hydraulic cylinder and casing has been compromised in some way, and may need to be replaced. It will not be possible to evaluate the condition of the cylinder until the pit area has been drained, a drain / sump pump or other system installed to maintain dry conditions, and the car raised to the top landing. Funding for the project must include a contingency source to accommodate this uncertainty in the project scope.

Access Control: The three passenger elevators at the Cumberland County Law Enforcement Center currently have key pads or prox reader access control systems in place. I understand that the modernization of these installations will likely include similar security measures as well. Our specifications will include requirements that the controllers be programmable to interface with any current access control systems that the Owner may select, and the cab interiors be prepped as needed for that equipment. However, the specific design and installation of these security systems are to be provided by a third party company retained by the Owner. We will need to inform Cumberland County officials of the need to procure and pay for this equipment, outside of the modernization contract.

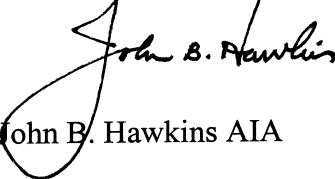
We will provide the typical "full design services" from schematic design to project closeout. We will provide a single 95% construction document submission (drawings and specifications) to your office for Owner review. As discussed, I will also provide a Building Code Summary to you for inclusion on one of your drawings sheets. After award of contract, I will attend the pre-bid meeting and provide any addenda items related to the elevator work. During construction, I will make two (2) site visits per elevator to inspect the work; (some of these may be combined, if two or more elevators are under construction at the same time.) Other CA tasks will include review of product submittals and responses to contractor requests for information. At the conclusion of the project, we will provide record drawings in CAD and .pdf format .

After the NTP is provided to the contractor, we should plan for one month for shop drawing preparation and review, 10 weeks for fabrication, and 10-12 weeks for each phase of construction (each phase will include the complete modernization of one or more elevators.)

We propose to provide the services described above for a lump sum fee of \$ 46,000 (forty six thousand dollars). We're prepared to begin work within two weeks of receipt of an executed design agreement and a notice to proceed from your office.

If there is any other information that we can provide that would be helpful, please contact me. Thank you for the opportunity to collaborate with PDC on this project.

Sincerely,
JOHN B. HAWKINS • AIA • ARCHITECT



John B. Hawkins AIA

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

SERVICE AGREEMENT

This Agreement, made this the 18th day of February 2019, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and Progressive Design Collaborative, Ltd., a consulting engineer with an office located at 3101 Poplarwood Court, Suite 320, Raleigh, NC, hereinafter referred to as ENGINEER.

WITNESSETH

WHEREAS, the COUNTY wants to complete electrical, mechanical and architectural upgrades for elevators for the Law Enforcement Center; and

WHEREAS, the ENGINEER is qualified to perform the electrical, mechanical and architectural design and improvements for the COUNTY; and

WHEREAS, the ENGINEER has represented that it can provide qualified services which will meet the needs of the COUNTY; and

WHEREAS, the services are of a technical nature and are temporary in character; and

WHEREAS, funds are available in the project budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase and the ENGINEER agrees to provide the necessary engineering services for this project as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, August 2020, unless sooner terminated or extended by mutual agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

The ENGINEER has completed all services required.

The ENGINEER failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.

The COUNTY shall have given the ENGINEER seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the ENGINEER for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: ENGINEER shall perform such expert and technical services as are indicated in the proposal from Progressive Design Collaborative, Ltd., dated January 30, 2019, attached and incorporated herein. ENGINEER warrants that it shall perform such ancillary work as may be necessary to insure the effective performance of the services cited above. Insofar as practical, the ENGINEER shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

PRICE: Compensation for services rendered shall be on a fixed fee as outlined in the proposal. The total contract price shall not exceed \$122,000 without the authorization from the County Manager.

PAYMENT: The COUNTY shall pay the ENGINEER within 15 working days of receipt of invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The ENGINEER shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The ENGINEER agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the Engineering & Infrastructure (E&I) Director as its exclusive agent with respect to this Agreement. The E&I Director is authorized, on behalf of the COUNTY, to negotiate directly with the ENGINEER on all matters pertaining to this Agreement. The ENGINEER agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the E&I Director. Further, the ENGINEER specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

ENGINEER:
Progressive Design Collaborative, Ltd.
3101 Poplarwood Court, Suite 320
Raleigh, NC 27604

COUNTY:
Jeffery P. Brown, Engineering & Infrastructure Director
P.O. Box 1829
Fayetteville, NC 28302

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

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

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

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: ENGINEER is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or in behalf of the COUNTY. The relationship of ENGINEER with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This agreement is subject to and contingent upon appropriation of funds for fiscal years subsequent to FY19.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 18th day of February, 2019, by their respective duly authorized representatives.

ATTEST

BY: _____
Clerk to the Board of Commissioners

COUNTY

BY: _____
Jeanette M. Council, Chairman to the Board

ATTEST

BY: _____

Progressive Design Collaborative, Ltd.

BY: _____
Scott Ennis, P.E.

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

Vicki Evans
County Finance Office

Approved for Legal Sufficiency
COUNTY ATTORNEY'S OFFICE

() Renewable () Nonrenewable
Expiration Date:



ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 1/29/2019

SUBJECT: BUDGET ORDINANCE AMENDMENT TO APPROPRIATE \$2,500 TO MATCH THE CITY OF FAYETTEVILLE CONTRIBUTION FOR THE 2019 SECOND HARVEST ANNUAL FOOD BANK FOOD FIGHT

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s):

BACKGROUND

For the past few years the Second Harvest Food Bank has held an annual fund raiser to benefit childhood hunger-fighting initiatives. The fund raiser is known as the Annual Food Bank Food Fight.

This year the Fayetteville City Council has voted to participate in the event to be held on February 24, 2019. Additionally, the City Council has issued a challenge to the County Commissioners to match the City's donation of \$2,500 for the event.

The request from the City of Fayetteville is attached for consideration. Should the Commissioners choose to participate, a budget ordinance revision in the amount of \$2,500 will be included on the February 18, 2019 meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The Board of Commissioners is requested by the City of Fayetteville to participate in the Second Harvest Food Bank Annual Food Fight on February 24, 2019. If approved, a budget ordinance revision appropriating fund balance in the amount of \$2,500 will be included on the February 18, 2019 meeting agenda.

ATTACHMENTS:

Description

Mayor Colvin Letter

Type

Backup Material



OFFICE OF THE MAYOR

January 18, 2019

Cumberland County Board of Commissioners
ATTN: Chairwoman Jeannette M. Council, PhD
PO Box 1829
Fayetteville, NC 28302

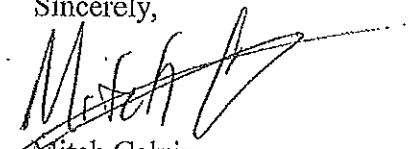
Dear Chair Council,

During the City Council August 6, 2018 Work Session the City Council unanimously voted to participate in the February 24, 2019 Second Harvest Food Bank Annual Food Fight. For only \$5,000.00 the City of Fayetteville and Cumberland County could come together as a united front in helping to end childhood hunger in our community. The cost would provide us 17 tickets to the event but more importantly support 3,300 meals for children in need in our community.

Therefore, the City Council would like to challenge the County Commissioners to match the City's donation of \$2,500.00, so that we may purchase the sponsorship and continue to make a difference in the community.

I eagerly await your reply and hope we can sit together in support of this great cause on February 24, 2019.

Sincerely,



Mitch Colvin
Mayor

MITCH COLVIN, MAYOR
433 HAY STREET
FAYETTEVILLE, NC 28301-5537
PH: (910) 433-1992
E-MAIL: mayor@ci.fay.nc.us

www.cityoffayetteville.org
www.facebook.com/cityoffayettevillegovernment Twitter @CityOfFayNC



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 1/24/2019

**SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER
RECOVERY (CDBG-DR) UPDATE**

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): COMMUNITY DEVELOPMENT STAFF

BACKGROUND

Cumberland County implements activities funded through the Community Development Block Grant - Disaster Recovery program. The attached report is an update on the status of all projects undertaken by Cumberland County including the Housing Recovery Program applications submitted through the Intake Center.

RECOMMENDATION / PROPOSED ACTION

No action is needed. This item is provided for information purposes only.

ATTACHMENTS:

| Description | Type |
|--|-----------------|
| CUMBERLAND COUNTY CDBG-DR PROGRAM UPDATE | Backup Material |

CUMBERLAND COUNTY CDBG-DR PROGRAM UPDATE
FOR THE FEBRUARY 18, 2019
BOARD OF COMMISSIONER'S AGENDA SESSION

Status as of January 24, 2019:

| Total Applications | County Application Intake (Step 1) | State Eligibility Check (Step 2) | State Duplication of Benefits Check (Step 3) | State Under Further Review /Withdrawn /Ineligible/Inactive |
|---|---|---|---|---|
| 309 | 36 (6 county/30 city) | 28 (8 county/20 city) | 4 (1 county/3 city) | 55 / 20 /20 / 1 |
| State Inspection & Environmental Review (Step 4) | State Grant Determination (Step 5) | Contractor Selection (Step 6) | Construction (Step 7) | Completion (Step 8) |
| 85 (7 county/68 city) | 59 (15 county/44 city) | 0 | 0 | 1 (1 county/0 city) |

**Step 1 performed by County; Steps 2-8 performed by State*

Milestones/Activities:

- Professional Project Management Services – recommendation at Board meeting;
- Board approved proposed Draft Amendment One to CDBG-DR Agreement between State and County submitted to NCEM/Commerce – pending HUD approval State's Action Plan Amendment#3;
- Ongoing– County staff processing applications and submitting to State for conducting Steps 2-8;
- Robins Meadow Permanent Supportive Housing Project notice to proceed with environmental review issued; Robins Meadow Permanent Supportive Housing Project A/E Services RFQ underway;
- City staff reviewing sites to submit preliminary project information for Community Resource Center Project
- The State is still currently developing policies before implementing the following programs – Buyout/Acquisition; Renters/Landlords; and Temporary/Relocation Programs

Current Staffing:

- State: – David Caulthorn, CD Specialist II, Dept. of Public Safety – (Community Outreach for CDBG-DR)
- Cumberland County:
 - Sylvia McLean, P.T. Community Development (CD) Consultant; Terrinique Washington, Admin Support Specialist; Chavaungh McLamb, Admin Housing Coordinator II; Tye Vaught, Admin Program Officer II
- City of Fayetteville: Cindy Blot, Eco & CD Director; Anedra Walls, Admin Assistant

Hours of Operation (Cumberland County Application Intake Center):

- Monday – Friday, 9 a.m. to 4 p.m.
- Location – Cumberland County Community Development Dept – 707 Executive Place



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 1/25/2019

SUBJECT: FINANCIAL REPORT

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

The financial report is included which shows results of the general fund for fiscal year 2019, December year-to-date. Additional detail has been provided on a separate page explaining any percentages that may appear inconsistent with year-to-date budget expectations.

RECOMMENDATION / PROPOSED ACTION

No action needed - for discussion and information purposes only.

ATTACHMENTS:

Description

FY19 December YTD monthly financials

Type

Backup Material

**County of Cumberland
General Fund Revenues**

| REVENUES | FY17-18 AUDITED | FY18-19 ADOPTED BUDGET | FY18-19 REVISED BUDGET | YTD ACTUAL | PERCENT OF BUDGET TO DATE | * |
|--|-----------------------|---------------------------|---------------------------|----------------------------|------------------------------|-----|
| | | | | AS OF December 31, 2018 | | |
| Ad Valorem Taxes | | | | | | |
| Current Year | \$ 163,194,457 | \$ 163,777,000 | \$ 163,777,000 | \$ 127,407,220 | 77.8% | (1) |
| Prior Years | 1,105,826 | 1,121,000 | 1,121,000 | 925,704 | 82.6% | |
| Motor Vehicles | 18,788,786 | 18,326,000 | 18,326,000 | 8,038,607 | 43.9% | (2) |
| Penalties and Interest | 740,525 | 500,000 | 500,000 | 263,047 | 52.6% | |
| Other | 955,996 | 908,000 | 908,000 | 504,640 | 55.6% | |
| Total Ad Valorem Taxes | 184,785,590 | 184,632,000 | 184,632,000 | 137,139,217 | 74.3% | |
| Other Taxes | | | | | | |
| Sales | 41,809,642 | 42,625,774 | 42,625,774 | 10,237,695 | 24.0% | (3) |
| Real Estate Transfer | 1,096,191 | 700,000 | 700,000 | 645,511 | 92.2% | |
| Other | 1,040,243 | 1,060,000 | 1,060,000 | 305,820 | 28.9% | |
| Total Other Taxes | 43,946,076 | 44,385,774 | 44,385,774 | 11,189,025 | 25.2% | |
| Unrestricted & Restricted Intergovernmental Revenues | 64,499,043 | 62,049,904 | 63,727,061 | 19,212,291 | 30.1% | (4) |
| Charges for Services | 13,697,342 | 12,312,681 | 12,349,416 | 5,109,719 | 41.4% | |
| Other Sources (includes Transfers In) | 8,790,385 | 2,442,205 | 2,530,071 | 1,451,323 | 57.4% | |
| Proceeds Refunding Bonds | 23,005,000 | - | - | - | NA | (5) |
| Premium on COPS Sold | 4,285,557 | - | - | - | NA | (5) |
| County Closing Contribution | 254,735 | - | - | - | NA | (5) |
| Lease Land CFVMC | 3,813,452 | 3,714,637 | 3,714,637 | 3,533,596 | 95.1% | (6) |
| Total Other | 40,149,130 | 6,156,842 | 6,244,708 | 4,984,919 | 79.8% | |
| Total Revenue | \$ 347,077,181 | \$ 309,537,201 | \$ 311,338,959 | \$ 177,635,171 | 57.1% | |
| Fund Balance Appropriation | | 7,447,195 | 23,018,015 | - | 0.0% | (7) |
| Total Funding Sources | \$ 347,077,181 | \$ 316,984,396 | \$ 334,356,974 | \$ 177,635,171 | 53.1% | |

**County of Cumberland
General Fund Expenditures**

| DEPARTMENTS | FY17-18 AUDITED | FY18-19 ADOPTED BUDGET | FY18-19 REVISED BUDGET | YTD ACTUAL | PERCENT OF BUDGET TO DATE | ** |
|---|--------------------|---------------------------|---------------------------|----------------------------|------------------------------|----|
| | | | | AS OF December 31, 2018 | | |
| Governing Body | \$ 574,959 | \$ 628,960 | \$ 628,960 | \$ 349,065 | 55.5% | |
| Administration | 1,395,666 | 1,525,894 | 1,565,394 | 709,940 | 45.4% | |
| Public Affairs/Education | 470,475 | 497,286 | 523,286 | 219,381 | 41.9% | |
| Human Resources | 803,599 | 924,551 | 924,551 | 480,349 | 52.0% | |
| Print, Mail, and Design | 690,408 | 788,684 | 788,684 | 405,905 | 51.5% | |
| Court Facilities | 150,183 | 156,220 | 156,220 | 36,531 | 23.4% ⁽¹⁾ | |
| Facilities Maintenance | 1,812,003 | 1,024,101 | 1,024,101 | 454,894 | 44.4% | |
| Landscaping & Grounds | 591,282 | 669,140 | 669,140 | 329,750 | 49.3% | |
| Carpentry | 184,325 | 162,507 | 162,507 | 83,977 | 51.7% | |
| Facilities Management | 1,233,496 | 1,316,856 | 1,316,856 | 632,708 | 48.0% | |
| Public Buildings Janitorial | 705,450 | 724,839 | 724,839 | 343,854 | 47.4% | |
| Central Maintenance | 613,017 | 948,724 | 948,724 | 361,838 | 38.1% | |
| Information Services | 3,425,808 | 4,336,330 | 7,087,516 | 2,277,181 | 32.1% ⁽²⁾ | |
| Board of Elections | 1,148,659 | 2,237,329 | 2,237,329 | 1,170,906 | 52.3% | |
| Finance | 1,156,051 | 1,295,351 | 1,295,351 | 593,765 | 45.8% | |
| Legal | 715,602 | 804,578 | 804,578 | 362,363 | 45.0% | |
| Register of Deeds | 1,971,119 | 2,394,577 | 2,846,373 | 1,041,154 | 36.6% | |
| Tax | 5,154,623 | 5,683,071 | 5,820,571 | 2,734,361 | 47.0% | |
| Debt Service | 21,449,809 | - | - | - | NA ⁽³⁾ | |
| General Government Other | 2,816,737 | 3,967,735 | 4,553,266 | 1,546,899 | 34.0% | |
| Sheriff | 46,553,352 | 52,720,576 | 53,070,455 | 25,344,810 | 47.8% | |
| Emergency Services | 3,018,749 | 3,674,666 | 3,976,373 | 1,824,404 | 45.9% | |
| Criminal Justice Pretrial | 447,799 | 564,038 | 564,038 | 247,028 | 43.8% | |
| Youth Diversion | 9,549 | 63,654 | 63,654 | 12,209 | 19.2% ⁽⁴⁾ | |
| Animal Control | 2,909,358 | 3,248,915 | 3,293,898 | 1,614,007 | 49.0% | |
| Public Safety Other (Medical Examiners, NC Detention Subsidy, etc.) | 1,296,751 | 1,444,268 | 1,444,268 | 414,459 | 28.7% ⁽⁵⁾ | |
| Public Health | 21,281,667 | 23,104,110 | 23,581,896 | 11,069,569 | 46.9% | |
| Mental Health | 3,098,258 | 5,463,227 | 5,471,227 | 3,816,385 | 69.8% | |
| Social Services | 59,392,604 | 60,359,879 | 60,539,520 | 28,381,125 | 46.9% | |
| Veteran Services | 383,191 | 408,159 | 408,159 | 190,890 | 46.8% | |

**County of Cumberland
General Fund Expenditures**

| DEPARTMENTS | FY17-18 | FY18-19 | FY18-19 | YTD ACTUAL AS OF | PERCENT OF | ** |
|--|-----------------------|-----------------------|-----------------------|-----------------------|----------------|----|
| | AUDITED | ADOPTED BUDGET | REVISED BUDGET | December 31, 2018 | BUDGET TO DATE | |
| Child Support | 4,757,955 | 5,205,713 | 5,205,713 | 2,369,211 | 45.5% | |
| Spring Lake Resource Administration | 30,978 | 34,332 | 34,332 | 13,260 | 38.6% | |
| Library | 10,176,826 | 10,807,325 | 10,822,037 | 5,308,040 | 49.0% | |
| Stadium Maintenance | 92,285 | 117,296 | 117,296 | 51,835 | 44.2% | |
| Culture Recreation Other (Some of the Community Funding) | 268,069 | 268,069 | 268,069 | 142,731 | 53.2% | |
| Planning | 2,888,049 | 3,522,591 | 3,528,841 | 1,574,366 | 44.6% | |
| Engineering | 1,171,023 | 1,987,178 | 1,587,178 | 652,284 | 41.1% | |
| Cooperative Extension | 550,814 | 717,173 | 719,173 | 302,817 | 42.1% | |
| Location Services | 304,055 | 315,177 | 315,177 | 72,518 | 23.0% (6) | |
| Soil Conservation | 142,710 | 142,570 | 647,875 | 99,407 | 15.3% (7) | |
| Public Utilities | 89,168 | 87,153 | 87,153 | 44,094 | 50.6% | |
| Economic Physical Development Other | 20,000 | 20,000 | 20,000 | 20,000 | 100.0% | |
| Industrial Park | 1,117 | 1,104 | 11,254 | 8,433 | 74.9% | |
| Economic Incentive | 462,345 | 461,677 | 461,677 | 28,749 | 6.2% (8) | |
| Water and Sewer | - | 250,000 | 250,000 | - | 0.0% (9) | |
| Education | 93,830,717 | 92,457,009 | 93,143,900 | 53,600,108 | 57.5% | |
| Other Uses: | | | | | | |
| Transfers Out | 7,611,953 | 19,451,804 | 30,645,565 | 244,547 | 0.8% (10) | |
| Refunding of 2009A and 2011B LOBS | 27,531,480 | - | - | - | NA (11) | |
| TOTAL | \$ 335,384,092 | \$ 316,984,396 | \$ 334,356,974 | \$ 151,582,108 | 45.3% | |

| Expenditures by Category | FY17-18 | FY18-19 | FY18-19 | AS OF | PERCENT OF |
|-----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------|
| | UNAUDITED | ADOPTED BUDGET | REVISED BUDGET | December 31, 2018 | BUDGET TO DATE |
| Personnel Expenditures | \$ 123,827,311 | \$ 140,421,227 | \$ 140,493,208 | \$ 66,312,648 | 47.2% |
| Operating Expenditures | 151,864,357 | 153,678,512 | 159,646,432 | 83,086,220 | 52.0% |
| Capital Outlay | 2,582,289 | 2,655,876 | 2,794,792 | 1,516,495 | 54.3% |
| Debt Service | 21,966,702 | - | - | - | 0.0% (3) |
| Refunding of 2009A and 2011B LOBS | 27,531,480 | - | - | - | 0.0% (11) |
| Transfers To Other Funds | 7,611,953 | 20,228,781 | 31,422,542 | 666,745 | 2.1% (10) |
| TOTAL | \$ 335,384,092 | \$ 316,984,396 | \$ 334,356,974 | \$ 151,582,108 | 45.3% |

COUNTY OF CUMBERLAND

Fiscal Year 2019 - December Year-to-Date Actuals (Report Run Date: January 22, 2018)

Additional Detail

General Fund Revenues

*

| | |
|-----|--|
| (1) | Current Year Ad Valorem 77.8% - the bulk of revenues are typically recorded between November - January. |
| (2) | Motor Vehicles 43.9% - YTD Actual reflects 5 months of collections. |
| (3) | Sales Tax 24.0% - YTD Actual reflected 3 month of collections. |
| (4) | Unrestricted/Restricted Intergovernmental 30.1% - A large portion of this revenue is expenditure based. Funds are spent/then we are paid. This leads to a one-two month lag in receiving the funds. |
| (5) | Proceeds on Refunding/Premium/Closing NA - The County has not completed a refunding this fiscal year. |
| (6) | Lease Land CFVMC 95.1% - The hospital is invoiced at the beginning of the year and typically pays immediately. |
| (7) | Fund Balance Appropriation 0% - Direct entries are not made to fund balance. |

General Fund Expenditures

**

| | |
|------|---|
| (1) | Court Facilities 23.0% - Expenses are low due to repairs and maintenance expenses not being expended thus far. |
| (2) | Information Services 32.1% - Funds have been encumbered for the Tax Office software project (~\$1,526,000) and for computer software (~\$633,000), but not yet paid. |
| (3) | Debt Service NA - This category has been moved out of the general fund and into the capital investment fund. |
| (4) | Youth Diversion 19.0% - Vacant position within the department. An allocation is done for the administrative assistant that is helping with the program. |
| (5) | Public Safety Other 28.7% - Invoice receipt is lagging by 1.5 months. However, funds are encumbered for these services through year-end. |
| (6) | Location Services 23.0% - Vacant position within the department. |
| (7) | Soil Conservation 15.3% - The Stream Debris Removal grant has not been expended because of the difficulty in clearing streams due to extreme/unusually high waters. |
| (8) | Economic Incentive 6.2% - Economic incentives are budgeted at 100% of agreements but are not paid unless/until the company complies. |
| (9) | Water and Sewer 0% - Use of the budgeted funds has not yet been required. |
| (10) | Transfers Out 0.8% - Transfers are generally prepared toward the end of the fiscal year. |
| (11) | Refunding NA - The County has not completed a refunding this fiscal year. |

County of Cumberland
General Fund Expenditures

| DEPARTMENTS | FY17-18 AUDITED | FY18-19 ADOPTED BUDGET | FY18-19 REVISED BUDGET | YTD ACTUAL | PERCENT OF BUDGET TO DATE | ** |
|---|--------------------|---------------------------|---------------------------|----------------------------|------------------------------|----|
| | | | | AS OF December 31, 2018 | | |
| Governing Body | \$ 574,959 | \$ 628,960 | \$ 628,960 | \$ 349,065 | 55.5% | |
| Administration | 1,395,666 | 1,525,894 | 1,565,394 | 709,940 | 45.4% | |
| Public Affairs/Education | 470,475 | 497,286 | 523,286 | 219,381 | 41.9% | |
| Human Resources | 803,599 | 924,551 | 924,551 | 480,349 | 52.0% | |
| Print, Mail, and Design | 690,408 | 788,684 | 788,684 | 405,905 | 51.5% | |
| Court Facilities | 150,183 | 156,220 | 156,220 | 36,531 | 23.4% ⁽¹⁾ | |
| Facilities Maintenance | 1,812,003 | 1,024,101 | 1,024,101 | 454,894 | 44.4% | |
| Landscaping & Grounds | 591,282 | 669,140 | 669,140 | 329,750 | 49.3% | |
| Carpentry | 184,325 | 162,507 | 162,507 | 83,977 | 51.7% | |
| Facilities Management | 1,233,496 | 1,316,856 | 1,316,856 | 632,708 | 48.0% | |
| Public Buildings Janitorial | 705,450 | 724,839 | 724,839 | 343,854 | 47.4% | |
| Central Maintenance | 613,017 | 948,724 | 948,724 | 361,838 | 38.1% | |
| Information Services | 3,425,808 | 4,336,330 | 7,087,516 | 2,277,181 | 32.1% ⁽²⁾ | |
| Board of Elections | 1,148,659 | 2,237,329 | 2,237,329 | 1,170,906 | 52.3% | |
| Finance | 1,156,051 | 1,295,351 | 1,295,351 | 593,765 | 45.8% | |
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**County of Cumberland
General Fund Expenditures**

| DEPARTMENTS | FY17-18 AUDITED | FY18-19 ADOPTED BUDGET | FY18-19 REVISED BUDGET | YTD ACTUAL AS OF | PERCENT OF BUDGET TO DATE | ** |
|--|-----------------------|---------------------------|---------------------------|-----------------------|------------------------------|----|
| | | | | December 31, 2018 | | |
| Child Support | 4,757,955 | 5,205,713 | 5,205,713 | 2,369,211 | 45.5% | |
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COUNTY OF CUMBERLAND

Fiscal Year 2019 - December Year-to-Date Actuals (Report Run Date: January 22, 2018)

Additional Detail

General Fund Revenues

*

| | |
|-----|--|
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General Fund Expenditures

**

| | |
|------|---|
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ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 12/27/2018

SUBJECT: PROJECT UPDATES

Requested by: AMY H. CANNON, COUNTY MANAGER

**Presenter(s): JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE
DIRECTOR**

BACKGROUND

Please find attached the monthly project update report for your review.

RECOMMENDATION / PROPOSED ACTION

This is for information purposes only as there is no action required for this item.

ATTACHMENTS:

| Description | Type |
|------------------------|-----------------|
| Montly Progress Update | Backup Material |

| MONTHLY PROGRESS REPORT | | | |
|--|---------------------|---|-------------------|
| Project Location | Construction Amount | Project Status | Contract Duration |
| Courthouse, Detention Center, Community Corrections, Headquarters Library Parking Lots | \$174,251.53 | Contractor has completed Detention Center, Community Corrections lot and Courthouse lots. Contractor is awaiting notice to proceed from County for HQ Library lots. The HQ Library lots are postponed until PNG completes their gas installation. | 90 days |
| Veteran's Services Parking Lot | \$135,462.33 | Contractor is preparing project schedule. Weather and asphalt availability have delayed the contract start date. | 35 days |
| Building Envelope Repairs Project | \$551,479.00 | Contractor has completed Spring Lake Library and Family Resource Center, Historic Courthouse and the Judge E. Maurice Braswell Courthouse. The contractor is pursuing work at Bradford Place and Department of Social Services. | 120 days |
| Crown Coliseum Membrane and Sealant | \$1,735,100.00 | Membrane and sealant installation is complete. The contractor is finalizing flashing and cleaning up project site for final inspection. | 180 days |
| Crown Complex Stormwater Pond A | \$642,212.50 | Contractor is installing additional drainage due to seeping. The bottom of the pond is being excavated. | 150 days |
| Crown Complex Stormwater Pond B | \$705,040.00 | Contractor is installing ground cover on the project. Grading operations are completed. The contractor is preparing for sheet pile installation. | 150 days |
| Overhills Park Water and Sewer District | \$4,131,106.59 | Contractor is performing repairs to both lift stations. The contractor is awaiting the arrival of parts to complete the lift station repairs due to Hurricane Florence. | 565 days |



ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA C. CARDINALI

DATE: 1/23/2019

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: AMY H. CANNON

Presenter(s):

BACKGROUND

Total health insurance claims for FY19 are up 37% for the month of December as compared to the same month in FY18. To provide some perspective on the claims, below is the 6-month average for the past 5 fiscal years. This average represents the average claims for July - December of each fiscal year. Additionally, graphs are provided as an aid to the analysis.

RECOMMENDATION / PROPOSED ACTION

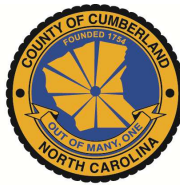
No action needed – for information only.

ATTACHMENTS:

| Description | Type |
|--------------------------|-----------------|
| Monthly Health Insurance | Backup Material |
| Health Insurance Graphs | Backup Material |

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



DUANE T. HOLDER
Assistant County Manager

TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

MEMO FOR THE AGENDA OF THE FEBRUARY 7, 2019 AGENDA SESSION

TO: BOARD OF COMMISSIONERS

FROM: MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER

THRU: AMY H. CANNON, COUNTY MANAGER

DATE: JANUARY 23, 2019

SUBJECT: MONTHLY HEALTH INSURANCE REPORT

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter: N/A

BACKGROUND:

Total health insurance claims for FY19 are up 37% for the month of December as compared to the same month in FY18. To provide some perspective on the claims, below is the 6-month average for the past 5 fiscal years. This average represents the average claims for July - December of each fiscal year. Additionally, graphs are provided as an aid to the analysis.

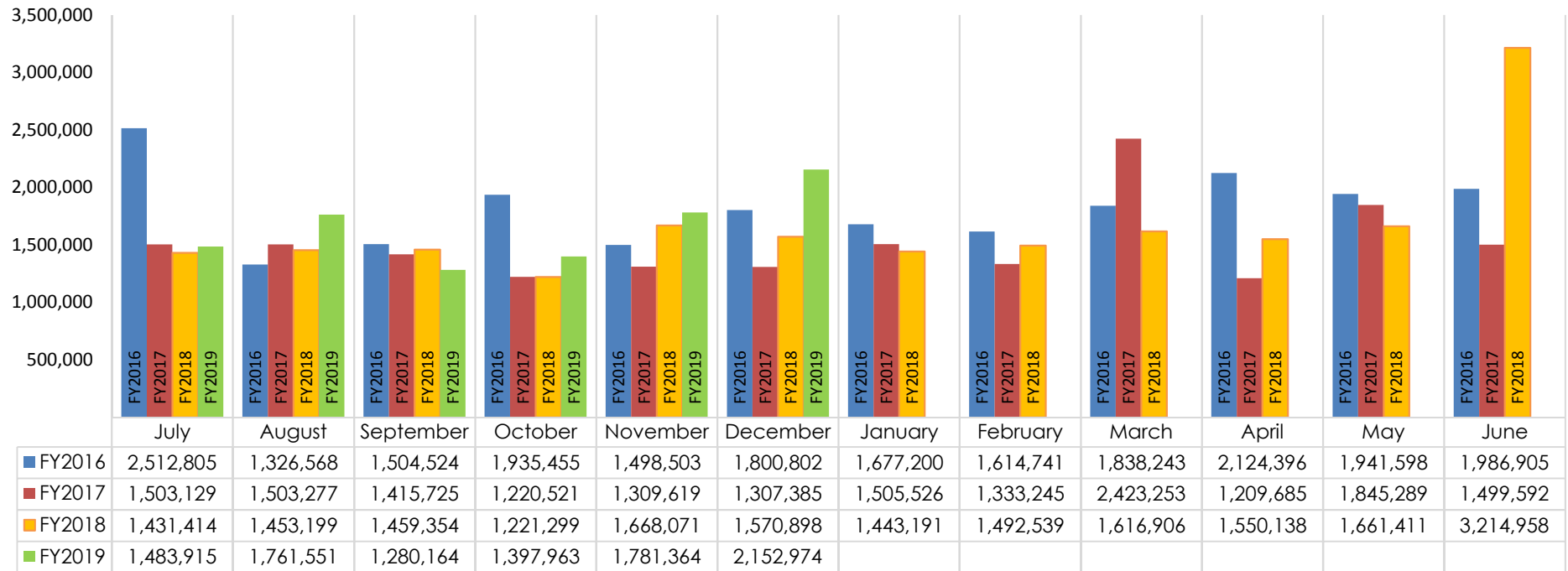
Average claims per fiscal year through December:

FY15 \$1,584,932
FY16 \$1,763,110
FY17 \$1,376,609
FY18 \$1,467,373
FY19 \$1,642,988

RECOMMENDATION/PROPOSED ACTION:

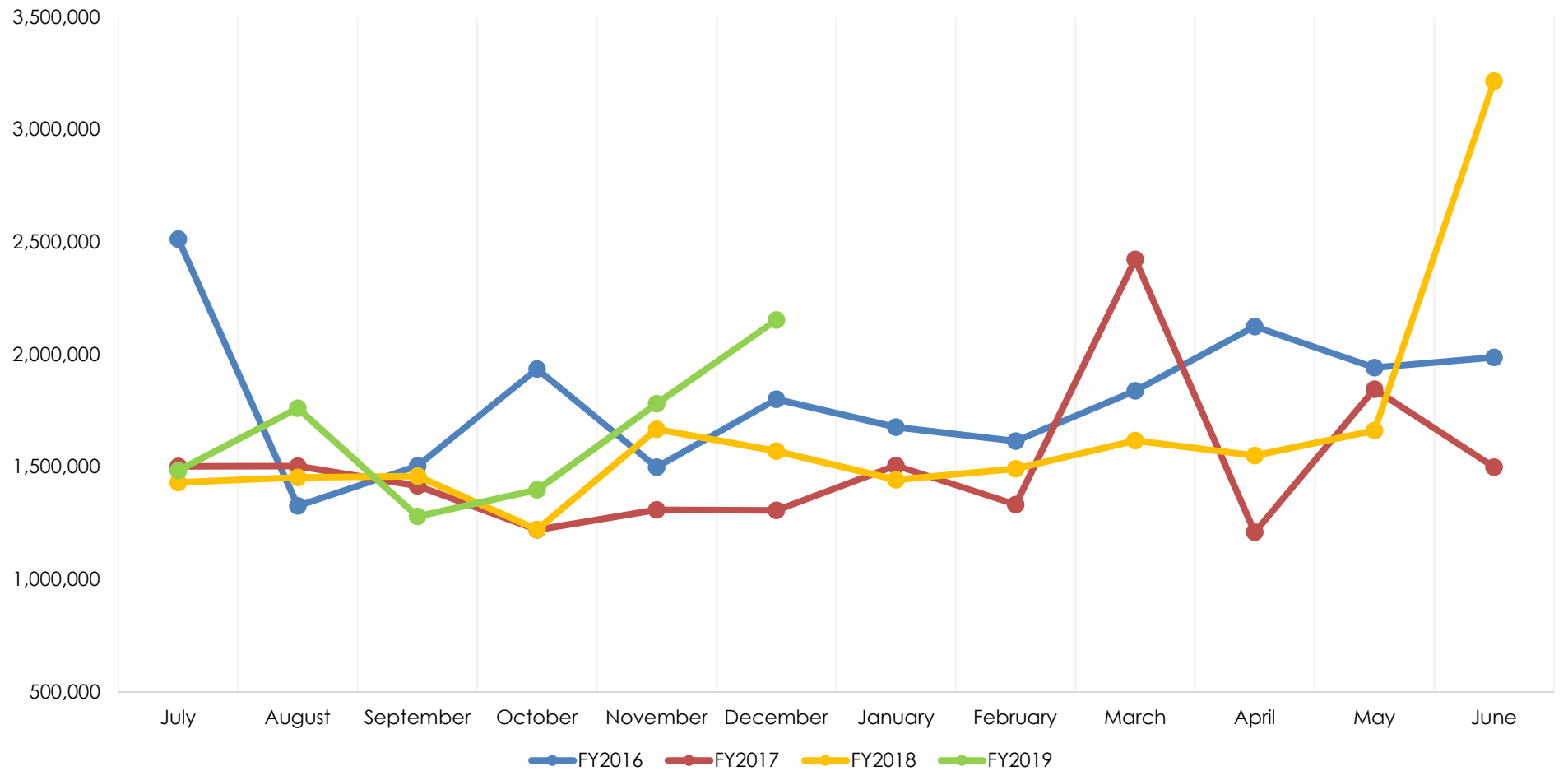
No action needed – for information only.

Monthly Insurance Claims FY16-FY19



■ FY2016 ■ FY2017 ■ FY2018 ■ FY2019

Monthly Insurance Claims FY16 - FY19





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

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 1/31/2019

**SUBJECT: TIER ONE DESIGNATION AND EXPANDED FUNDING
OPPORTUNITIES**

Requested by: AMY CANNON, COUNTY MANAGER

**Presenter(s): ROBERT VAN GEONS, PRESIDENT & CEO, FAYETTEVILLE
CUMBERLAND COUNTY ECONOMIC DEVELOPMENT
CORPORATION**

BACKGROUND

The N.C. Department of Commerce announced on Nov. 30 that Cumberland County was among several counties in the state that had moved from a Tier 2 to a Tier 1 designation. Tier 1 counties are generally the 40 most economically distressed in the state.

Chair Jeannette Council and City of Fayetteville Mayor Mitch Colvin met with Department of Commerce representatives and community leaders on Jan. 15 to discuss ways to seek funding opportunities under Cumberland County's Tier 1 designation.

Robert Van Geons will present information about the tier system and expanded grant and funding opportunities based on a Tier 1 designation.



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

**MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 7, 2019
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 1/29/2019

**SUBJECT: DISCUSSION OF FEDERAL PRIORITIES IN ADVANCE OF THE NACO
CONFERENCE**

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): SALLY SHUTT

BACKGROUND

During its Legislative Goals Conference in January, the North Carolina Association of County Commissioners (NCACC) adopted the federal goals listed below. Cumberland County commissioners and management team members will join other NCACC members for the National Association of Counties (NACo) Legislative Conference in Washington, D.C., on March 2-6.

NCACC members will promote the goals during meetings with the North Carolina delegation.

NCACC Federal Goals

FG-1: Support increased funding for disaster preparation, assistance, and mitigation as well as legislation that expedites and expands county use of federal disaster assistance funds.

FG-2: Support funding for behavioral health programs and services to address the opioid and substance abuse epidemic and support flexibility for counties to use funds for prevention and recovery.

FG-3: Support funding and legislation to expand high speed broadband access.

FG-4: Support measures to reduce the number of people with mental illness in county jails, such as those identified in NACo's Stepping Up Initiative.

FG-5: Support funds for health, human and economic services programs including temporary assistance for needy families, food and nutrition services, and federal block grants.

FG-6: Support funding for payment in lieu of taxes, agricultural, conservation, workforce, economic development and infrastructure programs that help counties meet public needs.

FG-7: Support coordination with state and local governments when a federal agency, such as EPA, seeks to regulate emerging contaminants and other discharges into drinking water sources.

FG-8: Oppose unfunded mandates and changes in eligibility for federal programs that shift costs to counties.

FG-9: Support timely reauthorization of the Older Americans Act, including greater flexibility, and increased funding to fully restore programs to pre-sequestration levels.

RECOMMENDATION / PROPOSED ACTION

For information purposes and discussion of any federal legislative goals specific to Cumberland County.