
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 564
SEPTEMBER 12, 2019
1:00 PM

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
 - A. August 13, 2019 Agenda Session Special Meeting
3. PRESENTATIONS
 - A. Update On Cumberland County and Harnett County Boundary Line by N.C. Geodetic Survey
 - B. Opportunity Zone Investment Projects
 - C. Update on Services to Address Homelessness
4. CONSIDERATION OF AGENDA ITEMS
 - A. Contracted Temporary Staffing Agency Responses to "Ban the Box"
 - B. Request to Set Meeting Dates for Annual Updates to the Capital Planning Model
 - C. Allied Universal Contract For Department Of Social Services
 - D. Professional Project Management Services Agreement with the Wooten Company
 - E. Contract for Detention Center Roof Project
 - F. Permanent Easement for Fiber Optic Cable at Veterans Services with South Carolina Telecommunications Group, LLC
 - G. Consideration of Agreement for Enforcement of Minimum Housing Code for the Town of Wade
5. MONTHLY REPORTS
 - A. Community Development Block Grant - Disaster Recovery (CDBG-DR) Monthly Update
 - B. Unaudited FY2019 Financial Report
 - C. Project Updates
 - D. Health Insurance Update
6. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

October 10, 2019 (Thursday) 1:00 P.M.

November 14, 2019 (Thursday) 1:00 P.M.



OFFICE OF THE TAX ADMINISTRATOR

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 9/12/2019

**SUBJECT: UPDATE ON CUMBERLAND COUNTY AND HARNETT COUNTY
BOUNDARY LINE BY N.C. GEODETIC SURVEY**

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): JOSEPH R. UTLEY, JR. TAX ADMINISTRATOR

BACKGROUND

A presentation was given at the June 13, 2019 Agenda Session of the Board of Commissioners. At that meeting, the following information was presented:

- In 2000, both the Cumberland and Harnett County Commissioners requested a resurvey of the boundary between the two counties
- The NC Geodetic Survey hired a firm that completed the survey in July 2002
- For reasons unknown, the survey was never approved by either board leaving the survey unrecorded and no further action taken
- In December 2018, the Chairman of the Harnett County Board of Commissioners requested the assistance of the Cumberland Board of Commissioners, asking that the resurvey project be renewed and completed
- The NC Geodetic Survey updated the County Manager and leadership team in May on the status of the resurvey project and stated they would complete a report of research findings in July 2019

Mr. Gary Thompson, Chief of the NC Geodetic Survey will present a "Report of Research Findings" that provides an overview of the project from the state's perspective. Once Mr. Thompson has completed his presentation, information will be provided regarding the local impact of the survey.

RECOMMENDATION / PROPOSED ACTION

This presentation is for information only. No action is needed at this time; however, Board guidance will be sought at a future agenda session.



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY CANNON, COUNTY MANAGER

DATE: 9/4/2019

SUBJECT: OPPORTUNITY ZONE INVESTMENT PROJECTS

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): ROBERT VAN GEONS, FCEDC, PRESIDENT & CEO

BACKGROUND

Robert Van Geons has requested that a presentation be provided to the Board of Commissioners on Opportunity Zones. This is a federal program which provides tax benefits for individuals who invest in property, buildings and businesses, within qualifying areas. A consulting firm has been hired to identify and promote opportunity zone investment projects.

Attached you will find a detailed memo from Mr. Robert Van Geons.

RECOMMENDATION / PROPOSED ACTION

This item is presented for information only.

ATTACHMENTS:

Description	Type
Presentation by the Alliance regarding Opportunity Zone	Backup Material

TO: Amy Cannon, County Manager
CC:
FROM: Robert Van Geons, President & CEO
DATE: 8/29/2019
RE: *September 12th Presentation by The Alliance regarding Opportunity Zone*

Presentation and conversation with consulting firm selected to identify and promote Opportunity Zone investment projects

We look forward to introducing our team and discussing the work they will be doing to identify, package, and promote our community's most market-viable Opportunity Zone projects. This Federal program provides tax benefits for individuals who invest in property, buildings, and businesses, within qualifying areas. In order to fully take advantage of this legislation, qualifying funds must be committed and invested within the next 18 months (+/-).

The Alliance is charged with completing a comprehensive community assessment, site evaluations, project recommendations, and developing site-specific marketing materials. Subsequently, the team will directly present these proforma-based scenarios to established Opportunity Zone Funds. Additionally, an interactive, web-based dashboard will be created to convey key economic and community development indicators to investors.

Administered by FCEDC, funding for this project is being provided by the City of Fayetteville. These additional resources provide us a unique opportunity to leverage this powerful program, benefiting important corridors of our community. On behalf of Ronnie Bryant, Walter Davis, and their team, please know they appreciate this chance to meet the County Commissioners and they hope to work closely with you and your leadership team.

Recognizing that your agenda is very full on Thursday, we are committed to keeping this presentation to the time allotted. However, members of the team will be available later that afternoon and evening, as well as the following morning. If any Commissioner or staff would like to have a longer conversation regarding this project, please let us know.

Please do not hesitate to call with any questions or concerns.

Sincerely,



Robert M. Van Geons



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE HOLDER, ASSISTANT COUNTY MANAGER

DATE: 9/4/2019

SUBJECT: UPDATE ON SERVICES TO ADDRESS HOMELESSNESS

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): SALLY SHUTT, ASSISTANT COUNTY MANAGER

BACKGROUND

The Board of County Commissioners entered into an Interlocal Agreement Between Cumberland County and the City of Fayetteville to Address Homelessness on October 16, 2017. The purpose of the Agreement was for the parties to jointly undertake the provision of community-wide programs and services that address homelessness. Included in the Agreement was the formation of a Joint Homeless Committee consisting of a member of City Council, a member of the County Commissioners, an Assistant County Manager, County Governmental Affairs Officer, Deputy City Manager, Chairman of the Cumberland County Continuum of Care (CoC), City and County Community Development Directors, and the jointly funded County Community Development Data & Evaluation Analyst.

The Homeless Committee held its first meeting on March 6, 2018. Since that time, the Committee has worked to coordinate the Homeless Initiative Project which has helped to address the needs of many in our community who are homeless or at risk of experiencing homelessness. Additionally, the Committee has been involved in the planning of the proposed Community Resource Center aimed at providing one-stop services and resource referrals for those who are homeless or at risk of experiencing homelessness.

Staff will brief the Board on the status and outcomes of the Homeless Initiative Project as well as give an update on the current status of the CDBG-DR application for the Community Resource Center. Finally, pursuant to discussion at the August 15, 2019 Fayetteville-Cumberland Liaison Committee meeting, Ms. Laressa Witt, Chair of the Fayetteville/Cumberland Continuum of Care, will give a presentation on the Housing

First Initiative that was also shared with the Fayetteville City Council during their August 5, 2019 Council meeting.

RECOMMENDATION / PROPOSED ACTION

No action needed. For information purposes only.



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 7/30/2019

SUBJECT: CONTRACTED TEMPORARY STAFFING AGENCY RESPONSES TO "BAN THE BOX"

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

As approved by the Board of Commissioners, effective July 1, 2019 the County entered into temporary services contracts with four temporary staffing companies. A Commissioner inquired about the staffing companies' procedures in regard to "Ban the Box".

The following statement and questions were emailed to the point of contact for each of the four companies:

Several years back, Cumberland County joined the effort to create more fair hiring practices for applicants with a criminal history by implementing "Ban the Box". Therefore, the County's job applicants are not required to disclose a criminal conviction on the job application.

As a contracted temporary services staffing company for Cumberland County, how do you apply "Ban the Box" principles?

If you do not apply "Ban the Box" principles, will you consider implementing this specific to staffing temporary personnel for Cumberland County upon official notification?

The responses from each staffing company are attached.

RECOMMENDATION / PROPOSED ACTION

Consider amending the temporary services contracts to require implementation of "Ban the Box".

ATTACHMENTS:

Description

Q & A Ban the Box

Type

Backup Material

Questions and Answers from Temporary Staffing Companies Regarding “Ban the Box”

22nd Century Technologies, Inc.

Q. As a contracted temporary service staffing company for Cumberland County, how do you apply “Ban the Box” principles?

A. We include an equal opportunity statement on job applications to indicate that a record will not automatically disqualify anyone from a job, unless there is a specific legal exclusion. Initially, we review the position if it is of such sensitivity that a background check is warranted or if a background check is required. We do not conduct a background check for some positions where the jobs do not involve unsupervised access to sensitive populations or handling sensitive information.

Q. If you do not apply “Ban the Box” principles, will you consider implementing this specific to staffing temporary personnel for Cumberland County upon official notification?

A. Yes, we will consider implementing it for staffing temporary personnel for Cumberland County upon official notification.

BelFlex Staffing Network

Q. As a contracted temporary service staffing company for Cumberland County, how do you apply “Ban the Box” principles?

A. As a current general practice, BelFlex does still ask applicants to check a box as to whether they have been convicted of a felony. This general policy is under review by BelFlex's leadership team.

Q. If you do not apply “Ban the Box” principles, will you consider implementing this specific to staffing temporary personnel for Cumberland County upon official notification?

A. I think we can comfortably say we could consider doing "ban the box" for Cumberland-specific hires upon official notification.

Manpower

Q. As a contracted temporary service staffing company for Cumberland County, how do you apply “Ban the Box” principles?

A. Applicants are instructed to limit their disclosure of certain convictions. Our Red-Carpet conviction record disclosure form indicates to them what information the candidate should or should not disclose (see below in italics). In addition, we do not ask questions or inquire into a candidate's conviction record prior to extending a conditional offer of assignment.

*Have you ever been convicted of a felony or misdemeanor crime that has not been sealed, restricted or expunged by a court? ***

Yes

No

This question does not apply to me at this time due to where I live.

Questions and Answers from Temporary Staffing Companies Regarding “Ban the Box”

If yes, please list all convictions, including felony and misdemeanor convictions. Include date, city and state of each conviction.

***Do not include (1) convictions while a minor; (2) convictions that have been sealed, restricted, expunged or statutorily erased; or (3) information concerning any arrest that did not result in a conviction. Answering “yes” to this question will not be an absolute bar to an offer of employment.*

The ban the box is based on the state and/or municipality, not by client. The municipality would be every employer in Cumberland County, not just those working through Manpower for the County.

Onboarding is not completed until an offer is extended by the employer. We do not initiate Red Carpet until you let us know to move forward with a candidate.

Q. If you do not apply “Ban the Box” principles, will you consider implementing this specific to staffing temporary personnel for Cumberland County upon official notification?

A. We can commit to not checking the Conviction Question response before we send off the background check. It is on a separate form from the Complete Background Check Authorization that we submit to the background check provider.

MegaForce Staffing Group, Inc.

Q. As a contracted temporary service staffing company for Cumberland County, how do you apply “Ban the Box” principles?

A. Mega Force removed this question from our application years ago and does not require applicants to disclose during the application process. It is only discussed after a conditional offer when the employee is asked to complete a consent for background check.



FINANCE OFFICE

**MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 8/29/2019

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

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

In March 2018 the Board of Commissioners began the process of incorporating capital project priorities into the capital planning model. In November, the model was updated and implemented into the fiscal year 2020 budget. As discussed in the initial meetings, updating Board priorities within the capital planning model is an annual occurrence.

It is now time to update the capital planning model and re-visit both short- and long-term capital project goals for the fiscal year 2021 budget. Joining us again this year to facilitate this process will be the County's financial advisors, DEC Associates, Inc.

The request for today is to set the meeting dates to update the capital planning model:

- Thursday October 17 @ 1:00 p.m. to review the previously determined FY20 priorities and seek Board input on modifications to those priorities.
- Thursday November 21 @ 1:00 p.m. to review the impact of modified priorities as well as the FY19 fund balance results on the model.

These dates were previously set aside on the calendar to address any carryover issues for the Board.

RECOMMENDATION / PROPOSED ACTION

County Management recommends that the following action be placed on the September 16, 2019 Board of Commissioners consent agenda:

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

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

Thursday November 21 @ 1:00 p.m. to review the impact of modified priorities as well as the FY19 fund balance results on the model.



DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, DIRECTOR

DATE: 8/27/2019

SUBJECT: ALLIED UNIVERSAL CONTRACT FOR DEPARTMENT OF SOCIAL SERVICES

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): BRENDA REID JACKSON, DIRECTOR

BACKGROUND

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

RECOMMENDATION / PROPOSED ACTION

We respectfully request your consideration of this contract for the Consent Agenda on September 16, 2019.

ATTACHMENTS:

Description	Type
Allied Universal Contract for Department of Social Services	Backup Material

SECURITY PROFESSIONAL SERVICE AGREEMENT

Contract #
2020143


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


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

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

CLIENT: CCDSS Main

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

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

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

Fax 910-677-2886:

Fax: 919-571-8576

Effective Date: September 1, 2019

GENERAL TERMS AND CONDITIONS

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

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

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

A. Scope of Services

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

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

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

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

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

B. Independent Contractor / Personnel

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

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

C. Billing

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

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

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

D. Physical and Intellectual Property

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

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

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

E. Insurance and Indemnification

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

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

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

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

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

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

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

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

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

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

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

F. Compliance with Laws

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

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

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

G. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A

General Terms and Conditions

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

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

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

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

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

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

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

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

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

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

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

Transportation of Clients by Contractor:

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

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

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

Compliance with Applicable Laws

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

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

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

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

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

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

Trafficking Victims Protection Act of 2000 :

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

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

Confidentiality

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

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

Oversight

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

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

Warranties and Certifications

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

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

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

E-Verify

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Cumberland County Department of Social Services/Human Services

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

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

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

1. 1225 Ramsey Street
(Street address)

Fayetteville, Cumberland County, NC 28301
(City, county, state, zip code)
2. _____
(Street address)

(City, county, state, zip code)

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

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

Certification Regarding Nondiscrimination

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

Approved by:

Allied Universal

Name of Organization

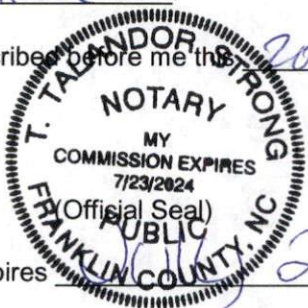
Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North CarolinaCounty of Wake

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

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

T. Talando Strong
 Notary Public

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

ATTACHMENT E - OVERDUE TAXES

Allied Universal

September 1, 2019

To: Cumberland County Department of Social Services

Certification:

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

Sworn Statement:

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

[Signature]
Signature of Organization Official

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

[Signature]
(Notary Signature and Seal)


My Commission Expires: 7/23/24

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

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Cumberland County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES/HUMAN SERVICES

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Paragraph A.

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

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

Paragraph B.

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

Paragraph C.

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

Paragraph D.

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES/HUMAN SERVICES

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

Instructions for Certification

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

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

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

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

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

Signature

Title

Agency/Organization

Date

[Signature]
Allied Universal Security Services

Regional Vice President
August 15th, 2019

(Certification signature should be same as Contract signature.)

ALLIED UNIVERSAL – ARMED DSS FAYETTEVILLE
ATTACHMENT M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

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

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

Certifications

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

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

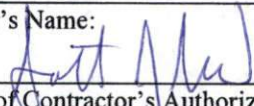
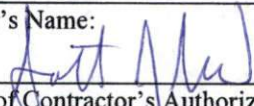
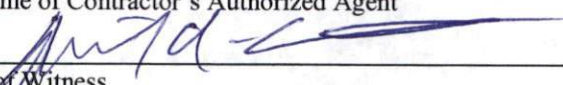
Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

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

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

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

Allied Universal

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

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

ATTACHMENT N

Cumberland County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

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

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

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

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

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

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

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

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

Auth [Signature]
Signature

Regional Vice President
Title

Allied Universal Security Services
Agency/Organization

August 15th, 2019
Date

(Certification signature should be same as Contract signature.)

EXHIBIT "A"

to Agreement Between

**Allied Universal
and
CCDSS Main**

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

4600 Marriott Drive, Raleigh, NC, 27612

919-781-8822

919-571-8576

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

Description of Services:

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

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

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

EXHIBIT “B”

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

BILLING RATES

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

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

Additional Notes:

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

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

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

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

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

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

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



CONTRACT #: 2020143

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

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

Company Name: Allied Universal

[Signature]
Authorized Signer

Date August 15th, 2019

THIS IS A SIGNATURE PAGE ONLY

Allied Universal – Fayetteville

Amount: \$235,000

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

Date

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

Approved for Legal Sufficiency:

By: _____
VICKI EVANS
County Finance Director

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



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 9/3/2019

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

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

BACKGROUND

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

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

RECOMMENDATION / PROPOSED ACTION

The Community Development Director and County Management recommend that the proposed action be

placed on the September 16, 2019 Board of Commissioners agenda as a consent item:

- Approve the professional service agreement with The Wooten Company in the amount not to exceed \$111,700.

ATTACHMENTS:

Description

Type

Professional Services Agreement with The Wooten Company

Backup Material

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

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

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

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

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

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

Scope of Services – Standards of Performance

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

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

County's Responsibilities

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

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

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

Payment of Services

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

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

Progress Reports

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

Term of Agreement

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

Performance Monitoring

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

Independent Contractor

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

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

Hold Harmless

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

Workers' Compensation

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

Insurance & Bonding

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

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

Debarred / Suspended

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

County Recognition

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

Amendments

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

Suspension or Termination

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

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

Documentation and Record-Keeping

WOOTEN will maintain all records required by the Federal regulations specified in 24 CFR_570.506 that are pertinent to the activities to be funded under this Agreement. Such records will include, but not be limited to:

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

Retention and Transmission

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

Client Data

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

Disclosure

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

Property Records

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

Close-Outs

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

Audits and Inspections

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

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

Procurement

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

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

Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Section 504

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

4. EEO Statement

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

5. Subcontract Provision

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

Employment Restrictions **Prohibited Activity**

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

Assignability

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

Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

Hatch Act

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

Conflict of Interest

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

Lobbying Certification

WOOTEN hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreements;

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

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

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

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

Religious Organization

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

Environmental Conditions

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

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

Severability

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

Merger Clause

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

Non-Appropriation Clause

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

Iran Divestment Act Certification

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

E-Verify

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

EXHIBIT I

ACTIVITIES/PROJECTS

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

Project Location – 515 Candleberry Court, Fayetteville, NC 28301

Project Design

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

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

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

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

Scope of Work

Preliminary plans as follows:

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

Project Site Control

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

Site Conditions

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

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

EXHIBIT II

FEDERALLY REQUIRED PROVISIONS SUPPLEMENTAL GENERAL CONDITIONS

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

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

LEGAL REMEDIES PROVISION:

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

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

TERMINATION PROVISION:

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

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

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

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

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

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

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

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

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

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

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

AFFIRMATIVE ACTION – MBE/WBE PROVISION:

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

COPELAND “ANTI-KICKBACK” ACT PROVISION:

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

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

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

DAVIS-BACON ACT PROVISION:

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

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

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

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

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

FIX FORMATTING

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

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

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

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

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

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

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

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

ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE:

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

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

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

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

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

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

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

LEAD-BASED PAINT CLAUSE:

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

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

No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreements;

If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

PROGRAM INCOME:

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

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

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

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

General Compliance:

The Sub recipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended [if the Grantee is subject to 24 CFR part 570, sub part K, insert: "and 24 CFR 570.601 and 570.602". No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Sub recipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

Architectural Barriers

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

Minimum Guidelines and Requirements for Accessible Design 36 CFR Part 1190

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

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

Environmental Review

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

Flood Plain – Flood Hazard & Flood Insurance

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

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

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

The Sub recipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 U.S.C. § 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. § 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

Green Building

The project shall follow pursuant to 81 Fed. Reg. 83254, sec. VI, no. 28(a) – (d) (Nov. 21, 2016), all new construction of residential buildings and all replacement of substantially damaged residential buildings funded under this Agreement must meet an industry-recognized standard that has achieved certification under at least one of the following programs: (i) ENERGY STAR (Certified Homes or Multifamily High-Rise), (ii) Enterprise Green Communities; (iii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), (iv) ICC–700 National Green Building Standard, (v) EPA Indoor Air Plus (ENERGY STAR a prerequisite), or (vi) any other equivalent comprehensive green building program acceptable to HUD.

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

COUNTY OF CUMBERLAND

ATTEST:

BY: _____
CLERK TO THE BOARD OF COMMISSIONERS

BY: _____
DR. JEANNETTE M. COUNCIL, CHAIR,
DATE _____

[COUNTY SEAL]

THE WOOTEN COMPANY

ATTEST:

BY: _____

BY: _____

BOB EGAN, PE DATE

PRE-AUDIT CERTIFICATE:

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

By: _____

Finance Director Date

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
County Attorney Date

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

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

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

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

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

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

NOTARY PUBLIC

My Commission Expires: _____



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 8/29/2019

SUBJECT: CONTRACT FOR DETENTION CENTER ROOF PROJECT

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): ALLAN J. RIDDLE, PE, ASSISTANT COUNTY ENGINEER

BACKGROUND

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

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

RECOMMENDATION / PROPOSED ACTION

The Engineering and Infrastructure Director and County Management recommend that the proposed actions below be placed on the September 16th Board of Commissioners agenda as a consent item:

1. Accept the bids for the roof re-cover project and award a contract to the lowest, responsible and

responsive bidder, Owens Roofing, Inc., in the amount of \$1,238,351.

2. Establish a contingency in the amount of \$100,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

ATTACHMENTS:

Description

Type

Letter of Recommendation and Bid Tab

Backup Material



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

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

August 26, 2019

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

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

Dear Mr. Brown,

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

Please call if you have questions or comments.

Sincerely,

Fleming & Associates, PA

Stephen Fleming, PE, RBEC




Bid Tabulation Form

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

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

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


Stephen Fleming, PE, RBEC

8/26/19
Date

Boldface type indicates the apparent lowest responsive bidder.



August 23, 2019

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

Ref.: Cumberland County Detention Center Roof Re-Cover

Dear Mr. Fleming:

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

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

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

Sincerely,
Triangle Roofing Services, Inc.

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

Chris Hughes
President



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 8/29/2019

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

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): ALLAN J. RIDDLE, PE, ASSISTANT COUNTY ENGINEER

BACKGROUND

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

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

RECOMMENDATION / PROPOSED ACTION

The Engineering and Infrastructure Director and County Management recommend that the proposed action below be placed on the September 16th Board of Commissioners agenda as a consent item:

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

ATTACHMENTS:

Description	Type
Easement Document	Backup Material
Easement Map	Backup Material

STATE OF NORTH CAROLINA)
)
COUNTY OF CUMBERLAND)

EASEMENT

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

WITNESSETH:

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

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

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

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

{Signature Page to Follow}

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

GRANTEE:

ATTEST:

South Carolina Telecommunications Group
Holdings, LLC

By: _____

Title: _____

Date: _____

STATE OF _____)

_____)

COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

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

GRANTOR:

ATTEST:

(Clerk) _____

CUMBERLAND COUNTY

By: _____
Jeanette M. Council, Chairman of the Board

Date: _____

STATE OF _____)

)

COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

EXHIBIT B – PROPERTY DESCRIPTION

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

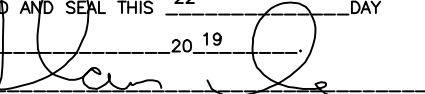
SECOND TRACT: BEGINNING at a stake in the eastern margin of cool Spring Street the northwest corner of the tract of land described in the deed dated October 16, 1972, from Cumberland County to Cape Fear Production Credit Association, recorded in Book 2350, Page 607, Cumberland County Registry, the second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

Property Identification Number 0437-72-4947

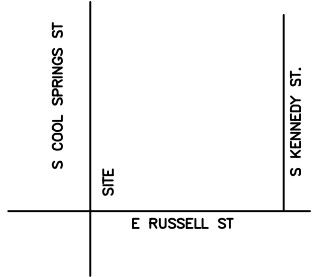
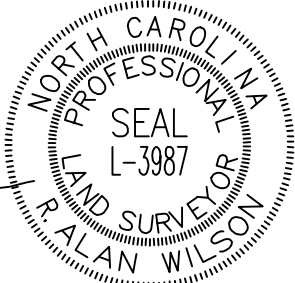
DERIVATION: Being the same property conveyed to Grantor by deed of Cape Fear Farm Credit, ACA dated June 4, 1997 and recorded on June 4, 1997 in Deed Book 4670 at Page 432 in the Cumberland County Register of Deeds Office.

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

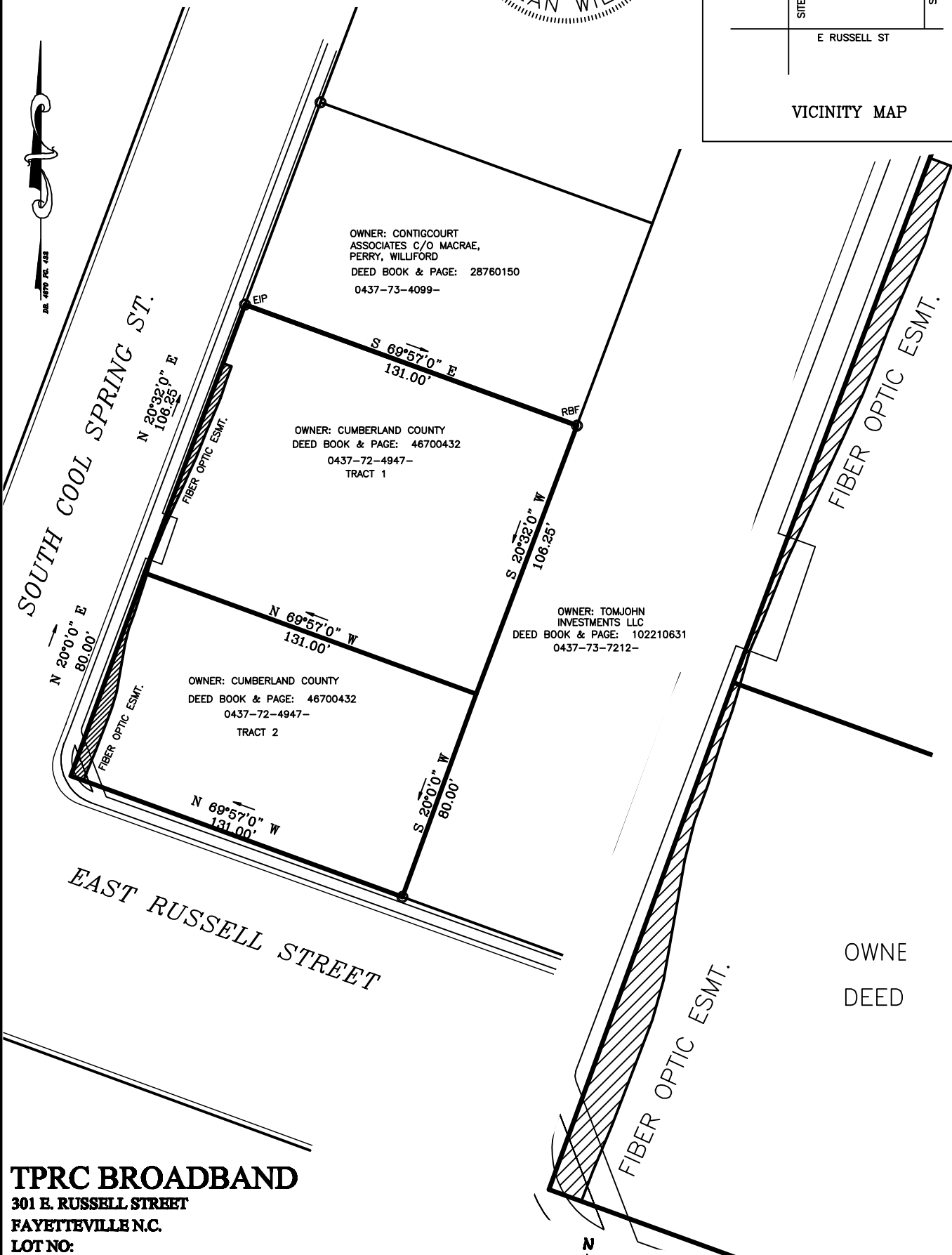
WITNESS MY HAND AND SEAL THIS 22 DAY
OF AUG. 20 19

LAND SURVEYOR: 

REGISTRATION NUMBER: L-3987



VICINITY MAP




TPRC BROADBAND

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

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

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

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

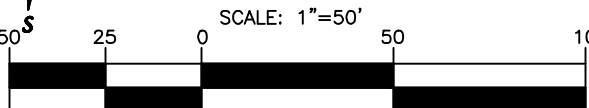


SCALE: 1"=20'
UTILITY LOCATION

ILSON SURVEYING, INC.

R. ALAN WILSON - PROFESSIONAL LAND SURVEYOR, NO. L3987
402 BLANDWOOD AVENUE, GREENSBORO, N.C. 27401
TELEPHONE: (336) 275-8888 * FAX: (336) 272-1617

SCALE: 1"=50'



JOB. NO.: 63170

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



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 9/5/2019

**SUBJECT: CONSIDERATION OF AGREEMENT FOR ENFORCEMENT OF
MINIMUM HOUSING CODE FOR THE TOWN OF WADE**

Requested by: TOWN OF WADE THROUGH ITS TOWN ATTORNEY

Presenter(s): COUNTY ATTORNEY

BACKGROUND

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

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the Board consider the following options:

(1) Approve Town's request as presented; or

(2) Require Town to remain liable for any claim not covered by its insurance.

ATTACHMENTS:

Description

Type

Proposed Amended Agreement

Backup Material

NORTH CAROLINA

AGREEMENT FOR INTERLOCAL UNDERTAKING
TO ENFORCE THE MINIMUM HOUSING CODE
FOR THE TOWN OF WADE

CUMBERLAND COUNTY

THIS AGREEMENT, is made and entered into by and between the TOWN OF WADE, a municipality duly incorporated under the laws of North Carolina (hereinafter referred to as TOWN), and CUMBERLAND COUNTY, a body politic and corporate of the State of North Carolina (hereinafter referred to as COUNTY);

WITNESSETH:

WHEREAS, pursuant to N.C.G.S. § 160A-441, COUNTY adopted a Minimum Housing Code codified as Chapter 4, Article IV of the *Cumberland County Code*; and

WHEREAS, COUNTY enforces its Minimum Housing Code through designated inspectors in its Department of Planning and Inspections; and

WHEREAS, by Resolution adopted _____, TOWN'S governing board approved the application of COUNTY'S Minimum Housing Code within TOWN'S corporate limits pursuant to N.C.G.S. § 160A-441; and

WHEREAS, TOWN desires that COUNTY'S Minimum Housing Code be enforced within TOWN'S corporate limits by COUNTY to the extent that COUNTY and COUNTY'S Board of Commissioners shall be acting in the stead of TOWN and TOWN'S governing board for all purposes related to enforcement of COUNTY'S Minimum Housing Code within TOWN'S corporate limits; and

WHEREAS, the governing boards of TOWN and COUNTY have by resolutions ratified the provisions of this Agreement for Interlocal Undertaking pursuant to North Carolina General Statutes, Chapter 160A, Article 20, Part I, for the purpose of providing for the enforcement of COUNTY'S Minimum Housing Code within TOWN'S corporate limits.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and of the mutual benefits to result therefrom, the parties hereby agree as follow:

1. PURPOSE: The purpose of this Agreement is to establish an interlocal undertaking, as provided in N.C.G.S. § 160A-460, *et seq.*, whereby COUNTY shall enforce COUNTY'S Minimum Housing Code within TOWN'S corporate limits to the same extent as COUNTY'S Minimum Housing Code applies in COUNTY'S jurisdiction outside of TOWN'S corporate limits.

2. DURATION: This Agreement shall commence on the last date it is approved by either COUNTY'S or TOWN'S governing board and shall endure so long as the parties hereto exist and have the power to make and maintain such an agreement, unless sooner terminated as hereinafter provided; provided that this Agreement shall not extend beyond 99 years.

3. NO JOINT AGENCY: This agreement shall not create a joint agency between COUNTY and TOWN and COUNTY shall at all times enforce its Minimum Housing Code within TOWN'S corporate limits in such manner as COUNTY'S Board of Commissioners deems prudent and within the constraint of funds budgeted for this purpose.

4. PERSONNEL: All personnel necessary to implement, administer and enforce COUNTY'S Minimum Housing Code within TOWN'S corporate limits shall be those employees of the COUNTY designated by COUNTY for that purpose.

5. COUNTY'S RESPONSIBILITIES FOR FINANCING THE UNDERTAKING: All costs of enforcing COUNTY'S Minimum Housing Code within TOWN'S corporate limits shall be borne by COUNTY and TOWN shall not be required to allocate any funds to COUNTY for these costs. Costs shall include, but are not limited to, the following:

- a. The personnel cost for any inspectors or other COUNTY employees related to enforcement actions.
- b. The personnel cost associated with the provision of legal services to determine the ownership of any real or personal property for which enforcement is sought, to provide legal advice to any inspectors or other COUNTY officials related to enforcement actions and to defend any appeal of an inspector's decision to the courts.
- c. All costs associated with service of process for any enforcement action.
- d. The costs of demolition and disposal of demolition debris.

6. TOWN'S RESPONSIBILITIES FOR FINANCING THE UNDERTAKING: TOWN shall be solely liable and responsible for all costs associated with any claim made or lawsuit filed against COUNTY or any of its officials or employees arising out of, occasioned by or incident to the alleged or actual actions, omissions, negligence or constitutional violations by any of COUNTY'S employees or officials, but only to the extent that TOWN has in place a policy of liability insurance which provides coverage for such claims and only to the extent of the policy limits of such claims. TOWN shall make COUNTY an additional named insured under such insurance policy for these purposes only and provide a copy of any policy or a certificate of insurance for which COUNTY is named as an additional insured. Costs to be covered by such insurance shall include, but are not limited to, the following:

- a. Attorneys' fees and any other litigation costs incurred for representation of COUNTY or any of its employees or officials.
- b. Negotiated settlements of any claims made or lawsuits filed against COUNTY or any of its employees or officials.
- c. Judgments rendered against COUNTY or any of its employees or officials.

7. REAL PROPERTY: This Agreement does not require the purchase, acquisition, or disposition of real property by either party.

8. AMENDMENT: This Agreement may be amended at any time by mutual agreement between the parties in writing and duly ratified by their respective governing boards in conformance with N.C.G.S. § 160A-461.

9. TERMINATION: This Agreement may be terminated by either party at the end of any fiscal year on June 30 by the governing board of the party wishing to terminate giving written notice to the other governing board no less than 90 days in advance of the termination. Any enforcement actions pending at the time of termination shall become the sole responsibility of TOWN.

THEREFORE, the parties have set their hands and seals pursuant to action of their respective governing boards taken on the date indicated for each.

TOWN OF WADE

By: _____
_____, Mayor

ATTEST:

_____, Town Clerk

Ratified by Town's Governing Board on _____

CUMBERLAND COUNTY

By: _____
Jeannette M. Council, Chair
Board of Commissioners

ATTEST:

Candice White, Clerk to the Board

Ratified by the Cumberland County Board of Commissioners on _____



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 9/3/2019

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

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): COMMUNITY DEVELOPMENT STAFF

BACKGROUND

Cumberland County, in partnership with NC Emergency Management, is implementing 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 applications processed through the Intake Center.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Cumberland County CDBG-DR Program Update	Backup Material

CUMBERLAND COUNTY CDBG-DR PROGRAM UPDATE
FOR THE SEPTEMBER 12, 2019
BOARD OF COMMISSIONER'S AGENDA SESSION

Status as of August 30, 2019:

Total Applications	County Application Intake (Step 1)	State Eligibility Check (Step 2)	State Duplication of Benefits Check (Step 3)	State Under Further Review
349	4 (4 county/0 city)	1 (1 county/0 city)	3 (3 city/0 county)	56 (11 county/45 city)
State Inspection & Environmental Review (Step 4)	State Grant/Award Determination (Step 5)	Contractor Selection/Bid Work (Step 6)	Construction (Step 7) Complete (Step 8)	Withdrawn/Ineligible/Inactive
39 (5 county/34 city)	90(49 county/41 city)	30 (24 county/6 city)	18 (3 county/15 city) 11 (2 county/9 city)	26 (14 county/12 city) 46 (18 county/28 city) 25 (0 county/25 city)

**Step 1 performed by County; Steps 2-8 performed by State for County; Steps 2-8 performed by Horne & State for City*

Milestones/Activities:

- U.S. Department of Housing & Urban Development recently approved North Carolina Office of Recovery & Resiliency (NCORR) effective July 1 as the administering agency for CDBG-DR grant funds;
- NCORR in the process of preparing new SRA's for local governments to submit in September for review;
- Ongoing– County staff finalizing processing applications, follow-up with all applicants and submitting to State for conducting Steps 2-8. Staff continue to follow-up with applicants to provide continuity and status update of applicant's file in Step 5; in addition, staff also provide consultations, closing and post-closing to applicants;
- Robins Meadow Permanent Supportive Housing Project –NCORR submitted RROF to HUD 8/30, anticipate receiving Authority to Use Grant Funds around 9/16;
- Robins Meadow Permanent Supportive Housing Project A/E Services – pending BOC approval
- Community Resource Center Project new preliminary project site information form submitted to NCORR – project under further discussion with local governments;
- Preliminary site assessments conducted for potential projects for CDBG-DR Multi-Rental Housing development;
- DRA-17 Program – County and State staff closed 7 buyout properties to date; Hazardous Material Site Assessment Services contract under negotiation; demolition invitation to bid in process for advertisement within upcoming weeks

Current Staffing:

- State POC: John Ebbighausen – Director of Disaster Recovery Programs, NC Office of Recovery & Resiliency (NCORR); David Cauthorn, Comm. Outreach Specialist/Data Coordinator – NCORR
- Cumberland County:
 - Sylvia McLean, P.T. Community Development (CD) Consultant; Chavaungh McLamb, Admin Housing Coordinator II; Tye Vaught, Admin Program Officer II
- City of Fayetteville: Cindy Blot, Eco & CD Director; Horne, LLC

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 SEPTEMBER 12, 2019 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 8/30/2019

SUBJECT: UNAUDITED FY2019 FINANCIAL REPORT

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): NA

BACKGROUND

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

This should not be considered a final report for fiscal year 2019. Over the next several months, Finance will be working toward closing out the fiscal year and audit completion. You can expect updated monthly financial reports pertaining to fiscal year 2019 through October 2019 and a presentation of audit results in December. In November, we will begin reporting on fiscal year 2020 with a summary of results of the first quarter.

RECOMMENDATION / PROPOSED ACTION

No action is needed - for discussions and information purposes only.

ATTACHMENTS:

Description	Type
Unaudited FY2019 Financial Report as of 8-15-19	Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY17-18		FY18-19		FY18-19		UNAUDITED YTD ACTUAL AS OF June 30, 2019	PERCENT OF BUDGET TO DATE	*
	AUDITED		ADOPTED BUDGET		REVISED BUDGET				
Ad Valorem Taxes									
Current Year	\$	163,194,457	\$	163,777,000	\$	163,777,000	\$	165,634,524	101.1% (1)
Prior Years		1,105,826		1,121,000		1,121,000		1,252,112	111.7%
Motor Vehicles		18,788,786		18,326,000		18,326,000		19,996,530	109.1% (2)
Penalties and Interest		740,525		500,000		500,000		699,244	139.8%
Other		955,996		908,000		908,000		1,057,248	116.4%
Total Ad Valorem Taxes		184,785,590		184,632,000		184,632,000		188,639,658	102.2%
Other Taxes									
Sales		41,809,642		42,625,774		42,625,774		37,706,903	88.5% (3)
Real Estate Transfer		1,096,191		700,000		700,000		1,351,286	193.0%
Other		1,040,243		1,060,000		1,060,000		990,033	93.4%
Total Other Taxes		43,946,076		44,385,774		44,385,774		40,048,222	90.2%
Unrestricted & Restricted Intergovernmental Revenues		64,499,043		62,049,904		64,608,650		56,435,176	87.3% (4)
Charges for Services		13,697,342		12,312,681		12,892,196		13,571,695	105.3%
Other Sources (includes Transfers In)		8,790,385		2,442,205		2,574,680		3,859,055	149.9%
Proceeds Refunding Bonds		23,005,000		-		-		-	0.0%
Premium on COPS Sold		4,285,557		-		-		-	0.0%
County Closing Contribution		254,735		-		-		-	0.0%
Lease Land CFVMC		3,813,452		3,714,637		3,714,637		3,871,986	104.2%
Total Other		40,149,130		6,156,842		6,289,317		7,731,041	122.9%
Total Revenue	\$	347,077,181	\$	309,537,201	\$	312,807,937	\$	306,425,792	98.0%
Fund Balance Appropriation				7,447,195		26,664,950			0.0%
Total Funding Sources	\$	347,077,181	\$	316,984,396	\$	339,472,887	\$	306,425,792	90.3%

County of Cumberland
General Fund Expenditures

DEPARTMENTS	UNAUDITED					PERCENT OF BUDGET TO DATE	**
	FY17-18	FY18-19	FY18-19	YTD ACTUAL			
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	AS OF June 30, 2019			
Governing Body	\$ 574,959	\$ 628,960	\$ 628,960	\$ 610,072	97.0%		
Administration	1,395,666	1,525,894	1,621,279	1,449,664	89.4%		
Public Affairs/Education	470,475	497,286	523,286	451,340	86.3%		
Human Resources	803,599	924,551	924,551	893,308	96.6%		
Print, Mail, and Design	690,408	788,684	788,684	719,640	91.2%		
Court Facilities	150,183	156,220	156,220	121,286	77.6%		
Facilities Maintenance	1,812,003	1,024,101	1,054,101	808,907	76.7%		
Landscaping & Grounds	591,282	669,140	675,672	623,117	92.2%		
Carpentry	184,325	162,507	162,507	152,063	93.6%		
Facilities Management	1,233,496	1,316,856	1,316,856	1,172,046	89.0%		
Public Buildings Janitorial	705,450	724,839	797,721	678,724	85.1%		
Central Maintenance	613,017	948,724	963,592	867,070	90.0%		
Information Services	3,425,808	4,336,330	7,104,766	4,453,316	62.7%	(1)	
Board of Elections	1,148,659	2,237,329	2,242,171	1,617,235	72.1%	(2)	
Finance	1,156,051	1,295,351	1,295,351	1,175,664	90.8%		
Legal	715,602	804,578	804,578	705,269	87.7%		
Register of Deeds	1,971,119	2,394,577	2,846,373	2,095,487	73.6%		
Tax	5,154,623	5,683,071	5,820,571	5,549,657	95.3%		
Debt Service	21,449,809	-	-	-	0.0%		
General Government Other	2,816,737	3,967,735	4,345,665	2,516,581	57.9%	(3)	
Sheriff	46,553,352	52,720,576	53,519,971	48,309,517	90.3%		
Emergency Services	3,018,749	3,674,666	3,983,893	3,297,985	82.8%		
Criminal Justice Pretrial	447,799	564,038	564,038	491,622	87.2%		
Youth Diversion	9,549	63,654	63,654	31,774	49.9%	(4)	
Animal Control	2,909,358	3,248,915	3,343,956	3,100,905	92.7%		
Public Safety Other (Medical Examiners, NC Detention Subsidy, etc.)	1,296,751	1,444,268	1,444,268	1,070,647	74.1%		
Public Health	21,281,667	22,604,110	23,506,540	22,961,161	97.7%		
Mental Health	3,098,258	5,463,227	5,471,227	5,290,749	96.7%		
Social Services	59,392,604	60,359,879	61,293,017	56,152,093	91.6%		
Veteran Services	383,191	408,159	408,159	369,584	90.5%		

**County of Cumberland
General Fund Expenditures**

DEPARTMENTS	FY17-18	FY18-19	FY18-19	UNAUDITED YTD ACTUAL AS OF	PERCENT OF	**
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	June 30, 2019	BUDGET TO DATE	
Child Support	4,757,955	5,205,713	5,205,713	4,805,701	92.3%	
Spring Lake Resource Administration	30,978	34,332	34,332	30,226	88.0%	
Library	10,176,826	10,807,325	10,832,563	10,214,392	94.3%	
Stadium Maintenance	92,285	117,296	117,296	91,661	78.1%	
Culture Recreation Other (Some of the Community Funding)	268,069	268,069	268,069	260,569	97.2%	
Planning	2,888,049	3,522,591	3,528,841	2,910,546	82.5%	
Engineering	1,171,023	1,987,178	1,587,178	1,113,724	70.2% (5)	
Cooperative Extension	550,814	717,173	719,173	602,184	83.7%	
Location Services	304,055	315,177	315,177	175,197	55.6% (6)	
Soil Conservation	142,710	142,570	650,375	194,201	29.9% (7)	
Public Utilities	89,168	87,153	87,153	83,287	95.6%	
Economic Physical Development Other	20,000	20,000	20,000	20,000	100.0%	
Industrial Park	1,117	1,104	11,254	9,020	80.1%	
Economic Incentive	462,345	461,677	461,677	429,724	93.1%	
Water and Sewer	-	250,000	291,291	-	0.0% (8)	
Education	93,830,717	92,457,009	93,143,900	92,222,510	99.0%	
Other Uses:						
Transfers Out	7,611,953	19,951,804	34,527,268	30,779,342	89.1%	
Refunding of 2009A and 2011B LOBS	27,531,480	-	-	-	0.0%	
TOTAL	\$ 335,384,092	\$ 316,984,396	\$ 339,472,887	\$ 311,678,765	91.8%	

Expenditures by Category	FY17-18	FY18-19	FY18-19	AS OF	PERCENT OF
	UNAUDITED	ADOPTED BUDGET	REVISED BUDGET	June 30, 2019	BUDGET TO DATE
Personnel Expenditures	\$ 123,827,311	\$ 140,421,227	\$ 138,839,086	\$ 128,503,424	92.6%
Operating Expenditures	151,864,357	153,678,512	162,700,818	150,187,317	92.3%
Capital Outlay	2,582,289	2,655,876	3,405,715	2,208,683	64.9% (9)
Debt Service	21,966,702	-	-	-	0.0%
Refunding of 2009A and 2011B LOBS	27,531,480	-	-	-	0.0%
Transfers To Other Funds	7,611,953	20,228,781	34,527,268	30,779,342	89.1%
TOTAL	\$ 335,384,092	\$ 316,984,396	\$ 339,472,887	\$ 311,678,765	91.8%

COUNTY OF CUMBERLAND

Fiscal Year 2019 - June Year-to-Date Actuals UNAUDITED (Report Run Date: August 15, 2019)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 101.1%** of budget; 99.34% collection rate
- (2) **Motor Vehicles 109.1%** - YTD actual reflects 12 months of collections
- (3) **Sales Tax 88.5%** - YTD actual reflects 10 months of collection
- (4) **Unrestricted/Restricted Intergovernmental 87.3%** - Revenue accruals have not yet been finalized/posted

General Fund Expenditures

**

- (1) **Information Services 62.7%** - The Tax Office Software project will incur the majority of costs in FY2020.
- (2) **Board of Elections 72.1%** - Budgeted funding was not utilized in FY19 for the voting equipment. This amount was placed in the FY20 budget to complete the purchase of ADA voting equipment.
- (3) **General Government Other 57.9%** - Budgeted contracted services specific to Hurricane Florence came in under budget; funds remaining in contingency.
- (4) **Youth Diversion 50.0%** - A position was vacant the majority of the year.
- (5) **Engineering 70.2%** - The Stream Debris Removal grant has not been fully expended because of weather delays. Remaining funds have been reappropriated to FY20.
- (6) **Location Services 55.6%** - Vacant position within the department. Position was abolished during the FY20 budget process.
- (7) **Soil Conservation 29.9%** - The Stream Debris Removal grant has not been fully expended because of weather delays. Remaining funds have been reappropriated to FY20.
- (8) **Water and Sewer 0%** - No expenditures have been incurred.
- (9) **Capital Outlay 64.9%** - Vehicles and sensitive equipment budgeted near FY19 year-end by the Sheriff's Office were not purchased by June 30. Those funds were re-appropriated to FY20. Also see **(2) regarding Board of Elections voting equipment.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 8/29/2019

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
Project Update	Backup Material

MONTHLY PROGRESS REPORT

Project Location	Contract Amount	Project Status	Contract Duration
Courthouse, Detention Center, Community Corrections, Headquarters Library Parking Lots	\$174,251.53	HQ Parking Lot improvements are the remaining improvements on this project. The HQ Library North Staff lot will be performed in the month of September per the contractor.	90 days
Crown Coliseum Ice Plant, Chiller and Ice Floor Replacement	\$3,441,390.00	The contractor has completed the ice floor installation, has installed the mechanical center and cooling tower, and is preparing the pipe connections from the mechanical center to the ice floor.	150 days
Expo Center and Crown Coliseum East Parking Lot	\$1,328,480.00	The contractor has performed additional sidewalk for ADA compliancy and is anticipating completing all paving operations on 9/4/19. The pavement marking installation will follow the completion of paving operations. The landscape islands have been completed.	60 days
Building Maintenance and Central Maintenance Parking Lot	\$420,422.87	The contractor has completed Phase I. The contractor is preparing to perform milling on Phase II and Phase III to continue operations around the CMF Facility.	180 days
Detention Center Boiler Replacement (Phase II)	\$181,000.00	Contractor anticipates start-up on 9/10/19 for the boilers. Awaiting flue pipe to be delivered to complete installation.	120 days
Detention Center Lobby Renovation	\$148,887.81	The lobby renovation is 95% complete. The contractor has been issued change orders to perform the installation of an additional cabinet and enhancements on the doors.	120 days
Detention Center Roof Replacement	\$1,238,351.00	The project goes before the BOC at the Agenda Session on 9/12/19	120 days
Detention Center Building Exterior Improvements	\$150,359.00	The contract is pending Purchasing and Legal approval.	90 days
Department of Social Services Chiller Replacement Project	\$490,600.00	A change order was issued for the project to include automatic shut off valves on the chiller.	120 days
Department of Social Services Chiller Replacement Project Phase II - Engineering Services	\$11,215.00	The design engineer has returned 65% plans for comments and is pursuing the final design and specification of the chiller. The costs associated with design are attached.	120 days
Judge E. Maurice Braswell Courthouse Generator	\$2,828,700.00	The contract is pending Purchasing and Legal approval.	179 days



RISK MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2019 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS COORDINATOR

DATE: 8/26/2019

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

Total health insurance claims for FY20 are down 9.14% for the month of July as compared to the same month in FY19. To provide some perspective on the claims, below is the 1-month average for the past 5 fiscal years. This average represents the average claims for each fiscal year. Additionally, graphs are provided as an aid to the analysis.

Year to date claims thru July	\$1,348,290.15
Less year to date stop loss credits	<u>(\$0.00)</u>
Net year to date claims thru July	\$1,348,290.15

Average claims (before stop loss) per fiscal year through July:

FY16	\$2,513,805
FY17	\$1,503,129
FY18	\$1,431,414
FY19	\$1,483,915
FY20	\$1,348,290

RECOMMENDATION / PROPOSED ACTION

For information only – no action needed.

ATTACHMENTS:

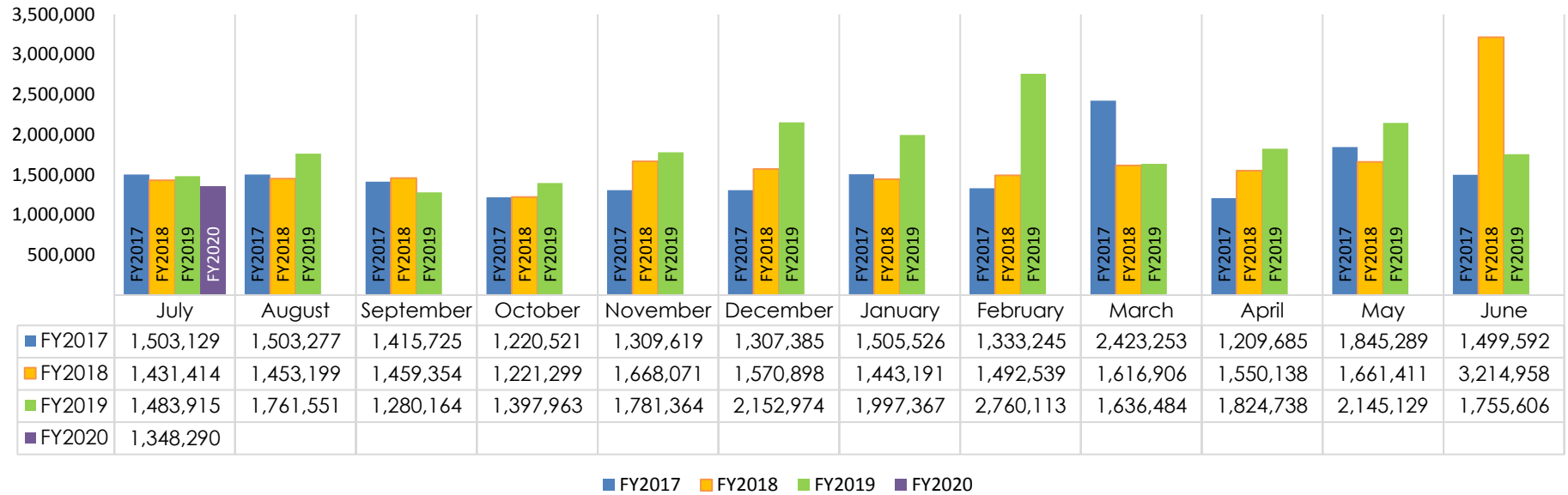
Description

Health Insurance Graphs

Type

Backup Material

Monthly Insurance Claims FY17-FY20



Monthly Insurance Claims FY17 - FY20

