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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**SPECIAL AGENDA SESSION**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 564**  
**APRIL 11, 2019**  
**1:00 PM**

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1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
  - A. Approval of March 14, 2019 Agenda Session Special Meeting Minutes
3. PRESENTATIONS
  - A. Public Safety Task Force Study and Recommendations
  - B. Downtown Parking Study by the City of Fayetteville
  - C. Community Development Program Update
4. CONSIDERATION OF AGENDA ITEMS
  - A. Mid-Carolina Council of Governments Study and Recommendations
  - B. Budget Ordinance Amendment #190571 in the Amount of \$8,402,515 to Appropriate Fund Balance (School Capital Outlay Fund) for Additional Capital Outlay Expenditures for Equipment, Facility Repairs, and Renovations
  - C. Creation of New Library Temporary Position for the Inclusive Internship Initiative and Budget Ordinance Amendment #190174
  - D. Request to Transfer PY16 Youth Funds and Approve Budget Ordinance Amendment No. 190161 to Decrease the Budget and EDSI Contract No. 2019093
  - E. Declaring Sheriff's Office Weapons as Surplus, Method of Disposal and Budget Ordinance Amendment #B190817
  - F. Funding Agreement Under the HOME Investment Partnership Program with Kingdom Community Development Corporation
  - G. Contract for Replacement of Detention Center Boilers
  - H. Change Order for Stormwater Detention Pond B at Crown Complex and Associated Budget Ordinance Amendment #191285
  - I. Resolution in Support of Funding to Meet the Mental Health, Intellectual/Developmental Disabilities, and Substance Use Disorder Service Needs of the Citizens of Cumberland County
  - J. Revised 2019 Agenda Session Regular Meeting Dates
5. OTHER ITEMS

- A. Update and Discussion of a Performing Arts Center
- 6. MONTHLY REPORTS
  - A. Community Development Block Grant - Disaster Recovery (CDBG-DR) Update
  - B. Financial Report
  - C. Health Insurance Updates
  - D. Project Updates

**ADJOURN**

**AGENDA SESSION MEETINGS:**

**May 9, 2019 (Thursday) 1:00 P.M.**  
**June 13, 2019 (Thursday) 1:00 P.M.**



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

**MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 4/4/2019**

**SUBJECT: PUBLIC SAFETY TASK FORCE STUDY AND RECOMMENDATIONS**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): GREG GRAYSON, VICE-PRESIDENT OF OPERATIONS, ENVIROSAFE, INC.**

**BACKGROUND**

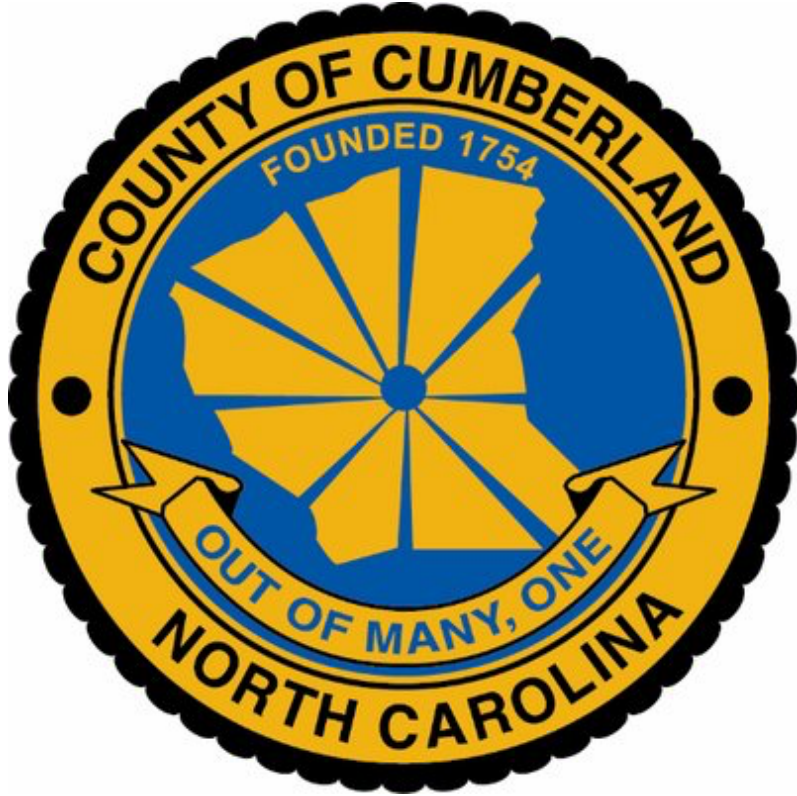
The Public Safety Task Force met on April 3, 2019 and agreed to forward certain recommendations to the Board of Commissioners for further consideration. The Task Force is recommending the attached funding proposal and fire department contract for review and deliberation. The recommendations are the result of much research, many meetings, and consensus among many different fire professionals in Cumberland County.

**RECOMMENDATION / PROPOSED ACTION**

No action is being requested at this time. This information is a prelude to further discussion in FY20 Budget deliberations regarding this matter.

**ATTACHMENTS:**

Description	Type
040419 Task Force PPT	Backup Material
Proposed FD Funding Matrix	Backup Material
Proposed FD Contract	Backup Material



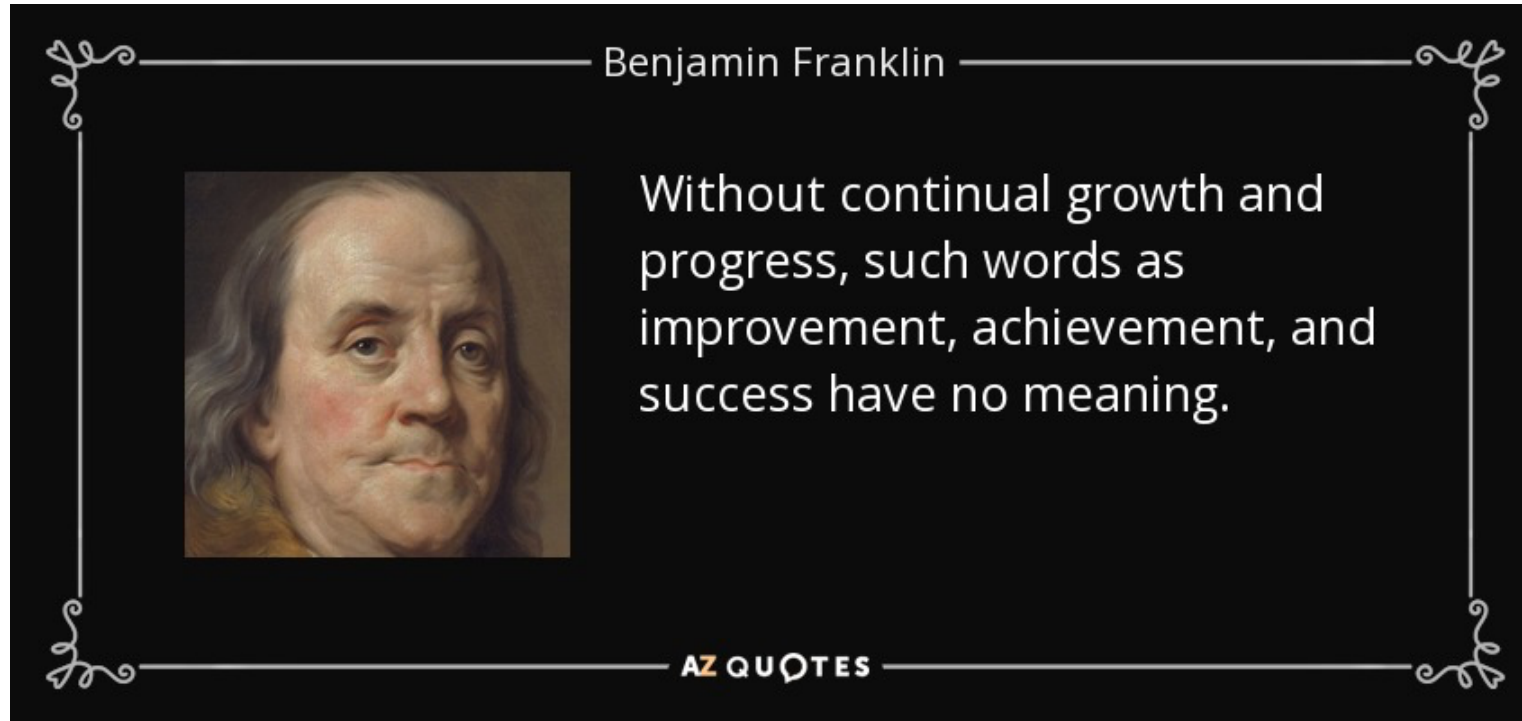
# Proposed Cumberland County Fire Service Funding Model for FY 2019-2020

Cumberland County Public Safety Task Force

*April 3, 2019*



# Purpose



# Purpose

- ▶ The provision of fire and rescue services across North Carolina and the United States is changing dramatically primarily due to dynamics changing with volunteerism.

# Purpose

- ▶ Since 1984, the number of volunteer firefighters overall has decreased by 12%.
- ▶ During that same period of time, the workload and need for fire and rescue services has increased significantly.

# Purpose

- ▶ With those changes, the cost of providing essential fire and rescue services has also increased significantly.
- ▶ Volunteer and combination fire departments increasingly spend more of their budgets on salaries.

# Cumberland County's Response

- ▶ Cumberland County engaged the Public Safety Task Force in 2017 to:
  - ▶ 1) Develop a sustainable funding mechanism to ensure adequate fire and rescue service delivery in Cumberland County, and
  - ▶ 2) Develop an updated agreement between Cumberland County and the contracting fire departments.

# Cumberland County's Response

- ▶ Recognizing the complexities of developing a new funding model, a funding subcommittee was developed to make recommendations to the Public Safety Task Force.

# Cumberland County's Response

- ▶ Desire to enhance the entire service delivery system. This is the rationale behind the recommended \$.0375 fire tax increase.

# EnviroSafe's Role

- ▶ Facilitate the PSTF sessions.
- ▶ Provide technical assistance with fire and rescue industry best practice from both North Carolina and national standards.



# Recommendations - Structure

- ▶ Develop a universal agreement for all fire departments.
- ▶ In concept, all rural fire district funding would reduce to \$.0/\$100 valuation.
- ▶ Cumberland County's special fire protection service district would increase to \$.15/\$100 valuation.

# Recommendations - Base Funding

- ▶ Establish a baseline funding for each contracting fire department.
- ▶ This baseline funding is determined by the approximate revenue generated in each rated fire district at \$.10/\$100 valuation.

# Recommendations - Base Funding

- ▶ This new funding approach will ensure base funding is provided so that each individual fire department Board of Directors can make sound decisions regarding the provision of fire and rescue services in each rated fire district.

# Recommendations - Base Funding

- ▶ Baseline funding for FY 2019-2020 is projected to be \$7,409,775 paid to 15 contracting fire departments.
- ▶ Average of \$493,985.

# Recommendations

- ▶ From remaining funds collected in the total fire protection service district, a series of supplements, incentives and grants will be provided to strengthen the overall Cumberland County Fire Protection Service Delivery System.

# Recommendations - Supplements

- ▶ FY 2019-2020 budget would include approximately \$1,132,315 for supplements.
- ▶ Supplement Programs (4):
  - ▶ Low Wealth Firefighter Staffing Supplement
  - ▶ Emergency Medical Services Supplement
  - ▶ Multiple Fire Station Operations Supplement
  - ▶ Extrication Rescue Supplement

# Recommendations - Supplements

- ▶ **Low Wealth Firefighter Staffing Supplement: \$414,815**
  - ▶ Fire departments that are designated as “low wealth” agencies will receive an annual supplement specifically for firefighter staffing at those stations. For FY 2019-2020, five (5) fire departments would receive \$82,963 each.
  - ▶ Eligible fire departments are:
    - ▶ Beaver Dam
    - ▶ Bethany
    - ▶ Godwin-Falcon
    - ▶ Stedman
    - ▶ Wade

# Recommendations - Supplements

- ▶ **Emergency Medical Services Supplement:**  
\$402,500
  - ▶ Fire departments that provide emergency medical care through the Cumberland County emergency medical response system would receive a supplement.
  - ▶ For FY 2019-2020, all qualifying fire departments would receive a \$17,500 supplement. Nine (9) designated high call volume fire departments would receive an additional \$17,500 each.



# Recommendations - Supplements

- ▶ **Multiple Fire Station Operations Supplement: \$225,000**
  - ▶ To help offset the costs of a contracting fire departments operating multiple fire stations within their district, the FY 2019-2020 budget would include \$25,000 per additional station.
  - ▶ Fire Departments affected by this supplement would be:
    - ▶ Beaver Dam
    - ▶ Stoney Point
    - ▶ Vander
    - ▶ Westarea

# Recommendations - Supplements

- ▶ **Extrication Rescue Supplement: \$90,000**
  - ▶ Specialized extrication rescue services are expensive to operate and maintain.
  - ▶ Cumberland County would issue a “Certificate of Need” for regional coverage of specialty rescue services and contract with fire departments to provide that service.
  - ▶ “Heavy Level Rescue” services would be provided by six (6) fire departments with an annual supplement of \$7,500.
  - ▶ Those services would be supplemented by the remaining (9) nine fire departments that provide “Medium Level Rescue” with an annual supplement of \$5,000.

# Recommendations - Performance Incentive Initiative

- ▶ FY 2019-2020 budget would include approximately \$330,000 for performance incentives.
- ▶ Incentives would relate to insurance (ISO) rates, because that public protection classification rating directly impacts property owner insurance rates.

# Recommendations - Performance Incentive Initiative

- ▶ **ISO Incentives: \$330,000**
  - ▶ Fire Departments would receive performance incentives as follows:
    - ▶ ISO Class 5 rating - \$30,000
      - ▶ Bethany, Cotton, Eastover, Grays Creek #18 and #24, Pearce's Mill, Vander, Wade
    - ▶ ISO Class 4 rating - \$40,000
      - ▶ Cumberland Road
    - ▶ ISO Class 3 rating (or lower) - \$50,000
      - ▶ Stoney Point

# Recommendations - Grant Program

- ▶ Annually, all fire departments can competitively apply for district grants from Cumberland County for special projects or unmet needs that will be reviewed and approved by a designated committee.
- ▶ More information will be forthcoming.

## Recommendations - Continue with Chief's Association Funding

- ▶ Continue the synergy with program enhancements for the entire delivery system through the Cumberland County Fire Chief's Association.
- ▶ Recommended funding for FY 19-20 would be \$260,000.

# Summary

- ▶ For FY 2019-2020, the following is projected:
  - ▶ \$7,409,775 = Baseline Funding
  - ▶ \$1,132,315 = Supplement Funding
  - ▶ \$330,000 = Performance Incentive Funding
  - ▶ Specific amount to be determined = Grants Funding
- ▶ Total appropriation of \$8,947,090 to support fire departments serving unincorporated areas of Cumberland County.

# Chart View

DEPARTMENT	ISO	TOTAL PAY OUT FY18	ADDITIONAL 1/4 LOW WEALTH	ISO 5 OR LESS**	EMS	EXTRICATION RESPONSE	MULTIPLE STATIONS	GRANT PROGRAM	TOTAL BY DEPT
Beaver Dam (2)	7	285,697	82,963		17,500	5,000	50,000		441,160
Bethany	5	288,732	82,963	30,000	17,500	5,000			424,195
Cotton	5	984,062		30,000	35,000	7,500			1,056,562
Cumberland Road	4	472,036		40,000	35,000	5,000			552,036
Eastover	5	218,647		30,000	35,000	7,500			291,147
Godwin-Falcon	7	265,257	82,963		17,500	7,500			373,220
Grays Creek #18	5	392,203		30,000	35,000	5,000			462,203
Grays Creek #24	5	392,209		30,000	35,000	5,000			462,209
Manchester	2 9	76,972				7,500		75,000	159,472
Pearce's Mill	5	812,786		30,000	35,000	5,000			882,786
Stedman	6	211,353	82,963		17,500	5,000			316,816
Stoney Point (2)	3	952,306		50,000	35,000	7,500	50,000		1,094,806
Vander (2)	5	888,693		30,000	35,000	7,500	50,000		1,011,193
Wade	5	256,583	82,963	30,000	17,500	5,000			392,046
Westarea (3)	6	912,239			35,000	5,000	75,000		1,027,239
TOTALS		7,409,775	414,815	330,000	402,500	90,000	225,000	75,000	8,947,090



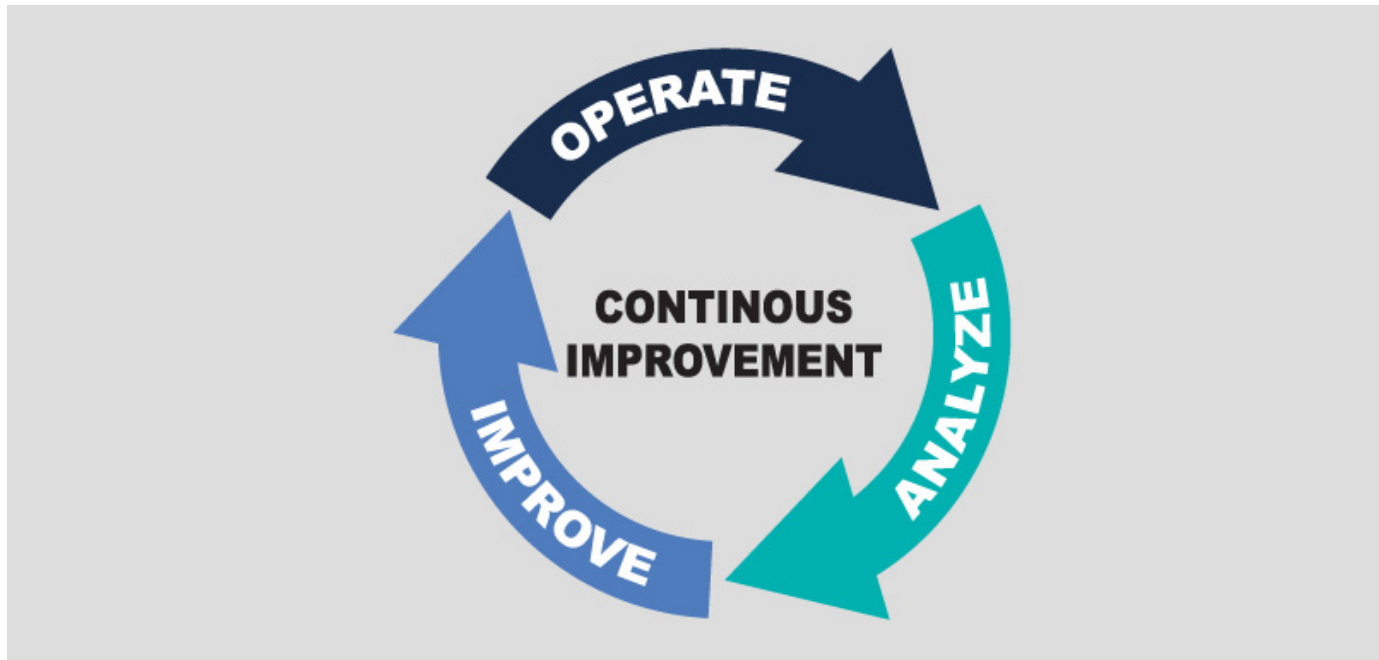
# Additional Funding Measures

- ▶ It is also recommended that Cumberland County revise the County Ordinance related to hazardous material response to enable contracting fire departments to recover costs related to the response and clean up of motor vehicle accidents, as permitted by state statute.
- ▶ This additional measure will specifically provide some aid fire departments that provide emergency response to incidents on the Interstate corridors.

# Sustainability

- ▶ Goal: Ensure that necessary funding is in place to ensure that critical fire and rescue services are provided to the people of Cumberland County.
- ▶ While not a guaranteed “fix-all” solution, this plan is a progressive move forward and will be identified as a best practice model for County Governments in North Carolina.

Funding Subcommittee has endorsed this plan.



We now need endorsement of this plan from the Public Safety Task Force.





# Thank you for supporting the Firefighters serving and protecting Cumberland County



## ► Final Thoughts, Questions, Comments

*Thank You*



*For Your Service*

**PROPOSED CUMBERLAND COUNTY FISCAL YEAR 2020**

**FIRE TAX DISTRICT FUNDING MATRIX\***

DEPARTMENT	ISO	TOTAL PAY OUT FY18	ADDITIONAL 1/4 LOW WEALTH	ISO 5 OR LESS**	EMS	EXTRICATION RESPONSE	MULTIPLE STATIONS	GRANT PROGRAM	TOTAL BY DEPT
Beaver Dam (2)	7	285,697	82,963		17,500	5,000	50,000		441,160
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Vander (2)	5	888,693		30,000	35,000	7,500	50,000		1,011,193
Wade	5	256,583	82,963	30,000	17,500	5,000			392,046
Westarea (3)	6	912,239			35,000	5,000	75,000		1,027,239
<b>TOTALS</b>		7,409,775	414,815	330,000	402,500	90,000	225,000	75,000	8,947,090

Funding Area	Amount (Cents)	Current Estimate*	FY20 Expense
Low Wealth Supplement (FY18 supplement + new supplement)		1,050,000	1,034,935
ISO 5 or Less Supplement		350,000	330,000
EMS Supplement		402,500	402,500
Extrication Response Supplement (from CCFA Funding)		90,000	90,000
Multiple Station Supplement		300,000	225,000
Fire Chief's Association Funding		260,000	260,000
County District Grant Program		1,047,500	75,000
<b>Total:</b>	<b>0.05</b>	<b>3,500,000</b>	<b>2,417,435</b>

\* Does not include other revenue sources; Fire District Tax only

\*\* ISO 5 = \$30K/year; ISO 4 = \$40K/year; ISO 3 or less = \$50K/year

Green Highlight indicates Low Wealth Fire Dept

<b>Funding Area</b>	<b>Amount (Cents)</b>	<b>Current Estimate*</b>
Low Wealth Supplement		1,050,000
EMS Supplement		402,500
ISO Rating Supplement		350,000
Multiple Station Supplement		300,000
Extrication Supplement (CCFCA Funding)		350,000
County District Grant Program		1,047,500
<b>Total:</b>	<b>0.05</b>	<b>3,500,000</b>

*\*ISO 5 = \$30K/year; ISO 4 = \$40K/year; ISO 3 or less = \$50K/year*

*Green Highlight indicates Low Wealth Fire Dept*



<b>FY20 Expense</b>
414,815
402,500
300,000
225,000
90,000
100,000
<b>1,532,315</b>

# 2019 FIRE PROTECTION AGREEMENT

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\_\_\_\_\_ Fire Department, Inc.



**DRAFT**

**REVIEWED DRAFT OF THE CUMBERLAND COUNTY PUBLIC SAFETY TASK FORCE  
VERSION 6 – April, 2019**

**STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND**

THIS AGREEMENT, made and entered into this the \_\_\_\_ day of, \_\_\_\_\_, 2019, by and between CUMBERLAND COUNTY, hereinafter referred to as “County”, and **Fire Department Name**, Inc., a nonprofit corporation organized under the laws of North Carolina, hereinafter referred to as “Fire Department”;

RECITALS:

- A. WHEREAS, North Carolina General Statute § 69-25.5 provides that the board of county commissioners may provide for fire protection in a Rural Fire Protection District by contracting with any incorporated nonprofit volunteer or community fire department or with any incorporated city or town; and
- B. WHEREAS, North Carolina General Statute § 153A-233 provides that a county may contract for fire-fighting or prevention services with one or more incorporated volunteer fire departments, and may for these purposes appropriate funds not otherwise limited as to use by law; and
- C. WHEREAS, North Carolina General Statute § 153A-301 provides that the board of commissioners of a county may define a service district in order to finance, provide, or maintain fire protection in addition to or to a greater extent than it is financed, provided or maintained for the entire county; and
- D. WHEREAS, County has established the **District Name** Fire Insurance and Response District of Cumberland County with boundaries defined by the most current description on file maintained by the Cumberland County Geographic Information Services in the County Manager’s Office, hereinafter referred to as the “Response District;” and
- E. WHEREAS, Fire Department has secured equipment, land and buildings for the operation of its Fire Station or stations for the provision of fire services within the Response District; and
- F. WHEREAS, by Resolutions adopted June 5, 1989, and \_\_\_\_\_ County’s Board of Commissioners established a single Fire Protection Service District encompassing the territory of all the Rural Fire Protection Districts within the county for the purpose of financing, providing, or maintaining fire protection, to include emergency medical, rescue, and/or ambulance services medical services as defined by North Carolina General Statute § 153A-309, to a greater extent than provided or maintained for the entire county, hereinafter referred to as the “Service District;” and

**REVIEWED DRAFT OF THE CUMBERLAND COUNTY PUBLIC SAFETY TASK FORCE  
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- G. WHEREAS, County and Fire Department desire to enter into this Agreement for Fire Department to provide fire protection to include emergency medical, rescue, and /or ambulance services for and within the Response District.

**AGREEMENT**

**Section 1. USE AND AMOUNT OF SERVICE TAX LEVIED**

County shall fund Fire Department from the proceeds of the tax levied within the Service District. The amount of such Service District tax levy shall be determined by the Board of the County Commissioners from year to year. For each fiscal year, the funds provided from the Service District shall be based on the needs projected in the budget request jointly submitted by Fire Department and the County staff to the County Commissioners and as approved by and deemed necessary by the County Commissioners for furnishing fire protection within the Response District.

For all purposes in this agreement, fire protection services shall include emergency medical, rescue and/or ambulance services.

All funds paid to Fire Department by County shall be used solely for fire department operations, and fire protection services in the Response District and other areas of response as dispatched and to meet the standards established by this Agreement.

The base funding for each fiscal year of this Agreement shall be that amount calculated to be what an equivalent of \$.10/\$100 valuation will generate within the Rural Fire Protection District in which Fire Department is located or is providing services under this Agreement.

**Section 2. ACCOUNT MAINTAINED FOR RECEIPTS FROM SERVICE DISTRICT TAX**

A separate account shall be maintained by County for the receipts from the special tax levied for the Service District. Out of this account:

- County will pay for the services that are specified in this Agreement.
- County will pay Fire Department its approved total budgeted appropriations as taxes are collected in monthly payments during the following month collection.

**REVIEWED DRAFT OF THE CUMBERLAND COUNTY PUBLIC SAFETY TASK FORCE  
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**Section 3. SERVICES FURNISHED BY THE COUNTY**

County shall furnish the following services to Fire Department for the term of this Agreement:

- a. Fire cause and determination investigation services through the Cumberland County Sheriff's Office, and
- b. Periodic Fire Inspections performed by staff of the Cumberland County Emergency Services Department in compliance with the North Carolina State Building Code – Fire Prevention, adopted appendix sections and associated state administrative code addressing frequency of periodic inspections. The County will confer with Fire Department's Fire Chief where the Fire Chief is the Authority Having Jurisdiction (AHJ).
- c. New construction fire inspections as required by the North Carolina State Building Code – Fire Prevention. Furthermore, County officials making such inspections will confer with Fire Department's Fire Chief where the Fire Chief is the Authority Having Jurisdiction (AHJ)
- d. Comply with national consensus standards for emergency communications, such as, but not limited to, NFPA 1221 – Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems. County is to determine realistic goals and performance measures then produce periodic performance reports related to County's actual compliance with national standards and provide such reports to Fire Department upon request.
- e. Assistance on emergency incidents by Cumberland County Emergency Services Staff as resources available to assist.

**Section 4. SERVICES FURNISHED BY FIRE DEPARTMENT**

Fire Department shall furnish fire protection services as set forth in this Agreement within the Response District and shall provide the equipment, personnel and those things necessary for providing these services. The services shall be provided in accordance with the minimum standards set forth in this Agreement and all future amendments adopted in accordance with this Agreement. Fire Department shall furnish fire protection services without charge to all persons and property located in the Response District in an efficient and workmanlike manner. This provision shall not prohibit Fire Department from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services exceeding the scope of this Agreement for a fee. This requirement shall not prohibit Fire Department from billing for certain services, including but not limited to hazardous materials

**REVIEWED DRAFT OF THE CUMBERLAND COUNTY PUBLIC SAFETY TASK FORCE  
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mitigation responses and or responses to motor vehicle accidents, based on a fee schedule or other cost recovery program, provided that such fee schedule has been approved by the Cumberland County Board of Commissioners. Furthermore, this shall not prohibit the Fire Department from requesting reimbursement for specialized incidents.

**Section 5. INSURANCE**

Fire Department shall obtain and keep in force during the term of this agreement such insurance coverage as is required by law, and such other insurance coverage as its Board of Directors determines.

**Section 6. AUDITS**

Fire Department agrees to provide County an annual audit and accompanying management letter prepared according to generally accepted accounting principles (GAAP) and generally accepted auditing standards by an independent certified public accountant for the preceding fiscal year no later than 5:00 PM on the last working day of December of each fiscal year. Fire Department is responsible for submitting its data to the CPA in accordance with this timeline.

The financial records and data used for the audit shall be presented to the Cumberland County Manager, or specified designee, in the manner and format requested.

In the event that the audit or management letter reveals a reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, Fire Department shall provide a written statement that contains an explanation of such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide periodic reports to County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of Fire Department's or County's auditor, Fire Department shall bear the full cost of obtaining such advice.

**Section 7. COUNTY INSPECTION OF BOOKS OF ALL PUBLIC FUNDS**

County may inspect the financial books and records of Fire Department at reasonable times during regular business hours of County with at least seven (7) business days' notice. Fire Department agrees that it will supply such financial books, records, and information or verification as may be requested by County. Fire Department shall maintain an accurate accounting system which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds subject

**REVIEWED DRAFT OF THE CUMBERLAND COUNTY PUBLIC SAFETY TASK FORCE  
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to this Agreement. Generally, thorough inspection of books and records by auditors will occur when there is not a clean audit.

**Section 8. FIRE DEPARTMENT FINANCIAL MISMANAGEMENT**

Fire Department agrees that if its financial records are judged to be un-auditable for purposes of audit or establishment of a budget by County's Director of Finance, or if a regular or special audit by a Certified Public Accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, Department's Board of Directors will immediately notify County, at which time County and Board of Directors will jointly name an independent, third-party trustee who will assume responsibility for management and financial decision-making for Fire Department until such time as County and the Fire Department's Board of Directors agree that Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement. In the event that Fire Department serves multiple local governments, County will notify the other impacted local government units regarding the designation of the independent third-party trustee and the reasons therefore.

Further, with reasonable notice, the Cumberland County Manager shall be entitled to utilize Internal County Audit staff to audit the financial records and operations of Fire Department at County's discretion.

**Section 9. FIRE DEPARTMENT FAILURE OF PERFORMANCE**

a. Non-Compliance by the Fire Department

If County's Finance Officer believes there is evidence that Fire Department has violated any provision of this Agreement, County will provide Fire Department written notice of the possible noncompliance and initiate an audit to verify compliance. If County determines that Fire Department has failed to render the fire protection and services as provided in this Agreement or has otherwise operated in a manner that violates the provisions of this Agreement, then County shall give Fire Department ninety (90) days advance written notice that the funds budgeted or allocated for Fire Department are subject to suspension and shall additionally provide a list of the corrections required for compliance. If during the ninety (90) days period, Fire Department makes the required corrections satisfactory to County, no suspension shall occur. During the ninety (90) days period, Fire Department is not relieved of its responsibility to provide fire protection services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) days period, Fire



**REVIEWED DRAFT OF THE CUMBERLAND COUNTY PUBLIC SAFETY TASK FORCE  
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Department has failed to make the required corrections to comply with this Agreement, then County may suspend any or all the monthly payment of funds allocated to Fire Department pursuant to this Agreement.

b. Authority to maintain delivery of services

In the event that Fire Department's Board of Directors determines that Fire Department is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteer, part-time or full-time members or other withdrawal or loss of ability to deliver services, Fire Department's Board of Directors shall immediately notify the Cumberland County Manager, or designee, at which time Fire Department authorizes County to suspend the monthly payment to Fire Department and to use such Department facilities and equipment as are necessary to maintain the delivery of fire protection services in the Response District (to the extent the Fire Department exercises operational control and/or ownership interest over such facilities and equipment), so that an interruption of Fire Department's ability to deliver services will not interfere with the standards of fire protection service provided for in this Agreement.

c. Mismanagement Remedies

Should such use become necessary, upon the request of Fire Department, the Cumberland County Board of County Commissioners and Fire Department's Board of Directors will jointly select an independent third-party trustee who will regularly evaluate County's use of such Fire Department facilities, equipment and resources on behalf of Fire Department. During the time that Fire Department is unable to provide services; the Board of Directors of the Fire Department shall fully cooperate with County. County shall determine if and when Fire Department is able to resume delivery of reliable services. In the event that Fire Department serves multiple local governments, County will seek agreement from the other impacted local government units regarding the designation of the independent third-party trustee.

**REVIEWED DRAFT OF THE CUMBERLAND COUNTY PUBLIC SAFETY TASK FORCE  
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**Section 10. BOARD OF DIRECTOR MEETINGS AND PUBLIC RECORDS**

- a. Because of Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in Fire Department's decision-making processes and decisions regarding the spending of those funds. To ensure public trust, Fire Department agrees that its Board of Directors' meetings will be open to the public and conducted as if the provisions of Article 33C of Chapter 143 of the North Carolina General Statutes, Meetings of Public Bodies, apply. Meetings of the Board of Directors shall only include those gatherings of a quorum of the directors for the purpose of transacting Fire Department's business. In addition, Fire Department, consistently with the statutes referenced in this section, shall: hold at least one annual meeting of the Board of Directors, which shall be advertised in accordance with the provisions of Article 33C as referenced above;
- b. provide public notice of all other meetings of Fire Department's Board of Directors in accordance with the provisions of Article 33C as referenced above;
- c. make and keep minutes of all meetings of its Board of Directors that would enable a person not in attendance to have a reasonable understanding of what happened, and to make draft minutes of those meetings available to the public within thirty (30) days of the meeting covered by the minutes.

**Section 11. LIQUIDATION OR DISSOLUTION OR MERGER**

In the event of a liquidation or dissolution of Fire Department pursuant to cessation of service or action by Fire Department's Board of Directors, all equipment and assets owned by Fire Department and not otherwise required for retirement of lawful debt shall be distributed to County for County to apportion and allocate to the appropriate fire department which assumes the provision of the services specified in this Agreement in the Response District.

In the event of a merger between Fire Department and another entity, all assets purchased by Fire Department with tax funds levied in either the Service District or a Rural Fire Protection District, shall will be distributed to the entirety created by the merger and continuing the provision of fire protection services within the Response District.

Fire Department shall timely maintain its corporate records with the North Carolina Secretary of State. Furthermore, Fire Department shall maintain adequate records that provide evidence necessary to proportionally distribute its assets should Fire Department serve multiple local governments and dissolve, liquidate, or merge.

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Special funds such as Local Firefighter's Relief Funds and funds earned through donations and local fundraising shall be used and distributed in accordance with the law governing such funds.

### **Section 12. BULK PURCHASING**

Whenever possible, Fire Department shall use bulk purchasing conducted between local fire departments and/or public safety agencies including Cumberland County Government. Furthermore, Fire Department agrees to use government purchasing organizations, such as the Houston-Galveston Area Council (HGAC), Western Fire Chiefs GPO and other similar opportunities as well as piggybacking on bids in the same manner as if the North Carolina General Statutes governing local government purchasing applied to the purchase. Cumberland County agrees that its purchasing staff will provide technical assistance and guidance to Fire Department as requested to the best of their ability.

### **Section 13. TRAINING LEVEL**

Fire Department agrees to comply with all currently adopted standard operating procedures (SOPs) issued by the Cumberland County Fire Chiefs' Association related to initial and annual firefighter and fire officer training requirements. It is the desire of County that all firefighters in the county operate in a systematic method and follow best practices as well as industry standards to the greatest extent possible and practical. Should Fire Department not be able to meet any of these SOPs, Fire Department has the responsibility of notifying County in writing and immediately developing an improvement plan with a timeline to gain compliance.

### **Section 14. SPECIALIZED RESCUE SERVICES**

Fire Department may choose to participate in specialized rescue services, provided Fire Department obtains a Certificate of Need issued by County which designates Fire Department a provider agency for the specialized rescue service. Participation is voluntary, however, each participating department must comply with state statutes and with the eligibility criteria established by the North Carolina Association of Rescue and Emergency Medical Services, Inc. If Fire Department chooses to provide specialized rescue services, it shall adopt guidelines that address the appropriate functions. Examples of specialized rescue services include:

- [Agricultural Rescue](#) (2012 v2)
- [Ambulance Rescue Provider](#) (2012 v2)
- [Confined Space Rescue](#) (2012 v2)

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- [Heavy Rescue](#) (2012 v2)
- [High Angle Rescue](#) (2012 v2)
- [Light Rescue](#) (2012 v2)
- [Medical Responder](#) (2012 v2)
- [Medium Rescue](#) (2012 v2)
- [Rescue Resource Provider](#) (2012 v2)
- [Structural Collapse Rescue](#) (2012 v2)
- [Trench Rescue](#) (2012 v2)
- [Water Rescue - Dive Rescue](#) (2012 v2)
- [Water Rescue - Surface Water Rescue](#) (2012 v2)
- [Water Rescue - Swiftwater Rescue](#) (2012 v2)
- [Wilderness Land Search & Rescue](#) (2012 v2)

Fire Department must obtain a Certificate of Need from Cumberland County prior to initiating any specialized rescue service programs. Approval from County is needed if county tax dollars are required for the implementation and operation of any specialized rescue services. Likewise, Fire Department must obtain approval from County to end or stop providing the specialized rescue service.

Once County issues a Certificate of Need for specialized rescue services to a fire department, the fire department must fully comply with all current requirements for that specialized rescue service as defined and officially approved by the State of North Carolina and/or the North Carolina Association of Rescue and EMS, Inc.

**Section 15. INSURANCE SERVICES OFFICE, INC. RATING**

Fire Department shall make a good faith effort to maintain or improve its current rating with the North Carolina Department of Insurance, and Insurance Services Office, Inc. (ISO). Fire Department shall continuously comply with all applicable laws, ordinances and regulations. The bylaws of Fire Department shall have reasonable provisions enabling citizens participate in the affairs of the Fire Department. If Fire Department loses or receives a worsened ISO rating, this will be examined by the Cumberland County Manager, or designee, who will make a report to the Board of County Commissioners containing recommendations for corrective action. Fire Department shall immediately present the Board of County Commissioners with a written corrective action plan and agree to implement said plan after its completion and approval subject to availability of funds as approved by the Board of Commissioners.

Cumberland County desires that all geographic areas of the County be rated at least at an ISO Class "5".

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### Section 16. STANDARDS OF PERFORMANCE

Fire Department shall furnish fire protection services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Department of Insurance, Insurance Services Office, Inc., and other pertinent federal, state and County laws, regulations and standards. Fire Department agrees to participate jointly with the County in development and implementation of countywide fire service system performance standards and make adjustments as necessary.

#### a. Staffing and Deployment Reporting

County desires that demonstrated performance for fire protection services throughout the county be benchmarked against the national consensus standard for volunteer and primarily volunteer combination fire departments – NFPA 1720 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Volunteer Fire Departments.

Upon request from County, Fire Department shall report its actual performance against the NFPA 1720 standard in writing to the Cumberland County Manager, or designee. Also, upon request from County, Fire Department shall also provide an improvement plan outlining specific steps being taken to improve compliance with this standard and a timeline for correction. Fire Department will submit this report within thirty (30) calendar days of a request by County.

Fire Department shall report its demonstrated performance in the following manner for all emergency calls occurring in their rated fire insurance district for the time period requested:

- 1) For 80% of all typical residential structure fire incidents, at least one initial arriving fire apparatus along with at least four (4) adequately trained firefighters (*including automatic aid responses*) arrived within \_\_\_\_ minutes total response time and prepared to take immediate action in accordance with department protocols.
- 2) For 80% of all typical residential structure fire incidents in areas equipped with fire hydrants, an effective force of at least fifteen (15) adequately trained firefighters (*including automatic aid responses*) arrived within \_\_\_\_\_ minutes total response time. The effective response force established a command, appointed a site safety officer, provided an uninterrupted water supply, advanced an attack line and back up line for fire control, complied with the OSHA requirements of two-in and two-out, completed, forcible entry, searched and rescued at-risk victims, ventilated the structure, controlled utilities, and performed salvage and overhaul. These

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operations were completed in accordance with department standard operating protocols while providing for the safety of responders and the general public. This is considered a full complement response.

- 3) For 80% of all typical emergency medical response incidents, at least one initial arriving fire apparatus along with at least one (1) adequately trained firefighter(s) *(including automatic aid responses)* arrived within \_\_\_\_ minutes total response time and prepared to take immediate action in accordance with department protocols.

b. Turn Out Time

If within two minutes after initial dispatch, a unit has not checked en-route, dispatch will re-alert and add an additional out of district station in order to assure an emergency response.

c. Response Time

To encourage the safe operation of emergency vehicles, response time is not addressed in this Agreement. It is understood that ISO recognizes that each road mile of travel from a fire station represents approximately 141 seconds.

d. Medical Certification of Personnel

Fire Department shall have in place a program to ensure the wearing of respiratory protection meets the expectations of the Respiratory Protection Standard, 29 CFR 1910.134. Fire Department shall participate in the county respiratory pulmonary function test annually for firefighters that are sent into immediately dangerous to life and health (IDLH) environments.

e. Background Checks

Fire Department shall conduct background checks on members/employees which shall be conducted by the Cumberland County Sheriff's Office or the Provost Marshal. The Fire Department shall also conduct drug testing on members/employees in accordance with a written departmental policy that complies with applicable Federal laws.

f. Automatic and Mutual Aid

The General Assembly of North Carolina enacted into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firefighters and apparatus beyond the territorial limits which they

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normally serve, codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina. The County has written automatic aid protocols which are maintained and utilized by the Cumberland County Communications Center and are utilized on all structure fires where they simultaneously dispatch the automatic aid departments. The purpose of this agreement is to provide each of the parties through their mutual cooperation, a pre-determined plan; as agreed upon in dispatch protocol, by which each of them render aid to the other in case of any incident. It is deemed to be in the public interest for the department to provide automatic aid assistance in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection.

- To activate automatic mutual aid, due to conflagration, holocaust, civil disorder or natural disaster, upon notification that an emergency does, in fact, exist and that aid is needed, the County will dispatch available apparatus equipment and manpower into action to assist the needed party.
- It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- The party responding to the automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all cost involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.
- When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under worker's compensation laws shall be extended to department personnel during the entire incident until completion.
- When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 750 gallons of water.
- Fire Department shall comply with the above-stated requirements to provide automatic and mutual aid.

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g. Incident Reporting

Fire Department shall participate in and comply with the requirements of the National Fire Incident Reporting System (NFIRS) system with the North Carolina Department of Insurance/Office of the State Fire Marshal.

h. Fire Prevention and Public Education

Fire Department shall have an annual Fire Prevention and Public Education plan as well as a Community Risk Reduction plan commensurate with the respective needs of its Response District, as determined by Fire Department. Fire Department shall have a goal of reaching at least 25% of the total population of their Response District each calendar year.

i. North Carolina Motor Vehicle Laws

Fire Department shall promote that members/employees as a representative of Fire Department comply with all applicable motor vehicle laws. If a member/employee is cited for a motor vehicle violation, this shall not be a breach of this Agreement. Disciplinary action shall be at the discretion of Fire Department; however; Fire Department shall have standard operating guidelines, or equivalent, that clearly address this issue for all members/employees.

j. Budget

Fire Department shall cooperatively participate in the annual budgeting process as required by Cumberland County.

k. Fire Investigation

Fire Department shall attempt to determine the origin and cause of all fires within its Response District. Assistance may be requested from the Cumberland County Sheriff's Office.

l. Disposal of Surplus Equipment

Fire Department shall establish a written process for Fire Department to dispose of surplus equipment. This process shall address first offering surplus equipment to other departments within Cumberland County before offering such surplus equipment to departments outside of Cumberland County. If Fire Department services multiple local governments, the process shall provide a responsible and equitable method for allocating surplus equipment among departments in the multiple local governments' respective jurisdictions.



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m. Training

Fire Department shall have an annual training plan to ensure appropriate training is conducted for new and existing members/employees, including communications and MAYDAY training. In addition, Fire Department shall establish a training plan for all departmental ranking officers to provide periodic instruction in management and leadership. This plan must be in compliance with the policies adopted by the Cumberland County Fire Chiefs' Association and shall address the level of training to a standard, leadership training with Emergency Management, involvement of communications center employees, annual training of all fire department employees and volunteers, and use of NFPA 1410 benchmarks.

n. Standard Operating Procedures, (SOPs), General Operating Guidelines (GOGs)

Fire Department shall adopt all SOPs/GOGs approved by the Cumberland County Fire Chiefs' Association and adhere to all operating policies agreed upon with other entities such as with Emergency Communications radio systems.

**Section 17. RELATIONSHIP OF PARTIES**

Fire Department is an independent contractor of the County and none of its employees shall be considered employees of County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms and County shall not be responsible for any of Fire Department's acts or omissions.

**Section 18. TERM OF AGREEMENT**

The term of this agreement shall be for five (5) years, beginning on July 1, 2019 and ending on June 30, 2024, unless terminated earlier in accordance with any provision in this Agreement. This term is subject to the continued legal existence of the Response District and Fire Department.

**Section 19. NON-ASSIGNABILITY**

This agreement may not be transferred, assigned, or subcontracted by Fire Department without the written consent of the County.

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**Section 20. NO WAIVER**

Failure of County to enforce any of the provisions of this Agreement at any time, or to request performance by Fire Department pursuant to any of the provisions of this Agreement at any time, shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of County to enforce each and every provision. In the event there is disagreement between County and Fire Department as to the meaning and/or applicability of any section of the Agreement, the parties shall endeavor in good faith to mediate the disagreement, and agree to select and share the cost (if any) of the services of a trained mediator to conduct the mediation. Nothing herein, however, shall be construed to prevent either party from seeking legal or equitable relief in a court of competent jurisdiction.

**Section 21. AMENDMENTS**

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective. All Agreement amendments shall become part of this Agreement.

**Section 22. NO THIRD-PARTY BENEFICIARIES**

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein bind and accrue exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity.

**Section 23. ENTIRE AGREEMENT**

The terms and provisions herein contained constitute the entire agreement by and between County and Fire Department and shall supersede all previous communications, representations or agreement, either oral or written between the parties with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements

**Section 24. NOTICES**

All notices, reports, records, or other communications which are required or permitted to be given to the party under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by confirmed facsimile transmission, by overnight courier, or

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by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Cumberland County:

Cumberland County Manager  
E. Maurice Braswell Cumberland County Courthouse  
117 Dick Street  
Fayetteville, North Carolina 28301

If to Fire Department:

Fire Department Name Here  
Board President Here  
Address Here  
City Here

Email:

Telephone:

**Section 25. GOVERNING LAW**

North Carolina law shall govern this Agreement.

**Section 26. SEVERABILITY**

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

**Section 27. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

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**Section 28. VERIFICATION OF EMPLOYEE WORK AUTHORIZATION**

Fire Department attests and affirms that it is aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

**Section 29. ADDENDUMS**

The Parties may add specific addendums to this Agreement that are for specific services or conditions unique to Fire Department or Response District. Any addendums shall supplement and become part of this Agreement. Examples of addendums include, but are not limited to:

- Low Wealth Fire Department Staffing Supplements
- Specialty Rescue Services
- Local Grant Funding Program

**DRAFT**

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IN TESTIMONY WHEREOF, County has caused this instrument to be executed by the Cumberland County Manager, and Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CUMBERLAND COUNTY

BY: \_\_\_\_\_  
Amy Cannon  
Cumberland County Manager

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

\_\_\_\_\_  
Finance Director

This person is responsible for monitoring the Agreement performance requirement is:

Fire Department Name Here

BY: \_\_\_\_\_ [SEAL]

Its President

ATTESTED TO:

BY: \_\_\_\_\_  
Its \_\_\_\_\_ (title here)



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

**MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 4/4/2019**

**SUBJECT: DOWNTOWN PARKING STUDY BY THE CITY OF FAYETTEVILLE**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): KRISTOFF BAUER, DEPUTY CITY MANAGER, CITY OF  
FAYETTEVILLE**

**BACKGROUND**

The City of Fayetteville has completed a Downtown Parking Study and wishes to share a summary of the study and its potential impact on the County's parking lots.

**RECOMMENDATION / PROPOSED ACTION**

No action is being requested. This is for information only at this time.



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DELORES TAYLOR, INTERIM DIRECTOR FOR COMMUNITY DEVELOPMENT**

**DATE: 3/26/2019**

**SUBJECT: COMMUNITY DEVELOPMENT PROGRAM UPDATE**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): DELORES TAYLOR**

#### **BACKGROUND**

Cumberland County, through the Community Development Department, is designated by the U.S. Department of Housing and Urban Development (HUD) as an entitlement jurisdiction. As an entitlement jurisdiction, Cumberland County receives Community Development Block Grant and HOME Investment Partnerships Program funds each year to administer programs that meet the national objectives and affordable housing requirements established by HUD.

Community Development Staff is providing an update on the status of all projects undertaken by Cumberland County to include projects funded with entitlement, competitive, and local funds.

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

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



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY CANNON, COUNTY MANAGER**

**DATE: 4/5/2019**

**SUBJECT: MID-CAROLINA COUNCIL OF GOVERNMENTS STUDY AND RECOMMENDATIONS**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): JIM BOUREY, MCGILL ASSOCIATES, INC.**

**BACKGROUND**

Since the retirement of Jim Caldwell, Director of Mid-Carolina Council of Governments (COG), the managers of the member counties (Cumberland, Harnett, and Sampson) have been engaged in discussion regarding the future direction of our COG. There is a consensus that current membership in our COG has not been as beneficial as it had been in the past or as it could be. This led us to meet with the COG Board of Directors and recommend that a study be conducted to evaluate the services and current operations of Mid-Carolina as well as options available to develop a more efficient and effective organization. Attached you will find the Executive Summary and Report Recommendations prepared by the Consulting Services Division of McGill Associates, Inc.

**RECOMMENDATION / PROPOSED ACTION**

County Management recommends the proposed action be placed on the April 15th Board of Commissioners agenda as a consent item:

Approve the study recommendation of revitalizing the Mid-Carolina COG by the member counties through an intensive strategic planning process to develop a multi-year action plan.

**ATTACHMENTS:**



Description	Type
Mid-Carolina COG Study and Recommendations	Backup Material

# **Mid-Carolina Council of Governments Study and Recommendations**

**Prepared by**



**McGill Associates, Inc.  
March 20, 2019**

## BACKGROUND

McGill Associates was engaged by the Mid-Carolina Council of Governments (MCCOG) to evaluate the most effective arrangements for the Counties of Cumberland, Harnett and Sampson and the cities and towns in those counties to participate in a Council of Governments (COG). Some County representatives view the current membership in the Mid-Carolina Council of Governments (MCCOG) to be not as beneficial as it had previously been and feel participation in another COG could be more advantageous or that the MCCOG could be made more effective, making a COG membership change unnecessary.

Through this scope of work, McGill Associates examined the current operation of the Mid-Carolina Council of Governments and how it could be more effective for its members. McGill also examined possible participation in other Councils of Government, either with all three participating in the same COG or in different COGs. The alternatives of improving the existing arrangement or other configurations was evaluated and compared.

The study was conducted by the Consulting Services Division of McGill. The study was led by the Director, Jim Bourey. Jim has had a long public and private sector professional career, performing in a number of leadership roles and in a number of regions in the country. He served as a City Manager, County Administrator, Planning Director and Regional Council Executive Director in a number of states and currently lives in North Carolina. Joining Jim on the project team were Richard Smith who worked as a Planning Director as well as the majority owner of a planning consulting firm, Karen Kiehna, who worked for decades in Councils of Government, and Robert Hyatt and Gary Jackson, long time managers with cities and counties in North Carolina.

## EXECUTIVE SUMMARY

This study was initiated by the Board of the Mid-Carolina Council of Governments. It was motivated by dissatisfaction with the performance of the organization in fulfilling its mission to effectively and efficiently serve its member counties and municipalities. Initial discussions of purpose and scope began in November 2018, and a contract for the work was executed between MCCOG and McGill Associates in December 2018.

The scope of work included review of the current state, analysis of alternative approaches, identification of services most desired by members, and development of recommendations for the best future service delivery model. A key element of the McGill approach was to reach out to stakeholders, seek their input, and apply it in the development of recommendations. Our major findings were as follows:

1. **Current State** – The MCCOG organization was significantly underperforming in terms of executive leadership and underperforming in delivering the depth and breadth of services expected by their membership, and when compared to the norm for COGs.

2. **Service Delivery** – The MCCOG offered far fewer member services than the norm for North Carolina COGs. In addition to providing traditional services such as aging and transportation planning and planning administration services, other North Carolina COGs also provide a broader array of traditional services such as workforce development, mapping and data (GIS), and convening of leaders for collaborative planning and problem solving. More importantly, other regional councils also provide customized services emerging from member demand, including administrative, financial, human resources, emergency preparedness/responses, etc. McGill's analysis confirmed that the three neighboring COGs were performing well in delivering both traditional and customized services.
3. **Services Demand** – Members preferred to continue MCCOG administration of aging services grants and the rural transportation planning organization (RPO) and planning for smaller communities. Members indicated a strong desire for expanded service delivery, including but not limited to convening elected and appointed officials, training professional staff, providing reliable data and GIS, workforce development and writing grant applications for member counties and municipalities.
4. **Alternative Approaches** – For both procedural and practical reasons, merger of the MCCOG with an adjoining COG would be the most difficult alternative to achieve. From simply a procedural standpoint, a more feasible alternative approach would be to disband the MCCOG and open the door for individual counties to apply for membership with adjoining COGs.
5. **Recommended Approach** – The preference of stakeholders was to reinvigorate the MCCOG. McGill recommends an inclusive process to develop a strategic plan for the reinvigoration of the MCCOG. We feel this should be led by an outside expert skilled in developing strategic plans and knowledgeable in organizational management and regional council operations. McGill also strongly recommends: (a) recruitment of an executive director capable of leading the turnaround, and (b) strengthening of the role and oversight of the board of directors, (c) establishing a multi-year action/performance plan with clear and measurable goals, and (d) committing the organization to a culture of continuous improvement in service to its members.

## OUR APPROACH

To compare structures and services, McGill gathered relevant information on trends and best practices for COGs and conducted interviews of designated county representatives and met with the executive directors of other Councils of Government. The work plan included the following steps:

- Review of the Mid-Carolina Council of Governments organizational structure, meetings, services, work program, budget and staffing. This entailed review of available documents and interviews with COG staff and with elected officials and staff from the participating counties, cities and towns.
- Comparison of the services of the Mid-Carolina COG with the services of other North Carolina COGs, particularly those adjacent to the three counties.
- Review of the demographics and challenges facing the three counties and a comparison with other counties in the surrounding area. This examined the similarities and dissimilarities of the three counties and the surrounding counties in the region.
- Identification of the most appropriate and desirable services that could be provided to the three counties and municipalities by a COG.

- Identification of the best potential alternate COG options for the three counties as well as the cities and towns in the counties, assessment of how to modify the Mid-Carolina COG arrangement to more effectively serve the interests of the three counties, and analysis of the alternative arrangements to identify the best COG arrangement to serve the three counties.

## **STRUCTURE AND SERVICES REVIEW**

McGill found it necessary to gather an extensive amount of information and to conduct numerous interviews for purposes of comparing the structure and services of the Mid-Carolina COG with the three surrounding COGs – Triangle J (TJCOG), Eastern Carolina (ECCOG), and Lumber River (LRCOG).

Our review included examination of the following documents:

- Published annual reports of the various COGs
- Adopted annual budgets and financial reports
- Web pages, blogs and other internet offerings
- University of North Carolina School of Government reports
- Materials made available by the Association of North Carolina Councils of Government
- COG bylaws and relevant state statutes
- Other documentation sources

In terms of structure, the numbers of local governments served by COGs in North Carolina varies significantly. Populations served, staffing, budgets and services also vary from one region to another. The four COGs which are the focus of this study are no exception. The numbers in this case range from a low of three (3) counties and twenty-one (21) municipalities participating in the Mid-Carolina COG to highs of nine (9) counties and sixty-two (62) municipalities in the Eastern Carolina COG. Lumber River COG has five (5) participating counties and thirty-six (36) municipalities.

The Mid-Carolina COG lists ten (10) staff members in their \$4.8 million budget for FY2018. This compares with twelve (12) staff and a \$5.5 million budget for Eastern Carolina, twenty-six (26) staff members and a \$12.9 million budget for Lumber River COG, and a staff of thirty-two (32) and a \$13.1 million budget for the Triangle J COG. For North Carolina Councils of Government, federal dollars account for the vast majority of operating revenues. This is true in the case of the four COGs which were reviewed as part of this study. The largest single revenue source for each entity is the federal Home and Community Care Block Grant.

A comparison of revenue sources revealed that Mid-Carolina COG had the lowest dues rate per capita of the four COGs studied. MCCOG dues are \$0.24 per capita for municipalities and \$0.27 per capita for counties, with counties only paying for the unincorporated area population. The LRCOG dues rate is \$0.33 per capita for each member government. The ECCOG dues are \$0.353 per capita on each member government. The TJCOG dues are \$0.39 per capita for governments with populations less than 150,000, and \$0.20 per capita for governments with populations of 150,000 or more.

McGill also compared the board structures of the COGs. Three of the COGs (TJCOG, LRGOG, and MCCOG) provide for an elected representative for each member government. Lumber River COG, while providing for one elected official for each member government, granted the ability for members to appoint an alternate. In contrast, the Eastern Carolina COG structure

provided for elected officials to fill 80% of the board seats, appointed officials to fill 10%, and private sector representatives to fill the remaining 10% of board seats.

The trend in the past decade is for Councils of Government to expand and diversify services. According to the 2018 survey conducted by the North Carolina School of Government, the number of services provided by COGs statewide has increased. The current array of services provided generally fall into four categories: planning services, technical assistance, geographic information service (GIS), and help with federal and/or state grants and program administration. Consistent with the statewide trends, the three COGs surrounding the Mid-Carolina COG have consistently been expanding services, especially in areas of workforce development, planning services, grant writing, training and fostering regional collaboration. In contrast, the services of the Mid-Carolina COG have decreased dramatically during the past number of years.

Please see Attachment A for further comparisons of structures and services.

## **COUNTY DEMOGRAPHICS AND TRENDS ANALYSIS**

In consideration of alternative arrangements for providing COG services to the region, McGill examined demographic factors and trends for similarities and differences between and among Sampson, Harnett and Cumberland counties. The county comparisons are compiled and presented in Attachment B. The most obvious differences are in overall county population and the relative degree of urbanization within each county. According to the North Carolina Department of Commerce, only 15% of Sampson County's estimated population of 64,000 reside in urbanized areas. Harnett County has a population estimated at 131,000, with 44% of the population living in urbanized areas of the county. Finally, an overwhelming percentage 87% of Cumberland County's 329,000 population reside in urbanized areas.

The economic data varies from county to county. The Sampson County median family income level of about \$42,000/year is significantly lower than the \$51-52,000/year levels for Harnett and Cumberland respectively. Median housing values differ significantly. The median housing value in Harnett County is \$140,800, in Cumberland County is \$129,000, and in Sampson County is \$87,900. The mix of leading industries for Cumberland and Harnett are quite similar, with Retail, Health/Social Services, Hospitality, and Food representing the four largest employment sectors. In contrast, Sampson County's leading industries are manufacturing and agriculture, followed well behind by retail. Fort Bragg remains a key economic engine for all three counties, with salaries, supplies and service expenditures driving direct, indirect and induced economic impacts. An emerging economic influence on residential development in Harnett County is employment growth in the Raleigh/Research Triangle region. With anticipated transportation improvements, the connection between Harnett and the Triangle area is expected to strengthen. Likewise, North Carolina Highway 24 improvements will also improve the commute from Sampson to the Cumberland/Fayetteville employment centers.

## **IMPROVEMENT OPTIONS**

To determine the options for best serving the regional interests of Sampson, Harnett and Cumberland counties and their localities, McGill reviewed the enabling statute for North Carolina Councils of Government (North Carolina GS 160A-474) and reviewed the by-laws of the MCCOG. Meetings were also held with the executive directors of Eastern Carolina, Lumber River and Triangle J COGs to discuss receptivity and practical considerations. Additionally, McGill sought historical perspective and advice from staff with the state association of COGs.

The fundamental mission of councils of governments is to provide creative regional solutions to relevant and emerging issues in their specific regions. The sixteen regional councils in North Carolina serve their member governments through both a traditional range of services and a range of customized services. Traditional services include the delivery of aging, transportation, workforce development, community planning – GIS mapping services, and convening of regional leaders for collaborative problem solving. As noted on the web site of the North Carolina Association of Regional Councils of Government, “A more robust range of services has emerged through member demand for administrative and financial services, interim executive management, financial administration, human services program delivery and economic development.” Regional councils are capable of assisting counties and municipalities in many ways. However, in a 2018 survey, the North Carolina School of Government discovered stakeholders perceive wide variation in quality across the sixteen North Carolina COGs.

Other themes which emerged from the North Carolina School of Government interviews are summarized below:

- *Regional councils have a unique and strong understanding of their regions.*
- *High value placed on COGs role (or potential role) as regional convener.*
- *The role or value-add of regional councils is not always clear to stakeholders.*
- *Regional councils need to do a better job of demonstrating their value and telling their story.*
- *Regionalism is extremely important now, but times are very different now than they were when COGs were created. It is time for COGs to be more adaptive or responsive to current needs and reinvent themselves.*
- *They provide a lot of value in specific services that meet needs of member governments.*

Based on our research, the options available are as follows:

#### **Option 1. Merge the Mid-Carolina COG with one of the adjacent COGs**

- In this option, the local governments in the Mid-Carolina region collectively decide to merge with one of the adjacent COGs.
- Staff of the Mid-Carolina COG could be merged with the staff of the other COG.
- Requires both COG boards to agree to the merging of assets. Some negotiation of terms may be required. The previous merger of the Northwest Piedmont COG and Piedmont Triad COG into the newly formed Piedmont Triad Regional Council serves as a precedent and example to consider.
- The RPO housed in Mid-Carolina could be moved to the merged COG with two RPOs housed in the same COG or the RPO could be merged with the RPO in the other COG.
- Area Agency on Aging (AAA) funds would be combined with the newly merged COG with one AAA director.
- This is potentially the most difficult option because it requires the local governments in the Mid-Carolina COG to act in unison and to all join/merge with the same existing COG (TJCOG or LRCOG).

#### **Option 2. Dissolve Mid-Carolina COG and local governments independently join an adjacent COG**

- In this option, each local government would choose which COG to join. Depending upon the local government, Eastern Carolina COG (ECCOG), Lumber River COG (LRCOG) and Triangle J COG (TJCOG) appear to be the logical options.

- The regions of the adjacent COGs would be expanded if and when Mid-Carolina COG local governments join their new COG.
- The RPO housed in Mid-Carolina could be moved to one of the adjacent COGs or it could be dissolved, and the local governments join the RPO or MPO in the Lumber River or Triangle J COG.
- AAA funds distributed to the Mid-Carolina COG would be proportionally distributed (based on state wide formula) to the adjacent COGs based on new alignments.
- Most or all current Mid-Carolina COG staff could be absorbed and employed by adjacent COGs.
- State law (North Carolina GS 160A-474) requires action by May 1<sup>st</sup> to withdraw from a COG for an effective date of July 1<sup>st</sup>.

### **Option 3. Reinvigorate the Mid-Carolina COG**

- This option preserves the Mid-Carolina COG through intensive strategic planning and commitment by the local governments to plan implementation.
- The strategic planning process would address governance structure (bylaws/charter), services goals, and resource requirements from dues, fees and grant sources.
- The product of the strategic planning process would be a multi-year action plan with clear and measurable goals.
- After completion of the strategic plan, reinvigorating the organization would start with hiring a new, dynamic and skilled executive director to lead the organization in achievement of the performance goals outlined in the strategic plan.
- In addition to competent executive leadership, re-establishing the Mid-Carolina COG as a respected, innovative service provider would require the active involvement, direction and support of the elected board members.

## **COG EXECUTIVE DIRECTOR INTERVIEWS**

McGill sought the perspectives of executive directors serving the Triangle J, Lumber River, Eastern Carolina, and Mid-Carolina COGs. We asked for the views of the executive directors on the possibilities for serving counties currently served by Mid-Carolina COG. Highlights from McGill notes taken at those meetings are as follows:

### **A. Lumber River COG, David Richardson, Executive Director**

*Open to conversation but not sure where it will lead.*

*Believe the MCCOG RPO could transfer/merge easily.*

*LRCOG could expand planning services.*

*LRCOG works hard to meet needs of members, especially smaller towns.*

*LRCOG works to provide training programs...arranges regular meetings of city managers.*

### **B. Triangle J COG, Lee Worley, Executive Director**

*Harnett County already uses some of TJCOG services and would be welcomed as a member.*

*Harnett asked TJCOG to run a housing program as well as other services.*

*Town of Angier (partially in Wake County) is already a member.*

*TJCOG is also coordinating a water resources study for Cumberland County.*

*Cumberland and Sampson are not naturally in the TJCOG area; big question for Cumberland is what region they want to be a part of moving forward.*



*Emphasized that TJCOG would expect Fayetteville to join if Cumberland sought to become a member.*

*Provided some services for the City of Fayetteville Police Department*

**C. East Carolina, Jay Bender, Interim Executive Director**

*ECCOG is advertising for a new executive director.*

*Aging services is the biggest and best ECCOG service.*

*ECCOG is very strong in transportation planning – 2 RPOs administered. Several others in area are not administered by ECCOG.*

*It may cost the ECCOG money/time in restructuring the board and services to accommodate a new member(s).*

*Regarding Sampson specifically joining, Clinton and other towns are a long way off from (COG offices in) New Bern.*

**D. Mid-Carolina COG, Glenda Dye, Interim Executive Director (accompanied by other staff members)**

*Services are fairly even across all three counties.*

*MCCOG hasn't held regional meetings for years, she believed it stopped in 2009.*

*Previous Executive Director did not reach out to the local government members.*

*Services were scaled back, when it started is uncertain, but many years ago...not sure about what could be provided as additional services or what jurisdictions would be willing to fund.*

*Senior games are a large activity coordinated by MCOG staff; aging services is heavily involved in the community.*

*Aging Services Director sees potential to partner with health care agencies as a new revenue source.*

## **STAKEHOLDER INTERVIEWS**

McGill met with elected and appointed officials from the MCCOG member counties and municipalities. The purpose of the interviews was to learn the views of stakeholders on the current state of the MCCOG, learn the services most desired by stakeholders, and to learn member preferences for moving forward. Following are highlights from notes taken at these meetings:

**A. Views on the Current State**

*Disappointed in the current limited scope of services.*

*Think they (staff) are good people, but they were let down by executive leadership.*

*Eight years ago, quality, expertise and variety of services being offered started to decline.*

*MCCOG staff did not help when I called upon them.*

*Experience with grant data support was poor. Not much on their web site.*

*Experience with other COGs is they offer much more, especially with transportation.*

*Not aware of what they do other than aging services and planning for Sampson County towns.*

*Only services now being provided are aging grant administration and coordination of RPO/transportation.*

*MCCOG was once involved in planning and workforce development, but that is no longer the case.*

*The COG should be out communicating about its services, but all members ever heard about was aging services and senior games.*

## **B. Services Desired**

*Have a grant writer to assist the members.  
Grant writing, identification of new funding sources.  
Assist with identifying, applying and administering grants.  
Bring communities together to discuss regional issues.  
Provide reliable data bases.  
Being a clearinghouse for resources.*

## **C. Preferred Action**

*Would like to see MCCOG remain if can be improved to provide services.  
Since dues as is may not be able to support more services, the towns wanting more services will have to pay for them.  
Concerned about limited attention if merged with larger COG.  
Concerned about travel distances with merging.  
Also, concerned about unfavorable dues structure should (Triangle J or Lumber River) COGs require Cumberland to pay for Fayetteville or expect Fayetteville to join.  
Need for discussion at the Mayor's coalition.*

## **RECOMMENDATIONS**

Since this study originated from MCCOG Board Members' dissatisfaction with the status quo, McGill gave priority to the feedback received during stakeholder interviews. Stakeholders were either disappointed in the limited scope of MCCOG services or unfamiliar with the service mix entirely. Our analysis confirmed that the service mix of the MCCOG is now more limited than before. A decade ago, the MCCOG services more closely resembled the typical array of COG services you would expect to find, including regional meetings of elected and appointed officials to collaborate and the provision of more regional planning services and workforce development. This culture of disengagement and retrenchment contrasts with the apparent responsiveness and adaptivity of the adjoining COGs - Lumber River, Triangle J, and Eastern Carolina.

**The most important piece of stakeholder feedback that McGill received is the prevalent desire to retain the MCCOG, if it can be reinvigorated to provide the services desired by its members. While there is obvious disappointment with the limited scope of services, the decline was almost solely attributed to the failures of executive leadership. McGill believes this factor alone would be sufficient cause alone to consider retaining the present structure over dissolution and merger options.**

Additionally, there are other causes for concerns with the options of dissolving the MCCOG and/or members leaving to join another COG. First, there is the disadvantage of accepting long distances to COG functions. Board appointees and other interested elected and appointed officials would lose time and (potentially) interest if long distances had to be regularly navigated to participate in COG functions. Second, while a new COG would likely be immediately attentive to a joining member, over time there is the risk of this initial enthusiasm waning. Third, there is the concern with simply having more limited influence with joining a larger, more distant COG office. This concern is especially true for the smaller cities and towns. Finally, regional identity is now more important than ever before. It would be most beneficial to **all** local governments in the Mid-Carolina region to unite and collaborate on common interests such as planning, transportation, economic development, climate adaptation and emergency preparedness. The region has a unique economy and personality, presenting both unique challenges and opportunities. These challenges and opportunities would most effectively be addressed by local leaders joining in a unified effort.

Taking all available information into consideration, McGill recommends a series of steps be undertaken to reinvigorate the Mid-Carolina Council of Governments:

1. **Develop a Strategic Plan for Reinvigoration** – A strategic planning process is recommended in order to reconnect the MCCOG organization with its member governments and its mission. Strategic planning is about determining what's most important for an organization to do and the best way to get it done. For MCCOG, McGill recommends an inclusive process to involve all member jurisdictions in review of the services desired and the sources and levels of resources necessary to successfully deliver those services. We also recommend an outreach to the City of Fayetteville to encourage them to rejoin MCCOG. McGill would be available to provide the highly recommended, professional facilitation which is key for a successful strategic planning process. The scope of these services would include preparation in advance of a work session, facilitation at the work session, and documentation of decisions and action items resulting from the work session.
2. **Strengthen the Role of the MCCOG Board** – The board's role is overseeing strategic direction, organizational effectiveness, and the performance of its executive director. Essential to creating a reinvigorated MCCOG is creating an effective board, one which is in agreement and is in alignment on where the board wants the organization to go. This point underscores the importance, at the outset, of a successful strategic planning process. Thereafter, preferably on an annual basis, an effective board of directors would meet/retreat to evaluate both the progress of the organization in achieving pre-established goals and to evaluate the board's own effectiveness. An annual retreat, early in 2020, is recommended for this purpose.
3. **Recruit a Skilled Executive Director** – A high performance MCCOG will require a skilled Executive Director. The requirements of the position dictate that the person selected be a transformational leader, one who possesses special leadership, management and communication skills. McGill recommends special emphasis in the selection process on finding an Executive Director capable of leading the staff/organization through the desired transformation. Likewise, it is equally important that the next Executive Director be capable of establishing and sustaining exceptional, ongoing communications with the member jurisdictions.
4. **Performance Management** – It will be challenging to keep the turnaround efforts on track. To support the efforts, McGill recommends formal adoption of the vision and action plans resulting from the strategic planning process. The Executive Director and MCCOG staff should be tasked with tracking progress and producing a quarterly report to the Board. An annual report should also be produced for review at an annual planning session/retreat of the Board. Additionally, McGill recommends that Executive Board be charged with evaluating the Executive Director, initially at six months after hiring and thereafter on an annual basis. The purpose of the evaluation is to give constructive feedback as necessary for the Executive Director and the organization to perform at their full potential. It also gives the Executive Director an opportunity to inform the Board of support needed from the Board (policy direction, resources, etc.) in order for the potential to be achieved.
5. **Revision of Joint Operations Agreement and Bylaws of the Mid Carolina Council of Government (MCCOG)** – It is always an advisable and a healthy process to routinely review all operations agreements and bylaws of any organization, as laws change, times change, and the needs of the organization change. In our review, we noted that the original joint operational agreement and bylaws, while serving their initial purpose in creating the MCCOG, have not been reviewed and revised consistently by the entire membership for quite some time. As our study revealed, the current joint agreement and the bylaws are inconsistent, vague, and quite ambiguous with each other, thereby

lending themselves to multiple interpretations and possibly to meritorious and legal challenge. Accordingly, it is our recommendation that both documents should be modified to ensure compliance with the North Carolina General Statutes and the overall will of each of the participating governing bodies and the MCCOG Board as a whole. Such obvious things that we noted for serious future consideration in these documents should be:

- The selection, replacement and removal process of the Board members.
- The term limits of the Board members.
- The duties, powers and liabilities of the Board members and the participating localities.
- The appointment, hiring and termination process of the Executive Director and any other staff of the MCCOG.
- The specifically defined job descriptions for the Executive Director and any staff member setting forth their respective powers, duties and responsibilities and to whom they ultimately report to.
- The annual review process of the Executive Director and staff.
- The specifics to be contained within the annual report of the Board to each of the participating localities.
- The requirement of an annual financial report and audit of the MCCOG and the dates upon which each are to be submitted to the Board and the respective participating localities.
- A clear and concise annual budgetary process for the MCCOG.
- A clear and consistent membership contribution charge or calculation process of each of the MCCOG members.
- A clearly defined method of how to amend the agreement and bylaws in the future.
- A clearly defined method and procedure for the dissolution, termination or merger procedure of the MCCOG.

While this is a condensed list of the observations that McGill noted from its review process and discussions with the MCCOG members, this is a serious topic that should be reviewed thoroughly on an annual basis. These documents govern the legal standing to be able to operate, and accordingly their review and amendments should be a first priority in moving the organization to a healthy and prosperous future.



## **FINANCE OFFICE**

### **MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 4/1/2019**

**SUBJECT: BUDGET ORDINANCE AMENDMENT #190571 IN THE AMOUNT OF \$8,402,515 TO APPROPRIATE FUND BALANCE (SCHOOL CAPITAL OUTLAY FUND) FOR ADDITIONAL CAPITAL OUTLAY EXPENDITURES FOR EQUIPMENT, FACILITY REPAIRS, AND RENOVATIONS**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

### **BACKGROUND**

The Board of Education has provided the attached capital needs list of projects and is requesting budgetary appropriation totaling \$8,402,515. The project listing has been prioritized by the Board of Education who intend to accomplish as many of the prioritized projects as possible based on actual bid amounts within the available budgeted funding.

Joe Desormeaux, Associate Superintendent of Auxiliary Services, will be available during the meeting to answer any questions the Commissioners may have.

### **RECOMMENDATION / PROPOSED ACTION**

The Board of Education is requesting this item be forwarded to the full Board of Commissioners for approval as a Consent Agenda item at the April 15, 2019 Regular Meeting with the following action:

The Board is requested to approve Budget Ordinance Amendment B190571 to appropriate fund balance of the School Capital Outlay Fund to be used to fund capital outlay expenditures for equipment, facility repairs, and

renovations that have been prioritized by the Board of Education according to the attached project listing.

**ATTACHMENTS:**

Description

Type

BOE Project Listing

Backup Material

2019 PROPOSED SUMMER PROJECT LIST  
(9022,9017,9037)

SCHOOL	PROJECT DETAILS	Budget Estimate / Actual Costs	9022 (Plant Ops.)	9017 (Roof Repl.)	9017 (Roof LIC)	9037 (Sch. Reno.)
<b>PRIORITY 1</b>						
Abbott MS	Install Kitchen AC	\$ 80,000.00	\$ 80,000.00			
Abbott MS	Replace Damaged Casework in AP Office	\$ 5,000.00				\$ 5,000.00
Abbott MS	Install Canopy at Main Entry	\$ 15,000.00	\$ 15,000.00			
Ashley ES	LIC - Flashing and Re-Coating - 308-A	\$ 96,500.00			\$ 96,500.00	
Ashley ES	Replace Carpet to VCT in Media Center	\$ 13,000.00	\$ 13,000.00			
Armstrong ES	Replace Stage Curtains	\$ 7,500.00				\$ 7,500.00
Baldwin ES	Replace Roof at Canopy (1-2)	\$ 42,000.00	\$ 42,000.00			
Baldwin ES	Replace Stage Curtains	\$ 6,300.00	\$ 6,300.00			
Beaver Dam ES	Design Fee for Abatement	\$ 4,500.00				\$ 4,500.00
Black ES	Install AC in Kitchen (Window Units???)	\$ 10,000.00	\$ 10,000.00			
Britt HS	Replace VCT in Atrium and Cafeteria area	\$ 20,000.00	\$ 20,000.00			
Britt HS	Upgrade Gym Lighting - Both Gyms	\$ 19,000.00	\$ 19,000.00			
Britt HS	Caulking and Backer Rod Install at PC Panels	\$ 32,000.00	\$ 32,000.00			
Byrd HS	ABATEMENT Design Fee - 2nd Floor WorkRm	\$ 5,200.00				\$ 5,200.00
Byrd HS	Re-roof over main gym locker room / address	\$ 262,500.00		\$ 262,500.00		
Byrd HS	Re-roof design Fee	\$ 23,625.00		\$ 23,625.00		
Cape Fear HS	Replace Breezeway Roofs with aluminum (Piping on	\$ 100,000.00		\$ 100,000.00		
Cape Fear HS	Tuck-Pointing at Auditorium	\$ 36,500.00	\$ 36,500.00			
Cape Fear HS	Re-Roof Ag building and energy building. Roof Coating	\$ 276,254.00		\$ 276,254.00		
Cape Fear HS	Re-roofing Designer Fee	\$ 28,000.00		\$ 28,000.00		
Cashwell ES	Put Back From Abatement at Windows and Soffit	\$ 33,200.00	\$ 33,200.00			
Cashwell ES	Put Back From Abatement design Fee	\$ 6,000.00	\$ 6,000.00			
Chesnutt MS	Replace Steam Lines feeding gymnasium building	\$ 60,000.00	\$ 60,000.00			
Chesnutt MS	Upgrade Lighting in Gymnasium	\$ 3,200.00	\$ 3,200.00			
Chesnutt MS	Abatement Design Fee - Floor Rm 13	\$ 3,900.00				\$ 3,900.00
Collier ES	Re-Roof Classroom Addition (342-B)	\$ 200,000.00		\$ 200,000.00		
Collier ES	Re-Roof Design Fee	\$ 16,750.00		\$ 16,750.00		
District 7 ES	Re-Roof classroom Wing	\$ 211,575.00		\$ 211,575.00		
District 7 ES	Re-Roof Design Fee	\$ 19,250.00		\$ 19,250.00		
Gray's Creek ES	Re-Roof Hallways in Area A (375-A)	\$ 150,000.00		\$ 150,000.00		
Gray's Creek ES	Re-Roof Design Fee	\$ 8,000.00		\$ 8,000.00		
Gray's Creek ES	Upgrade Lighting in Gymnasium	\$ 6,000.00	\$ 6,000.00			
Gray's Creek HS	Band Room Casework Replacement (Water Damage)	\$ 10,000.00				
Griffin MS	Upgrade Gym Lighting	\$ 8,000.00	\$ 8,000.00			
Hope Mills MS	Exterior Painting and Trim Repairs at EC Building	\$ 10,000.00	\$ 10,000.00			
Hope Mills MS	Locker Restoration 3rd Hallway	\$ 10,000.00				\$ 10,000.00
Ireland Drive MS	Replace Cafeteria Ceiling	\$ 15,000.00				\$ 15,000.00
Jeralds MS	Install Canopy at Main Entry	\$ 15,000.00	\$ 15,000.00			
Lake Rim ES	Install Fresh Air Louvre Covers	\$ 4,500.00	\$ 4,500.00			
Lake Rim ES	Replace Chiller	\$ 122,000.00				
Long Hill ES	Wrap Exterior Building Poles	\$ 20,000.00	\$ 20,000.00			
Mac Williams MS	Locker Restoration 3rd Hallway	\$ 10,000.00				\$ 10,000.00
Massey Hill CS	Security Entry Up-fit	\$ 150,000.00	\$ 150,000.00			
Massey Hill CS	Re-Shingle Gym Roof	\$ 41,380.00		\$ 41,380.00		
Montclair ES	(LIC) - Flashing and Repairs	\$ 6,000.00			\$ 6,000.00	
Morganton Road	Re-Roof Classroom Addition / Boiler Bldg	\$ 190,000.00		\$ 190,000.00		
Morganton Road	Re-Roof Design Fee	\$ 14,750.00		\$ 14,750.00		
New Century ES	Caulk Gaps at Exterior Wood Beams	\$ 3,500.00	\$ 3,500.00			

2019 PROPOSED SUMMER PROJECT LIST  
(9022,9017,9037)

SCHOOL	PROJECT DETAILS	Budget Estimate / Actual Costs	9022 (Plant Ops.)	9017 (Roof Repl.)	9017 (Roof LIC)	9037 (Sch. Reno.)
Owen ES	Complete Tuckpointing at MP Room	\$ 30,000.00				\$ 30,000.00
Owen ES	Replace windows in B Wing	\$ 300,000.00	\$ 300,000.00			
Pauline Jones	Install BARD units and Cafeteria HVAC	\$ 600,000.00				
Pauline Jones	Re-roofing Designer Fee	\$ 30,500.00		\$ 30,500.00		
Pine Forest HS	(LIC) - Flashing and Repairs	\$ 20,000.00			\$ 20,000.00	
Pine Forest HS	Tuckpointing / Waterproofing at Back Wall / Music-	\$ 100,000.00				\$ 100,000.00
Pine Forest HS	Repairs to Storm Drain on Football Field	\$ 10,000.00	\$ 10,000.00			
Pine Forest MS	Build a Wind Screen at outside boiler between front	\$ 5,000.00	\$ 5,000.00			
Pine Forest MS	Spray Foam Insulation - Ceiling in Freezer Rm	\$ 5,000.00	\$ 5,000.00			
Pine Forest MS	Tuck Point and Water Proof Exterior - Back wing	\$ 150,000.00	\$ 150,000.00			
Pine Forest MS	Replace Ceiling Tile/Grid in Media/Classroom Wing	\$ 25,000.00				\$ 25,000.00
Pine Forest MS	Lighting Upgrade in Media Classroom Wing	\$ 8,000.00	\$ 8,000.00			
Pine Forest MS	Replace Window Units / Heating Units Media Wing -	\$ 300,000.00	\$ 300,000.00			
Ponderosa ES	Silicone Coat Entire Roof	\$ 200,000.00		\$ 200,000.00		
Raleigh Road ES	Abatement Design Fee - Office and Main Classroom	\$ 11,200.00				\$ 11,200.00
Sanford HS	Abatement Design Fee - Coaches office and storage	\$ 4,500.00				\$ 4,500.00
Seventy-First CS	Remediate Glendale Building	\$ 25,000.00	\$ 25,000.00			
Seventy-First HS	Lighting Upgrade - Main Gym	\$ 10,000.00				\$ 10,000.00
Sherwood Park	(LIC) - Gravel stop / Flashing Repairs	\$ 50,000.00			\$ 50,000.00	
Sherwood Park	Replace Ceiling and Lighting in Cafeteria and Main	\$ 15,000.00				\$ 15,000.00
Smith HS	Re-roof 1995 Addition	\$ 322,850.00		\$ 322,850.00		
Smith HS	Re-roof Designer Fee	\$ 30,500.00		\$ 30,500.00		
Smith HS	Install Gutters	\$ 8,450.00		\$ 8,450.00		
SouthView HS	Rubberize Track	\$ 85,000.00	\$ 85,000.00			
SouthView HS	Rubberize Track - design fee	\$ 11,300.00	\$ 11,300.00			
SouthView MS	Lighting Upgrade	\$ 10,000.00	\$ 10,000.00			
Stedman Elementary	Replace / Repair All Ceilings where indicated	\$ 200,000.00	\$ 200,000.00			
Stedman Elementary	Replace Windows in the Flat Top Building	\$ 200,000.00	\$ 200,000.00			
Stedman Elementary	Abandon Steam Lines - Install BARDS in Flat-top Bldg.	\$ 200,000.00				\$ 200,000.00
Sunnyside ES	Pipe Replacements / Heating Upgrades	\$ 200,000.00	\$ 200,000.00			
Sunnyside ES	Pipe Replacements / Heating Upgrades - DESIGN FEE	\$ 15,000.00	\$ 15,000.00			
Walker-Spivey	Canopy Replacement	\$ 55,210.00				\$ 55,210.00
Warrenwood ES	ABATEMENT Design Fee - Ceiling Tiles in 10 Classrooms	\$ 12,600.00				\$ 12,600.00
Warrenwood ES	ABATEMENT - Ceiling Tiles in 10 Classrooms	\$ 25,000.00				\$ 25,000.00
Warrenwood ES	Replace - Ceiling Tiles in 10 Classrooms	\$ 25,000.00				\$ 25,000.00
Warrenwood ES	Lighting Upgrade in 10 Classrooms	\$ 12,000.00				\$ 12,000.00
Westover HS	400 AMP Panel Replacement (Contract Out)	\$ 7,500.00				\$ 7,500.00
Westover HS	Re-Roof Freshman Academy	\$ 231,150.00		\$ 231,150.00		
Westover HS	Re-Roof Designer Fee	\$ 19,000.00		\$ 19,000.00		
Westover HS	Drainage Corrections at Breezeway Connector	\$ 20,000.00				\$ 20,000.00
Westover HS	Replace WSHP as needed	\$ 60,000.00				\$ 60,000.00
Westover MS	Replace WSHP as needed	\$ 20,000.00				\$ 20,000.00
Westover MS	Caulking and Backer Rod Install / Paint at New	\$ 10,000.00				\$ 10,000.00
Westover MS	Motorize Bleachers and install safety handrails	\$ 23,000.00				\$ 23,000.00
Operation Center	Office Renovation/Abatement/Furniture	\$ 10,336.00	\$ 10,336.00			
Driver's Ed Bldg	(LIC) Roof Repairs	\$ 94,605.00			\$ 94,605.00	
Child Nutrition Facility	Demolition Existing Walk-in Freezer	\$ 150,000.00	\$ 150,000.00			
Huts	Roof Replacements / Crawlspace Insulation Install	\$ 25,000.00	\$ 25,000.00			
New Huts	71st HS	\$ 96,900.00				
New Huts	GCEs	\$ 76,844.00				\$ 76,844.00



2019 PROPOSED SUMMER PROJECT LIST  
(9022,9017,9037)

SCHOOL	PROJECT DETAILS	Budget Estimate / Actual Costs	9022 (Plant Ops.)	9017 (Roof Repl.)	9017 (Roof LIC)	9037 (Sch. Reno.)
Various Schools	Toilet Partition Replacements	\$ 40,000.00	\$ 40,000.00			
	71 High School					
Various Schools	Inerior and Exterior Painting	\$ 250,000.00				\$ 250,000.00
	Ashley ES Exterior					
All Gym Floors	Annual Refininshing	\$ 58,639.45	\$ 58,639.45			
All Gym Bleachers	Annual Inspections and Repairs	\$ 50,000.00	\$ 50,000.00			
<b>TOTAL PRIORITY ONE</b>		<b>\$ 6,985,968.45</b>	<b>\$ 2,451,475.45</b>	<b>\$ 2,384,534.00</b>	<b>\$ 267,105.00</b>	<b>\$ 1,053,954.00</b>
<b>PRIORITY 2</b>						
Ashley ES	Replace Steam Lines - Entire Building	\$ 250,000.00				\$ 250,000.00
Ashley ES	Complete remainder of window replacements	\$ 50,000.00				\$ 50,000.00
Baldwin ES	<b>ABATEMENT Design Fee</b> - Ceiling tile B and C Wings	\$ 9,200.00				\$ 9,200.00
Baldwin ES	<b>ABATE</b> - Ceiling tile B and C Wings (Approximately	\$ 41,000.00	\$ 41,000.00			
Baldwin ES	<b>REPLACE</b> - Ceiling tile B and C Wings (Approximately	\$ 41,000.00	\$ 41,000.00			
Baldwin ES	<b>Lighting Upgrades</b> - As needed with Clg. Tile Repl. in	\$ 12,000.00	\$ 12,000.00			
Baldwin ES	Re-Roof K-Pod/Media Center Addition	\$ 200,000.00		\$ 200,000.00		
Byrd HS	Culinary Lab Casework Replacement	\$ 35,000.00				\$ 35,000.00
Byrd HS	Upgrade Lighting Upstairs, CA and FAMS Buildings	\$ 55,000.00				
Chapel MS	Replace Gym Bleachers	\$ 65,000.00				
Chesnutt MS	Complete remainder of window replacements	\$ 50,000.00				
Chesnutt MS	Re-Roof (re-cover) 336-E, Classrooms, Media	\$ 203,000.00		\$ 203,000.00		
Cliffdale ES	Re-Roof (re-cover) 338-B, Classrooms, Media	\$ 203,000.00		\$ 203,000.00		
Cumberland Road ES	Replace windows (How many Wings???)	\$ 150,000.00				\$ 150,000.00
Hefner ES	Re-roofing - Recovery Board and Single-Ply	\$ 500,000.00		\$ 500,000.00		
Hefner ES	Re-roofing - Design Fee	\$ 30,389.15		\$ 30,389.15		
Honeycutt ES	Re-Roof Smooth Surface Flats	\$ 600,000.00		\$ 600,000.00		
Mac Williams MS	Exterior Caulking and Lintel Repairs	\$ 120,000.00				\$ 120,000.00
Mac Williams MS	Roof to Wall Drainage Repairs	\$ 230,000.00				\$ 230,000.00
Owen ES	Replace windows in C wings	\$ 300,000.00				\$ 300,000.00
Owen ES	<b>ABATEMENT Design Fee</b> - VCT - A Wing Hallway (Approximately 1200 sq.ft.)	\$ 4,000.00				\$ 4,000.00
Owen ES	<b>ABATEMENT</b> - VCT - A Wing Hallway (Approximately	\$ 3,600.00				\$ 3,600.00
Owen ES	<b>REPLACE</b> - VCT - A Wing Hallway (Approximately	\$ 3,600.00				\$ 3,600.00
Pine Forest HS	Grandstand Drainage Corrections	\$ 60,000.00	\$ 60,000.00			
Ramsey Street HS	Pipe Replacements / Heating Upgrades	\$ 150,000.00	\$ 150,000.00			
Rockfish ES	Pipe Replacements / Heating Upgrades	\$ 150,000.00	\$ 150,000.00			
Rockfish ES	Re-Roof Media/Classroom	\$ 200,000.00		\$ 200,000.00		
Sanford HS	Re-Furbish Tennis Courts	\$ 275,000.00	\$ 275,000.00			
Seventy-First CS	Replace Gym Bleachers	\$ 35,000.00				\$ 35,000.00
Seventy-First HS	Re-Key Entire School	\$ 65,103.86	\$ 65,103.86			
Seventy-First HS	Tree Rem./Re-Curb/Pave AG Shop Parking Lot	\$ 200,000.00				\$ 200,000.00
Seventy-First HS	Replace Main Gym Bleachers	\$ 120,000.00				\$ 120,000.00
Spring Lake MS	Replace Gym Bleachers	\$ 80,000.00				\$ 80,000.00
Westover HS	Grandstand Drainage Corrections	\$ 20,000.00	\$ 20,000.00			
Walker-Spivey ES	Tuckpointing at Admin and Courtyard	\$ 70,000.00				\$ 70,000.00
WT Brown ES	Re-Roof Smooth Surface Flats	\$ 350,000.00		\$ 350,000.00		
Human Resources	Install emergency Generator	\$ 116,500.00	\$ 116,500.00			
Central Admin Bldg.	Re-roofing	\$ 230,000.00	\$ 230,000.00			

2019 PROPOSED SUMMER PROJECT LIST  
(9022,9017,9037)

SCHOOL	PROJECT DETAILS	Budget Estimate / Actual Costs	9022 (Plant Ops.)	9017 (Roof Repl.)	9017 (Roof LIC)	9037 (Sch. Reno.)
Pauline Jones	Floor Abatement and Replacement	\$ 100,000.00	\$ 100,000.00			
Pauline Jones	Roof Replacement	\$ 600,000.00		\$ 600,000.00		
College Lakes ES	Install Fencing Around Dumpster Pad	\$ 5,000.00				\$ 5,000.00
Ferson-Easley ES	Install Fencing Around Dumpster Pad	\$ 5,000.00				\$ 5,000.00
Owen ES	Install Fencing Around Dumpster Pad	\$ 5,000.00				\$ 5,000.00
Westarea ES	Install Fencing Around Dumpster Pad	\$ 5,000.00				\$ 5,000.00
SouthView HS	Re-Roof Tractor Shed - (In-House Project)	\$ 5,000.00				\$ 5,000.00
TOTAL PRIORITY TWO		\$ 6,002,393.01	\$ 1,260,603.86	\$ 2,886,389.15	\$ -	\$ 1,685,400.00

<b>TOTAL ALL</b>	<b>\$ 12,988,361.46</b>	\$ 3,712,079.31	\$ 5,270,923.15	\$ 267,105.00	\$ 2,739,354.00
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## **LIBRARY SYSTEM**

### **MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JODY RISACHER, LIBRARY DIRECTOR**

**DATE: 3/13/2019**

**SUBJECT: CREATION OF NEW LIBRARY TEMPORARY POSITION FOR THE INCLUSIVE INTERNSHIP INITIATIVE AND BUDGET ORDINANCE AMENDMENT #190174**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): JODY RISACHER, LIBRARY DIRECTOR**

### **BACKGROUND**

The library is very proud to announce that it has been selected to participate in a grant through the Public Library Association, a division of the American Library Association. We are one in only 50 systems nationwide to receive this grant. The grant will provide \$3,500 to fund a high school junior, senior, or college freshman as a temporary intern who will work with a designated staff member to develop a connected learning project that will focus on providing access to library services for under-served youth and encourage interest in library services as a future career. The selected candidate would work 19 hours per week from June 24th – September 13th.

### **RECOMMENDATION / PROPOSED ACTION**

Staff requests the Board move this item forward to the April 15th Board of Commissioners' Meeting for approval as a Consent Agenda Item with the following requested action:

Approval of a new temporary position titled PLA/ALA Aide be created to fulfill the requirements of hiring an intern and Budget Ordinance amendment #B190174 to recognize the grant proceeds



## **WORKFORCE DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: NEDRA CLAYBORNE RODRIGUEZ, DIRECTOR OF WORKFORCE DEVELOPMENT**

**DATE: 4/5/2019**

**SUBJECT: REQUEST TO TRANSFER PY16 YOUTH FUNDS AND APPROVE BUDGET ORDINANCE AMENDMENT NO. 190161 TO DECREASE THE BUDGET AND EDSI CONTRACT NO. 2019093**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): NEDRA CLAYBORNE RODRIGUEZ, DIRECTOR OF WORKFORCE DEVELOPMENT**

### **BACKGROUND**

The Department of Commerce and High Country Workforce Development Board asked for financial assistance, in the form of a voluntary transfer of funding, to help the High Country Workforce Development Board get through to the end of the fiscal year. We currently have an excess of PY16 funds that will lapse on June 30, 2019. The Cumberland County Workforce Development Board approved a transfer of \$50,000 of Youth Funds to High Country Workforce Development Board at its March 19, 2019 meeting. The Educational Data System, Inc. (EDSI) service provider contract No. 2019093 will be reduced by \$50,000. Attached is the WIOA Voluntary Transfer Request for this action. This form will need to be signed by Dr. Jeannette Council if this action is approved.

### **RECOMMENDATION / PROPOSED ACTION**

County Management recommends the proposed actions be placed on the April 15th Board of Commissioners agenda as a consent item:

Approve the transfer of \$50,000 to the High Country Workforce Development Board and Budget Ordinance Amendment No. 190161 which will reduce the budget and the EDSI contract No. 2019093 by \$50,000.

**ATTACHMENTS:**

**Description**

Workforce Innovation and Opportunity Act Voluntary Transfer Request  
Educational Data Systems, Inc. Contract No. 2019093 Amendment II

**Type**

Backup Material  
Backup Material

**Workforce Innovation and Opportunity Act Voluntary Transfer Request  
for  
Local Workforce Development Area Releasing Funds**

Name of Local Area Releasing Funds: **Cumberland County LA #62**

Name of Local Area to Receive Funds: **High Country Workforce Development Board**

Program Year: **PY2016**

		Amount
Release:	<input type="checkbox"/> Administration (4010)	\$ _____
	<input type="checkbox"/> WIOA Adult Funds (4020)	\$ _____
	<input type="checkbox"/> WIOA Dislocated Worker Funds (4030)	\$ _____
	<input checked="" type="checkbox"/> WIOA Youth Funds (4040)	<b>\$ 50,000</b>

Comments: On March 19, 2019 the Cumberland County Workforce Development Board approved a \$50,000 transfer of Youth Funds to High Country Workforce Development Board. These funds will lapse June 30, 2019.

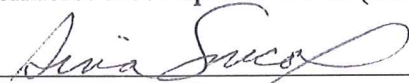
**Local Area Authorization for Releasing Funds:**

**Dina Simcox**

**Dr. Jeannette M. Council**

Workforce Development Board (WDB) Chairman

Chief Elected Official (CEO)

 3-29-19  
WDB Chairman Signature Date

\_\_\_\_\_  
CEO Signature Date

**Nedra Clayborne Rodriguez**

Workforce Development Board Director

 3-29-19  
WDB Director Signature Date

THIS CONTRACT AMENDMENT is entered into by and between County of Cumberland (County), a body politic and political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina (hereinafter referred to as "COUNTY") and Educational Data Systems, Inc. (hereinafter referred to as "EDSI").

WITNESSETH THAT:

WHEREAS, the County issued RFP #18-01-WFD, inviting quotes for the provision of the Adult, Dislocated Workers, and Youth Services Program as authorized under Title I of the Workforce Innovation and Opportunity Act Public Law No: 113-128 (herein after referred to as the "Act" or "WIOA"), WIOA DOL ETA 20 CFR, Part 651, 652, 653, 654, 658, 675, 676, 677, 678, 679, 680, 681, 683, and 686; and DOE Office of Career, Technical and Adult Education, Rehabilitation Services Administration 34 CFR Parts 361 and 463; Jobs for Veterans Act Public Law 107-288 at 38 USC § 4215; and engaged EDSI to render services in connection with these services, and

WHEREAS, in accordance with the terms of the Contract, the County and EDSI agree to amend the contract to include a revised Attachment A – Statement of Work; and

WHEREAS, the County and EDSI agree to decrease the amount to be paid to EDSI by \$50,000.00 for a total contract price of \$4,845,248.00,

NOW THEREFORE, the parties hereto agree as follows:

1. Paragraph 4.a, Compensation and Method of Payment is amended to state: "In the case of activities covered by cost reimbursement provisions, EDSI shall be compensated for the work and services to be performed under this contract by monthly reimbursements based on allowable expenditures actually made, unless otherwise specifically agreed to the contrary. For any activities covered by fixed unit price/performance-based provisions, EDSI shall be compensated based upon the timely delivery of services included in Attachment A, Statement of Work. In no event, however, will the total compensation and reimbursement, if any, to be paid EDSI under this contract exceed the sum of four million eight hundred forty-five thousand two hundred and forty-eight dollars (\$4,845,248.00) in WIOA and National Dislocated Workers Grant funds as described in Attachment C, "Solicitation (Cumberland County WFB RFP No. 18-01-WFD), EDSI's Proposal" and this amendment to contract signed by Kevin Schnieders. Provided further, EDSI acknowledges that the County and the Cumberland County Workforce Development Board are receiving monies to fund WIOA/DWG activities on behalf of the State of North Carolina and the United States Department of Labor and that the County's obligations to pay any funds is conditional upon receipt of such funds. The County may impose restrictions upon the maintenance of excess cash by the contractor consistent with the restrictions placed upon the County by the State and the United States Treasury Department.
  - a. EDSI, using funds available pursuant to this contract, shall be fully responsible for the WIOA Adult, Dislocated Worker, College-to-Careers, Incumbent Worker Training, and Youth Program services and activities as provided for in the Statement of Work attached hereto as Attachment A and hereby incorporated by reference as is fully set forth herein.
2. Entire Contract
  - a. This is the entire agreement between the parties and there are no terms or conditions relative to this matter except those specifically set forth herein; time of completion and performance is of the essence in this contract.

- b. IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its designated officials pursuant to the policies and procedures of their respective governing bodies, as of the day and year first above written.

County of Cumberland

Educational Data Systems, Inc. (EDSI)

\_\_\_\_\_  
Amy Cannon, County Manager

\_\_\_\_\_  
Kevin Schneiders, CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

THIS INSTRUMENT HAS BEEN  
PRE-AUDITED IN THE MANNER  
REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND  
FISCAL CONTROL ACT

APPROVED FOR LEGAL  
SUFFICIENCY

\_\_\_\_\_  
FINANCE DIRECTOR

\_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE





**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY CANNON, COUNTY MANAGER**

**DATE: 4/3/2019**

**SUBJECT: DECLARING SHERIFF'S OFFICE WEAPONS AS SURPLUS, METHOD OF DISPOSAL AND BUDGET ORDINANCE AMENDMENT #B190817**

**Requested by: ENNIS WRIGHT, SHERIFF**

**Presenter(s): AMY CANNON, COUNTY MANAGER**

**BACKGROUND**

The Sheriff's Office has an inventory of seized and or old/ damaged weapons which can no longer be used by their agency. Three bids were requested for the sale of these items; Two bids were received of which Repent Arms was the highest bidder. The proceeds will be used to purchase new weapons for our Special Response Team.

**RECOMMENDATION / PROPOSED ACTION**

County Management recommends the proposed actions be placed on the April 15th Board of Commissioners agenda as a consent item:

1. Declare the seized and old/damaged weapons as surplus to the county.
2. Approve the sell of these weapons to Repent Arms.
3. Approve Budget Ordinance Amendment #B190817 to recognize the sale proceeds to purchase new weapons for the Special Response Team.

**ATTACHMENTS:**

**Description**

Request of Sale of Weapons  
Bid Requests

**Type**

Backup Material  
Backup Material



# Cumberland County SHERIFF'S OFFICE

Ennis W. Wright, Sheriff



**Internationally Accredited Law Enforcement Agency**

TO: Amy Cannon, County Manager

FROM: Ennis Wright, Sheriff *EW*

DATE: April 1, 2019

RE: Weapon Sale

The Sheriff's Office has an inventory of 11 automatic weapons and 6 suppressors that can no longer be used by our agency. In addition, we have 105 confiscated weapons or weapons in evidence that are old, damaged and cannot be used by our agency.

We requested bids for sale of these weapons from Lawmen's Safety Supply, Repent Arms, and Craig's Firearms. Craig's Firearms did not submit a bid. Lawmen's bid \$14,626.00 and Repent Arms quoted \$22,150.00. Copies of bids are attached. Serial numbers for the automatic weapons are also attached.

We request approval to declare the weapons surplus and dispose of the weapons with Repent Arms. We intend to utilize the funding to purchase newer weapons for our Special Response Team Marksmen Observers.

Questions to 910-677-5551.

### **HnK UMP Rifles and Parts List**

#### **HnK UMP .45 cal Rifle (5 Rifles)**

Ser# 163-001608

Ser# 163-001609

Ser# 163-001610

Ser# 163-001611

Ser# 163-001612

#### **HnK UMP .45 cal Suppressors (6 Total)**

Ser# 01-000749

Ser# 01-000750

Ser# 01-000751

Ser# 01-000752

Ser# 01-000753

Ser# 01-000754

**16 HnK 30 round capacity magazines for these rifles**

### **HnK G36 Rifles and Parts List**

#### **HnK G36 E1 Rifles (6 Rifles)**

Ser# 083-001270

Ser# 083-001271

Ser# 083-001272

Ser# 083-001273

Ser# 083-001274

Ser# 083-001275

**18 HnK 30 round capacity magazines for these rifles.**

**REPENT ARMS**  
**816 UNION ST. SOUTH**  
**CONCORD, NC 28025**  
**STORE 704.782.4867**  
**FAX 704.612.4611**  
**Cell 623.694.8320**

**TO : Cumberland County Sheriff's Office**  
**Sargent Chris Taylor**

**My bin on the 105 Evidence weapons your department is selling  
from the list you provided to me is \$10,650. If you have any  
question please let me know.**

**Thank You**  
**Robert Peetz**  
**Repent Arms**



**REPENT ARMS**  
**816 UNION ST. SOUTH**  
**CONCORD, NC 28025**  
**STORE 704.782.4867**  
**FAX 704.612.4611**  
**Cell 623.694.8320**

**TO : Cumberland County Sheriff's Office**  
**Sargent Chris Taylor**

**My bin is \$11,500 for the Class 3 Weapons:**

- 1. Five H&K UPM .45 SMG's with 14 mags & 5 suppressors.**
- 2. Six H&K G36's with 17 Mags**

**If you have any question please let me know.**

**Thank You**  
**Robert Peetz**  
**Repent Arms**



3319 Anvil Place  
Raleigh, NC 27603

800 Clanton Road Suite T  
Charlotte, NC 28217

4961 Broad River Rd. Suite B  
Columbia, SC 29212

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

# CREDIT QUOTE

CQ-20085

1/11/2019



<b>Customer</b>	<b>Contact</b>	<b>Ship To</b>
COUNTY OF CUMBERLAND ATTN: BUDGET OFFICE 131 DICK ST FAYETTEVILLE NC 28301 Tel: (910) 677-5428, (910) 677-5550 Fax: (910) 677-5555		COUNTY OF CUMBERLAND SHERIFF'S OFFICE TRAINING CENTER 4710 CORPORATION DRIVE FAYETTEVILLE NC 28306 Tel: (910) 223-3320

<b>Account</b>	<b>Terms</b>	<b>Due Date</b>	<b>Account Rep</b>	<b>Schedule Date</b>
CUMBER	NET 30 Days	2/10/2019	VALENTINA SAWVEL	1/11/2019
<b>Quotation</b>	<b>PO #</b>	<b>Reference</b>	<b>Ship VIA</b>	<b>Page</b> <b>Printed</b>
CQ-20085	STORE CREDIT	TRADE IN		1 1/11/2019 3:56:19PM

L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	TRADEINRAL 1 LOT OF 105 CONFISCATED WEAPONS = \$8500.00  HNK UMP .45 CAL RIFLE = \$2750  HNK .45 CAL SURPERSORS = \$0  (16) HNK 30 ROUND CAPACITY MAGAZINES = \$160.00  (6) HNK G36 RIFLES AND PARTS = \$3000.00  (18) HNK 30 ROUND CAPACITY MAGAZINES = \$216  **NOTES BELOW ONLY APPLY TO WEAPON TRADE-IN  **ALL TRADE IN VALUES WILL BE DETERMINED AFTER INSPECTION BY LAWMEN'S DISTRIBUTION  **THE SELLER UNDERSTANDS TRADE-IN FIREARMS MUST BE IN WORKING CONDITION AND SHIPPED WITH THE SPECIFIED NUMBER OF MAGAZINE. NON-FUNCTIONING, RUSTED, OR MIS-RESPRESENTED FIREARMS AND THOSE WITH MISSING PARTS WILL BE SUBJECT TO REASSESSMENT OF VALUE.	1	\$14,626.00 EA	\$0.00	\$14,626.00

<input type="checkbox"/> INCORRECT SIZE/PRODUCT <input type="checkbox"/> RETURN FROM T&E <input type="checkbox"/> OTHER <input type="checkbox"/> RETURN TO STOCK <input type="checkbox"/> RTN TO VDR <input type="checkbox"/> CREDIT CUSTOMER FRT <input type="checkbox"/> INVOICE NUMBER <input type="checkbox"/> DATE PURCHASED EXPLAIN _____	<b>Tax Details</b> EXEMPT \$0.000	<b>Taxable</b>  Total Tax \$0.00 Exempt \$14,626.00 Total \$14,626.00  Balance \$14,626.00
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3319 Anvil Place  
Raleigh, NC 27603

800 Clanton Road Suite T  
Charlotte, NC 28217

4961 Broad River Rd. Suite B  
Columbia, SC 29212

# CREDIT QUOTE

CQ-20085

1/11/2019



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

<b>Customer</b>		<b>Contact</b>		<b>Ship To</b>	
COUNTY OF CUMBERLAND ATTN: BUDGET OFFICE 131 DICK ST FAYETTEVILLE NC 28301 Tel: (910) 677-5428, (910) 677-5550 Fax: (910) 677-5555				COUNTY OF CUMBERLAND SHERIFF'S OFFICE TRAINING CENTER 4710 CORPORATION DRIVE FAYETTEVILLE NC 28306 Tel: (910) 223-3320	
<b>Account</b>	<b>Terms</b>	<b>Due Date</b>	<b>Account Rep</b>	<b>Schedule Date</b>	
CUMBER	NET 30 Days	2/10/2019	VALENTINA SAWVEL	1/11/2019	
<b>Quotation</b>	<b>PO #</b>	<b>Reference</b>	<b>Ship VIA</b>	<b>Page</b>	<b>Printed</b>
CQ-20085	STORE CREDIT	TRADE IN		2	1/11/2019 3:56:19PM
<b>L</b>	<b>Item / Model / Brand Description</b>	<b>Qty</b>	<b>Price UM</b>	<b>Discount %</b>	<b>Amount</b>
_____ INCORRECT SIZE/PRODUCT _____ RETURN FROM T&E _____ OTHER _____ RETURN TO STOCK _____ RTN TO VDR _____ CREDIT CUSTOMER FRT _____ INVOICE NUMBER _____ DATE PURCHASED EXPLAIN _____ _____ _____		<b>Tax Details</b> EXEMPT \$0.000		<b>Taxable</b>  <b>Total Tax</b> \$0.00 <b>Exempt</b> \$14,626.00 <b>Total</b> \$14,626.00  <b>Balance</b> \$14,626.00	





## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DELORES TAYLOR, INTERIM DIRECTOR FOR COMMUNITY DEVELOPMENT**

**DATE: 3/26/2019**

**SUBJECT: FUNDING AGREEMENT UNDER THE HOME INVESTMENT PARTHERSHIP PROGRAM WITH KINGDOM COMMUNITY DEVELOPMENT CORPORATION**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): DELORES TAYLOR**

#### **BACKGROUND**

Cumberland County Community Development is required to set aside at least 15 percent of its HOME Investment Partnerships Program (HOME) funds for specific projects to be undertaken by a private nonprofit, community-based organization called a Community Housing Development Organization (CHDO). The CHDO must meet certain requirements such as: maintaining a certain legal status, organizational structure, and capacity and experience. Over the years, Kingdom Community Development Corporation has served as the CHDO for Cumberland County and has been involved in expanding new affordable housing for both homebuyers and renters.

Attached is a copy of the Funding Agreement between Cumberland County and Kingdom Community Development Corporation to construct a townhouse duplex (2 units) on Chapel Hill Road in Spring Lake. HOME funds in the amount up to \$250,000 are available for construction of these units. Once construction is completed, the units will be rented to households with incomes at or below 80% of the area median income.

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

Staff requests to move this item forward to the full Board of Commissioners for approval as a Consent

Agenda item at its regular meeting on **April 15, 2019** with these specific actions being requested:

- 1 . Approval of the Funding Agreement with Kingdom Community Development Corporation and signature by the Chair of the Board of Commissioners.

**ATTACHMENTS:**

Description	Type
Funding Agreement with Kingdom Community Development Corporation	Backup Material

**FUNDING AGREEMENT BETWEEN  
CUMBERLAND COUNTY COMMUNITY DEVELOPMENT  
AND  
KINGDOM COMMUNITY DEVELOPMENT CORPORATION**

**THIS AGREEMENT** entered this 1st day of March, 2019 by and between Cumberland County (herein called the "County") and Kingdom Community Development Corporation, a Community Housing Development Organization (herein called the "CHDO").

**WHEREAS**, the County has received funds from the Department of Housing and Urban Development under the HOME Investment Partnership Program; and,

**WHEREAS**, the County wishes to engage the CHDO to assist the County in utilizing such funds;

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICES**

**A. Activities**

The CHDO will be responsible for administering HOME funds in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Funds granted to the CHDO under the CHDO set-aside must meet the "own, develop, or sponsor" requirement in 24 CFR Part 92.300.

1. Construction – Chapel Hill Road – HOME funds will be utilized for the construction of affordable rental housing consisting of one townhouse complex (2 units) on 320 / 324 Chapel Hill Road in Spring Lake, North Carolina.
2. Development of Other Eligible CHDO Projects. Any funds remaining from the CHDO set-aside, entitlement and match funds that are not used on the development of the project described above may be used by the CHDO to assist in the development of one or more eligible projects as the CHDO and the County may mutually agree in writing in an Addendum to this Agreement. The funds may be used to a) acquire and/or rehabilitate rental housing; b) newly construct rental housing; c) acquire and/or rehabilitate homebuyer properties; or d) newly construct homebuyer properties. It is understood that the CHDO will provide a specific working budget and realistic time table as it relates to acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage, identifying all sources and uses of funds and allocate HOME and non-HOME funds to activities. The CHDO will ensure that all activities conducted under this Agreement will comply with the project requirements in 24 CFR 92, subpart F and the affirmative marketing requirements in accordance with 24 CFR 92.351.

**B. Property Standards**

The CHDO will ensure that all properties acquired, improved, or constructed with HOME funds will meet the property standards identified in 24 CFR Part 92.251, the lead-based paint requirements in 92.355 and 24 CFR Part 35 upon completion of the project. In addition, the CHDO must construct all new homes using HUD's Energy Star Standards to lower utility bills, improve comfort, increase project value and reduce air pollution and improve the environment. The CHDO must also ensure that all projects be reviewed by an independent Energy Star Home Rater for each project completed as part of the certification process.

**C. Performance Monitoring**

The County will monitor the performance of the CHDO in accordance with the goals and performance standards required in the funding agreement. 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 CHDO within thirty (30) days after being notified by the County, contract suspension or termination procedures will be initiated.

II. **TIME OF PERFORMANCE**

All construction shall be completed and any certificate of occupancy issued no later than April 30, 2020. A final accounting for the expenditure of all County funds shall be submitted no later than June 30, 2020. Any funds that were not expended in accordance with the final accounting shall be remitted with the final accounting.

III. **PAYMENT OF EXPENSES**

A. **Project Expenses**

Project expenses shall be paid based on invoices for actual expenses incurred or paid. Requests for payment must be submitted by the CHDO on forms specified by the County, and adequate and proper documentation of eligible costs incurred in compliance with 24 CFR 92.206 and necessary for HUD Integrated Disbursement Information System (IDIS) requirements. All such expenses shall be in conformance to the approved project budget. A budget revision and approval shall be required prior to payment of any expense not conforming to the approved project budget.

IV. **BANKING REQUIREMENTS**

The CHDO must maintain separate non-interest-bearing checking accounts for management of CHDO set-aside funds and project proceeds. The set-aside account should be called the HOME Investment Trust Account. The project proceeds account should be called the HOME Proceeds Account. In no way are these funds to be commingled with other resources/revenue of Kingdom Community Development Corporation.

V. **FUNDING TERMS**

A. **Project Development Costs**

The County will allocate \$250,000 in HOME entitlement funds (and required match) for the development of eligible HOME projects. These funds will be provided as a grant to the CHDO to assist in the development of eligible affordable housing projects, as further described in Paragraph I Scope of Services of this Agreement. The CHDO agrees to ensure that the properties acquired, improved, or constructed with HOME funds will meet the affordability standards as further described in Paragraph VIII.B of this agreement.

**TOTAL CONTRACT AMOUNT: \$250,000**

B. **Future HOME Set-Aside Funds**

Continued funding to the CHDO for HOME eligible projects will be evaluated on an annual basis.

VI. **PROCEEDS**

A. **Sale Proceeds**

1. **Grantee Share:** Thirty percent (30%) of the net sales proceeds from units developed or improved with HOME funds shall be returned to the Grantee. The CHDO shall return thirty percent (30%) of said proceeds to the Grantee within thirty (30) days from the date of closing.
2. **CHDO Share:** The CHDO shall retain seventy percent (70%) of the proceeds from the sale of any property developed or improved by the CHDO with HOME funds. The balance of the sales proceeds retained must be used for HOME eligible activities for low-income families, pursuant to 24 CFR 92.205 (Eligible Activities) and 24 CFR 92.206 (Eligible Project Costs) of the HOME Investment Partnership Program Final Rule. The CHDO further agrees that the proceeds derived from the sale of any property developed or improved by the CHDO with HOME funds shall be expended within 24 months after receipt on HOME eligible activities. All proceeds not expended 24 months after receipt will revert back to the County. All unused proceeds will be returned to the County within 30 days following termination of this agreement.

B. **Rental Proceeds**

The CHDO will retain all proceeds from the rental properties for the purpose of maintenance of the affordable housing units. The CHDO will provide annually an income expense pro forma for each year and in total during the affordability period of the rental project.

**VII. NOTICES**

Communications and details concerning this Agreement will be directed to the following contract representatives:

Delores (Dee) Taylor, Interim Director  
Cumberland County Community Development  
P.O. Box 1829  
Fayetteville, NC 28302  
(910) 323-6112  
(910) 323-6114 FAX

James C. Manning, Executive Director  
Kingdom Community Development Corporation  
127 N. Main Street  
Spring Lake, NC 28390  
(910) 436-2426  
(910) 436-2429 FAX

**VIII. PROJECT REQUIREMENTS**

- A. The CHDO will ensure that all activities undertaken meet the HOME funding requirements as spelled out in 24 CFR Part 92.
- B. The CHDO will take full responsibility for ensuring that housing assisted with HOME funds meets the affordability requirements of 24 CFR Part 92.252 (Qualifications as affordable housing: Rental Housing) and 24 CFR Part 92.254 (Qualifications as affordable housing: Homeownership), as applicable. The period of affordability is based on the amount of HOME funds invested in the property, as indicated below:

<b>Rental Housing Activity</b>	<b>Minimum period of affordability in years</b>
Rehabilitation or acquisition of existing housing per units amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20
<b>Homeownership Assistance Home Amount per unit</b>	<b>Minimum period of affordability in years</b>
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

The CHDO will ensure that the properties continue to meet the affordability period by including a Declaration of Deed Restriction and Written Recapture Agreement in all documents transferring ownership of the property. If the project is owner-occupied, the CHDO shall ensure that any Promissory Notes and Mortgages recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the CHDO will monitor each unit for principal residency in compliance with 24 CFR 92.254(a)(3). If the property acquired/improved with HOME funds fails to meet the affordability period as described above, the County will implement its Recapture Provision, as further described in Exhibit A to this Agreement and incorporated herein by reference. If the property is sold through a lease-purchase agreement, the CHDO will ensure compliance with 24 CFR 92.254(a)(ii)(7).

- C. The CHDO agrees that the properties not sold to an eligible homebuyer within six months of construction completion by receiving a certificate of occupancy will be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such rental units. The CHDO agrees to enforce the period of affordability in accordance with 24 CFR 92.252.

The County shall provide the CHDO with the initial rents to be charged. Any increase in initial rents and any subsequent increases during the time of term of the affordability period must be approved in writing by the County prior to implementation. The County reserves the right to reduce the contract rents in the event that the HOME Program Rent Limits are lowered during the term of affordability period. Gross rents must at all time remain below the maximum HOME Program Rent Limits established annually by HUD, as required pursuant to 24 CFR 92.252. If the CHDO does not meet the conversion and affordability requirements as stated, the CHDO shall be required to repay HOME funds.

- D. The CHDO certifies that the activities carried out with CDBG funds, if applicable, shall meet the CDBG Program's National Objective of providing principal benefit to low/moderate income persons, as defined in 24 CFR 570.208(a)(2)(C). As a part of meeting this National Objective, the CHDO shall ensure that it verifies the income of each of its clients in a manner consistent with the Section 8 definition of income, as defined in 24 CFR 570.3.
- E. The CHDO will conduct annual on-site maintenance inspections of any rental housing acquired with CHDO funds to determine compliance with the Section 8 Housing Quality Standards (HQS) and the HOME Program requirements. These inspections will be conducted for each unit until expiration of the period of affordability for the HOME assisted unit. Community Development Housing Services staff will perform inspections until such time as CHDO staff has been properly trained by Community Development staff in conducting Section 8 HQS inspections. Following training, inspections shall be the responsibility of the CHDO but will only be relinquished to the CHDO when the Community Development Director has reasonably determined that CHDO staff has been adequately trained.
- F. The CHDO will be responsible for complying with the provisions of this Agreement even when the CHDO designates a third party or parties to undertake all or any part of the program. All third parties must be bound in writing to the same provisions as required by this Agreement.
- G. The CHDO will comply with all lawful requirements of the County necessary to insure that the program is carried out in accordance with the CHDO's certifications including certifications of assumption of labor standards responsibilities outlined in 24 CFR Part 92.
- H. The employees, agents, or officials of the CHDO, including members of the governing body, who exercise any function or responsibility with respect to the program, or their immediate family members, during the tenure of the subject person or for one year thereafter, will have no direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this Agreement. The same prohibition will be incorporated in all such contracts and subcontracts.
- I. The assistance provided under this Agreement will not be used by the CHDO to pay a third party to lobby the County for funding approval, approval of applications for additional assistance, or any other approval or concurrence of the County required under this Agreement. However, HOME funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitations, if these services are eligible as program costs. No fees for these services will be paid until invoices are submitted by the CHDO and reviewed for approval by the Community Development Director.
- J. The CHDO will reimburse the County for any amount of HOME funds determined by the County to have been improperly expended.
- K. The CHDO will notify the County in writing of any changes in its 501(c)(3) tax exempt status throughout the specified period of affordability, or any other change to the nonprofit which alters the organization such that it no longer meets the definition of a CHDO as provided under 24 CFR Part 92. Any change in effective control of the ownership or management of the CHDO shall require prior written approval of the County. The CHDO will not be relieved of any of the requirements, duties or obligation of this Agreement unless the County consents in writing.
- L. The CHDO agrees to repay, remit or return to the County any amount of remaining HOME funds provided under this Agreement, if the County determines that the CHDO does not have the capacity to carry out its HOME program on schedule or in a timely matter. The CHDO will have thirty (30) days to cure identified deficiencies or to submit a plan of corrective action acceptable to Community Development. Upon failure of the CHDO to comply, the County will provide a written determination of capacity to the CHDO ten (10) days prior to any request to remit, return or repay the HOME funds.
- M. The CHDO must meet the per unit subsidy limits as required by 24 CFR 92.250.
- N. The CHDO will comply with the conditions of 24 CFR 92.257 regarding primary religious organizations.

## **IX. GENERAL CONDITIONS**

### **A. General Compliance**

The CHDO agrees to comply with the requirements of 24 CFR Part 92 [the HOME Investment Partnership Program (HOME)] as well as 24 CFR Part 570 [Community Development Block Grant CDBG) Program, if applicable. The CHDO also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The CHDO further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. 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. The CHDO will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. As an independent contractor, the CHDO 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 the CHDO's employees, and the County will have, and assumes, no responsibility or liability therefore.

### **C. Hold Harmless**

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

### **D. Workers' Compensation**

The CHDO will provide Workers' Compensation Insurance for all of its employees involved in the performance of this contract.

### **E. Insurance & Bonding**

The CHDO 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. The CHDO will comply with the bonding and insurance requirements of OMB Circular A-110.

### **F. Debarred / Suspended**

The CHDO 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.

### **G. County Recognition**

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

### **H. Amendments**

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

### **I. Suspension or Termination**

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph 1A above may only be undertaken with the prior approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the CHDO under this Agreement will,

at the option of the County, become the property of the County, and the CHDO 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 the CHDO 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 the CHDO ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the CHDO is in noncompliance with any applicable rules or regulations, the County may withhold up to fifteen percent (15%) of said contract funds until such time as the CHDO is found to be in compliance by the County, or is otherwise adjudicated to be in compliance.

**J. Agency and Authority**

The COUNTY hereby designates the Director of Cumberland County Community Development as its exclusive agent with respect to this Agreement. The Director is authorized, on behalf of the COUNTY, to negotiate directly with the CHDO on all matters pertaining to this Agreement. The CHDO agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement will be exclusively with the same Director. Further, the CHDO specifically agrees that it will not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the paragraph entitled MODIFICATION.

**X. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

**1. Accounting Standards**

The CHDO agrees to comply with 24 CFR 84.21 "Standards for Financial Management Systems" and 24 CFR Part 84, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**2. Cost Principles**

The CHDO will administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

**1. Records to be Maintained**

The CHDO will maintain all records required by the Federal regulations specified in 24 CFR 92.508 and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records will include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken are eligible under the HOME and CDBG programs;
- c. Records documenting long-term affordability;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME and CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HOME & CDBG program; and
- f. Financial records as required by 24 CFR Part 92 and 24 CFR Part 570, and 24 CFR Part 84.

**2. Retention**

The CHDO will retain all records pertinent to expenditures incurred under this contract for a period of five (5) 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 five (5) years after the CHDO has received final payment. Notwithstanding the above, if there is/are litigation, claims, audits, negotiations or other activities that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.



**3. Property Records**

The CHDO will maintain a real property inventory that identifies properties purchased, improved or sold. Properties retained will continue to meet eligibility criteria and will conform to the affordability restrictions as specified in 24 CFR Part 92.252 or 92.254, as applicable.

**4. Close Outs**

The CHDO's obligation to the County will not end until all closeout requirements through the Integrated Disbursement and Information System (IDIS) are completed. Activities during this close-out period will include, but are not limited to, making final payments, tracking un-spent cash advances, proceeds balances, accounts receivable, and determining the custodianship of records.

**5. Audits & Inspections**

All CHDO records, including bank account documentation, with respect to any matters covered by this Agreement will be made available to the County, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted on audit reports must be fully cleared by the CHDO within 30 days after receipt by the CHDO. Failure of the CHDO to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The CHDO hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning sub-recipient audits and, as applicable, OMB Circular A-133.

**C. Reporting and Payment Procedures**

**1. Payment Procedures**

The County will pay the CHDO funds available under this contract based upon information submitted by the CHDO and consistent with the activities described in Paragraph I Scope of Services of this Agreement and the following standards:

- a. **Payment of Expenses:** The CHDO will be responsible for the collection of all necessary source documentation to substantiate all expenditures prior to submission to the County for payment. The CHDO's Executive Director will submit all requests for payment with a cover memorandum consistent with the County's policy and the following source documentation:
- b. **Payroll Expenses:** All requests for payment of eligible payroll expenses will include a copy of a timesheet (in the format specified by the County) signed and dated by both the employee and the employee's supervisor. To accompany the timesheet, the CHDO will submit a work progress report to correspond to the hours submitted for payment. The work progress report will include, at a minimum, a synopsis of the dates and times worked, the number of clients assisted, the specific services that were provided to the clients, and/or the services that were performed for the program.
- c. **Other Expenses:** All requests for payment of eligible expenses will include a copy of the invoice or receipt for the expenditure as well as the date and check number documenting payment of the expense by the CHDO (or a copy of the check will suffice). The invoice / receipt should indicate the date the expense was incurred, the name of the CHDO (if applicable), and the amount of the expense.
- d. **Documentation of Expenditure of Proceeds:** To document the expenditure of CHDO proceeds committed to the eligible HOME projects of this Agreement, the CHDO will submit copies of all invoices for eligible expenses paid from the CHDO proceeds. These copies will be submitted to the County within 30 days after payment of the expense. A cover memorandum should accompany the documentation indicating the name of the project that the expense was made for in accordance with this agreement.
- e. **Frequency:** The CHDO will submit requests for payment of eligible expenditures incurred on behalf of the program to the Grantee at least on a monthly basis. The County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the CHDO.

2. **Progress Reports**

- a. Monthly Report(s) - The CHDO will submit to the County on a monthly basis a Program Income Report. This report will include the program income, if applicable, (rents, fees, etc.) collected for the month, the expenses that were paid from that income; and the balance on hand. The report should also have attached copies of bills paid for eligible expenses as supporting documentation.
- b. Quarterly Reports - The CHDO will submit the following reports to the County on a quarterly basis:
  - (i) Project Inventory Report – This report will include the activities conducted to date to locate a project site, the number of units acquired/constructed, location of units acquired; the cost per unit, rehabilitation/construction costs, and the schedule for when the rehabilitation/construction will be completed and the unit leased/sold.
  - (ii) HOME Rental Project Activity Report for any project involving the acquisition or rehabilitation of rental housing;
  - (iii) Project Proceeds Report –This report details the amount of proceeds collected during the period, the amount currently on hand, and the amount expended on eligible home activities. This report should also include details on the nature of the expense and including copies of bills and/or invoices to document the expense.
  - (iv) Bank Statements showing all activity for the Project Proceeds bank account during the report period.
  - (v) Budget Activity Report.

All quarterly reports are due to the County by October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup> and July 15<sup>th</sup>. All monthly reports will be due to the County by the 15<sup>th</sup> of the month (i.e. July's report will be due August 15<sup>th</sup>).

3. **Project Set Up and Completion**

The CHDO will provide information to the County on the proposed activities of projects for set-up in IDIS, ten (10) days prior to CHDO obligation of any funds. The CHDO will provide project completion records to the County no later than fifteen (15) days after the final expenditure on the project has been made. The County will provide all required forms to the CHDO. The CHDO will spend its total allocation of HOME funds on eligible housing activities by the end of the fifth year or less after its project has been entered into IDIS or it must remit the remaining funds to the United States Treasury.

D. **Procurement**

1. **Compliance**

The CHDO will comply with current County policy 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, including but not limited to, unexpended proceeds, will revert to the County upon termination of this contract. If this Agreement is terminated during the first twelve (12) months, all personal property acquired with HOME funds will revert to the County.

2. **OMB Standards**

The CHDO will procure all materials, property, or services in accordance with the requirements of 24 CFR Part 84, Procurement Standards, and will subsequently follow Subpart C, Sections .30-.37, Property Standards, as modified by 24 CFR 570.502(b)(3)(vi), covering utilization and disposal of property.

E. **Other Program Requirements**

The CHDO agrees to comply with the following requirements of 24 CFR Part 92, Subpart H:

1. The federal requirements regarding nondiscrimination established in 24 CFR 92.350;
2. If the project contains five (5) or more HOME assisted units, the CHDO agrees to comply with the Affirmative Marketing responsibilities as enumerated by the County in accordance with 24 CFR 92.351;
3. Any displacement, relocation, and acquisition requirements imposed by the County consistent with 24 CFR 92.353;
4. The employment and contracting requirements in 24 CFR 92.354;

5. The conflict of interest provisions prescribed in 24 CFR 92.356(f); and
6. The consultant activities provision prescribed in 24 CFR 92.358.

**XI. MISCELLANEOUS**

**A. Merger Clause**

This Agreement, including the exhibits 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.

**B. 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, the Grantee, at its option, has the right to terminate this Agreement effective upon the end of the fiscal year. The County will give the CHDO written notice of termination under the provisions of this paragraph immediately upon receipt of actual notice by the Grantee of a reduction or termination of appropriations of money for the scheduled program, or any other necessity to reduce or terminate the program.

**C. 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.

**D. 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. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

COUNTY OF CUMBERLAND, NC

ATTEST:

By: \_\_\_\_\_  
Clerk to the Board of  
County Commissioners

By: \_\_\_\_\_  
JEANETTE COUNCIL, Chair      Date

[OFFICIAL SEAL]

ATTEST:

KINGDOM COMMUNITY  
DEVELOPMENT CORPORATION

By: Mary H. King  
Secretary

By: Billy R. King 3/14/17  
BILLY R. KING, Chairman      Date

[SEAL]

PRE-AUDIT CERTIFICATE:

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

APPROVED FOR LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
County Finance Director      Date

By: \_\_\_\_\_  
County Attorney's Office      Date  
Agreement Expires:  
(X) Renewable  
( ) Non-Renewable

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

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

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

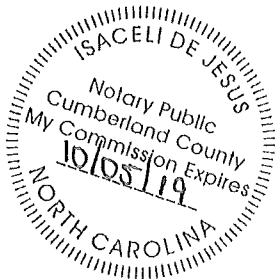
STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, Isaceli De Jesus, a Notary Public of the County and State aforesaid, certify that Mary H. King, personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of KINGDOM COMMUNITY DEVELOPMENT CORPORATION, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and Notarial Seal, this 14 day of March, 2019.

Isaceli De Jesus  
Notary Public Isaceli De Jesus

My Commission Expires: 10/05/19



## EXHIBIT A

### CUMBERLAND COUNTY COMMUNITY DEVELOPMENT RECAPTURE PROVISION

Recapture provision allows a homebuyer to sell their property to any willing buyer, the sale of the property during the affordability period triggers repayment of any direct HOME subsidy received by the original homebuyer when he/she purchased the home.

In accordance with the applicable homeownership recapture provisions outlined in 24 CFR Part 92.254(a)(5)(ii), Cumberland County shall enforce recapture provisions where HOME funds are provided as a direct subsidy to the homebuyer as down payment and/or purchase price assistance. The County requires the recapture of the entire amount of its HOME-funded homeownership housing assistance from net sales proceeds when the original homebuyer sells the property during the affordability period. Net proceeds are the funds remaining from the sale of the property by the original homebuyer less the repayment of the outstanding balance on any superior mortgage and any closing costs. To the extent that the net proceeds are available at closing, the principal balance of the HOME funds is due and payable. Under no circumstances will the County recapture more than is available from the net proceeds of the sale. In the event that net proceeds exceed the amount necessary to repay the County HOME funds, excess proceeds may be paid to the original homebuyer once HOME funds have been repaid to the County.

The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA-insured mortgage to HUD. The County may use purchase options, rights of refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. In these instances, additional HOME funds may be invested to acquire and/or rehabilitate the unit to ensure that its affordability is preserved. If during the original affordability period, the homebuyer obtains a redemptive ownership interest in the property the affordability restrictions will be revived according to the original terms.

The recapture provision will be enforced through a deed of trust, promissory note, deed restriction or land covenant, written recapture agreement, and/or other similar mechanisms.

## EXHIBIT B

### SUPPLEMENTAL GENERAL CONDITIONS

- 01 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 governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to 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.
- 02 LEGAL REMEDIES PROVISION: Pursuant to 24 CFR 85.43 contracts shall contain provisions or conditions which allow for administrative, contractual, or legal remedies in instances where subgrantees 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.
- 03 TERMINATION PROVISION: Pursuant to 24 CFR 85.44 contracts 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 subgrantee.
- 04 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.
- 05 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.
- 06 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.
- 07 EXECUTIVE ORDER 11246 CLAUSE: During the performance of this contract, the subgrantee agrees as follows:
- 1) The subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The subgrantee 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 subgrantee 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 subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) The subgrantee 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 subgrantee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The subgrantee will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The subgrantee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders 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 subgrantee'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 subgrantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The subgrantee 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 subgrantee 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 subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

08

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 subgrantee 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 subgrantee 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 subgrantees 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.

09 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 subgrantee 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 he 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.

10 DAVIS-BACON ACT PROVISION: The subgrantee 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 Subgrantee 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 subgrantee 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 **NC190010 (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 subgrantee of its obligation, if any, to required payment of the higher wage. The subgrantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph."

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

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The Subgrantee, 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 subgrantee 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.

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

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

- 13 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 subgrantee 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 subgrantee 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 subgrantee 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, indicating 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 subgrantee 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 subgrantee 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.

- 14 LEAD-BASED PAINT CLAUSE: The subgrantee 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 subgrantee will comply with the lead-based paint regulations.

15 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 the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative 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 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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 16 PROGRAM INCOME: The use of program income by subgrantee shall comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, subgrantee 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.
- 17 REVERSION OF ASSETS: Subgrantee 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).
- 18 RECORDS AND REPORTS: Subgrantee shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County.



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 4/2/2019**

**SUBJECT: CONTRACT FOR REPLACEMENT OF DETENTION CENTER BOILERS**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): JEFFERY P. BROWN, PE, E & I DIRECTOR**

#### **BACKGROUND**

The Capital Improvement Plan (CIP) for FY 2019 identified the replacement of a pair of water heaters with boilers and storage tanks within the Detention Center and identified the replacement of the remaining two water heaters with boilers and storage tanks in FY 2020. During the Travelers Insurance inspection, it was noted that there was a leak in one of the boilers programmed for FY 2020. Travelers Insurance reported this to the State of North Carolina, as required, and the County has responded that the deficient boiler will be recommended for early replacement in FY2019.

The Engineering and Infrastructure Director has identified funds available in the Capital Improvement Project fund and Maintenance and Repair fund in the current fiscal year that would allow the additional boilers to be replaced now. This funding is available due to the Detention Center Lobby project coming in under budget as well as the Judge E. Maurice Braswell Cumberland County Courthouse Security Camera Replacement Project being lower than expected. The Engineering & Infrastructure Department reached out to three vendors to request quotes for the replacement of the remaining two water heaters with boilers that were programmed in FY 2020 due to this deficiency. The lowest, responsible and responsive bidder was Haire Plumbing and Mechanical, Inc., in the amount of \$181,000. Haire Plumbing and Mechanical, Inc. was awarded the replacement of the two water heaters for FY 2019 replacement at the December 17, 2018, Board of Commissioners meeting.

Attached you will find a bid tab with the submitted pricing for the replacement of the two additional water heaters with boilers and storage tanks at the Cumberland County Detention Center.

**RECOMMENDATION / PROPOSED ACTION**

The Engineering and Infrastructure Director and County Management recommend the proposed action below be placed on the April 15<sup>th</sup> Board of Commissioners agenda as a consent item:

- Accept the bids and award a contract to the lowest, responsible and responsive bidder Haire Plumbing and Mechanical Company, Inc., in the amount of \$181,000.

**ATTACHMENTS:**

Description

Bid Tab

Type

Backup Material

CUMBERLAND COUNTY  
Cumberland County Detention Center Water Heating Boiler Replacement  
BID OPENING - March 29, 2019 5:00 PM

[illegible]



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 4/2/2019**

**SUBJECT: CHANGE ORDER FOR STORMWATER DETENTION POND B AT  
CROWN COMPLEX AND ASSOCIATED BUDGET ORDINANCE  
AMENDMENT #191285**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): JEFFERY P. BROWN, PE, E & I DIRECTOR**

#### **BACKGROUND**

The Crown Complex Stormwater Detention Pond B construction has been ongoing since September 2018. The project started two weeks prior to Hurricane Florence. Due to abnormal and above average rainfall through this fall/winter, the project has been delayed. The consulting engineer on the project, Moorman, Kizer, Reitzel, Inc., contacted the County regarding performing additional work in December 2018. Through engineering discovery, the core of the dam does not have sufficient suitable material to construct the embankment and additional work is required. The additional work includes the installation of sheet piling for the embankment core. The sheet pile installation will secure the clay core to minimize the potential for undermining of the dam structure.

The Engineering & Infrastructure (E&I) Department immediately contacted NC Emergency Management to request this change order be reviewed for consideration. In January 2019, NC Emergency Management approved the changed order and E&I Staff proceeded to request the documentation for the change order from the contractor ES&J Enterprises, Inc. In order to provide the lowest costs for the County, ESJ Enterprises, Inc., reached out to multiple vendors for pricing of the sheet pile installation. The E&I Department received the official proposed change order on March 20, 2019. The total change order for the needed sheet piling is \$74,625. The total amount of this change order, along with the original contract amount is fully reimbursable by FEMA at 75% and the State of North Carolina at 25%.



## **RECOMMENDATION / PROPOSED ACTION**

The Engineering and Infrastructure Director and County Management recommend that the proposed actions be placed on the April 15<sup>th</sup> Board of Commissioners agenda as a consent item:

1. Accept the change order from ES&J Enterprises, Inc. in the amount of \$74,625.
2. Approve Budget Ordinance Amendment #191285 in the amount of \$74,625 for the repairs to Stormwater Detention Pond B.

## **ATTACHMENTS:**

Description

Change Order

Type

Backup Material

CHANGE ORDER NO. 1

OWNER: Cumberland County  
 PROJECT: Crown Coliseum Pond Repair  
 CONTRACT FOR: Pond B  
 CONTRACTOR: ES&J Enterprises

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is(are) authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown attached)

The installation of Sheet Piling for the embankment core. There is not sufficient suitable material present under the proposed embankment to secure the clay core. The Sheet Piling will be used to tie the clay core down to clay a suitable underlying impermeable layer. This will minimize the potential for undermining of the structure

The time of completion including previous orders is 150 calendar days and shall be (increased) by 10 calendar days by this change order for a revised contract date of completion of TBD. (Detailed analysis supporting the requirements for a change in duration is attached)

**CONTRACT COST SUMMARY**

					TOTALS
1. Original Contract Amount					\$705,040.00
2. Amt. of Previous Orders	ADD	\$	Deduct	\$	
3. Amt. of This Order:	ADD	\$144,375.00	Deduct	\$69,750.00	
4. Total additions lines 2 & 3		\$144,375.00	Minus Total Deducts:	\$69,750.00	\$74,625.00

(Line 4 shall show the net amount to be added or (deducted) from the contract amount.)

5. Revised Contract Total Amount \$779,665.00

6. The Owner certifies that the contingency fund balance after this change is \$  
 Fill in one copy only

I certify that my Bonding Company will be notified forthwith that my contract has been (increased) (decreased) by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

ES&J Enterprises, Inc. By: [Signature] 3-19-2019  
 (Contractor) (Date)

MOORMAN, KIZER & RETZEL, INC. By: [Signature] 3/19/19  
 (Designer) (Date)

By: \_\_\_\_\_ (Date)  
 (Owner)

DISTRIBUTION: 1 original to NCEM 1 original to Designer  
 1 original to Owner 1 original to Contractor  
 1 original to Board or Commission (if any) 1 original to Surety

# REQUEST FOR AUTHORIZATION TO CHANGE

DATE:

REQUEST NO.: 1

PROJECT NAME: Crown Coliseum Pond Repair

OWNER: Cumberland County

CONTRACTOR: ES&J Enterprises

DESIGNER: Moorman, Kizer & Reitzel, Inc.

CONTRACT FOR: Pond B

## DESCRIPTION OF CHANGE:

Installation of Sheet Piling in the embankment core (165 feet in length). To offset the cost of this work, items were identified in the contract that will not be needed and are indicated as deducts.

## REASON FOR CHANGE:

Unsuitable material was encountered under the proposed embankment core and were present 15' to 20' below the structure. The Sheet Piling will be used to tie the clay core in the embankment to an underlying impermeable clay layer. The piling will provide structural support and bridge the liquefied sand layers present between the bottom of the clay core and the deeper impermeable clay strata.

SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials).

Note that the contract work has been on hold pending the subsurface evaluation report prepared by a soil testing firm. Contract work was halted on Dec 4th, 2018, with 83 days of the original 150 being used. The contractor could not proceed further until the appropriate plan for the embankment core was approved. Contract time will start back up as soon as scheduling of the pile driving equipment is confirmed and mobilized to the site.

## DESIGNER SUMMARY:

1. Schedule items affected by this change: See attached schedule item deductions

2. Can Contractor mitigate the change without requiring a contract time extension? No

3. Will the change require a contract time extension for other contractors? No Which?

4. Are additional costs indicated by reason of the time extension? No If so they must be included in 5 & 6 Below.

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change:	\$74,625.00	\$74,625.00
6. Estimated time extension field cost (if any)	N/A	N/A

## DESIGNER RECOMMENDATION AND CERTIFICATION:

I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the owner.

Approved by:

  
PROJECT ENGINEER

Date:

2/18/19

Title:



DESCRIPTION OF WORK	ESTIMATED QUANTITIES			PREVIOUS WORK		WORK THIS PERIOD		WORK COMPLETE TO DATE	
	Quantity	Unit Price	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
Mobilization / Demobilization	1.00	\$60,000.00	\$60,000.00		\$0.00		\$0.00	0.00	\$0.00
Traffic Control / Pedestrian Plans	1.00	\$15,000.00	\$15,000.00		\$0.00		\$0.00	0.00	\$0.00
Clearing & Grubbing	1.90	\$7,500.00	\$14,250.00		\$0.00		\$0.00	0.00	\$0.00
Light Clearing & Grubbing	1.10	\$6,000.00	\$6,600.00		\$0.00		\$0.00	0.00	\$0.00
Strip/Stockpile/Respread Topsoil	1,200.00	\$12.00	\$14,400.00		\$0.00		\$0.00	0.00	\$0.00
Import Topsoil	750.00	\$33.50	\$25,125.00		\$0.00		\$0.00	0.00	\$0.00
Common Excavation	7,000.00	\$4.00	\$28,000.00		\$0.00		\$0.00	0.00	\$0.00
Undercut Excavation Allowance	1,000.00	\$15.00	\$15,000.00		\$0.00		\$0.00	0.00	\$0.00
Dispose of Excess Off Site	2,500.00	\$10.50	\$26,250.00		\$0.00		\$0.00	0.00	\$0.00
Unclassified Excavation	2,500.00	\$10.00	\$25,000.00		\$0.00		\$0.00	0.00	\$0.00
Select Borrow Excavation	7,300.00	\$15.00	\$109,500.00		\$0.00		\$0.00	0.00	\$0.00
Silt Fence	1,000.00	\$4.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00
Construction Entrance	1.00	\$8,000.00	\$8,000.00		\$0.00		\$0.00	0.00	\$0.00
Rock Dam	150.00	\$65.00	\$9,750.00		\$0.00		\$0.00	0.00	\$0.00
Class 2 Rip Rap	225.00	\$75.00	\$16,875.00		\$0.00		\$0.00	0.00	\$0.00
Class B Rip Rap	350.00	\$65.00	\$22,750.00		\$0.00		\$0.00	0.00	\$0.00
Class B Rip Rap Swale	300.00	\$65.00	\$19,500.00		\$0.00		\$0.00	0.00	\$0.00
Geotextile For Rip Rap	900.00	\$2.00	\$1,800.00		\$0.00		\$0.00	0.00	\$0.00
Remove 30" Headwall	1.00	\$1,000.00	\$1,000.00		\$0.00		\$0.00	0.00	\$0.00
Remove 48" Headwall	1.00	\$1,500.00	\$1,500.00		\$0.00		\$0.00	0.00	\$0.00
Remove CMP Riser	1.00	\$2,500.00	\$2,500.00		\$0.00		\$0.00	0.00	\$0.00
Permanent Seeding	2.50	\$3,000.00	\$7,500.00		\$0.00		\$0.00	0.00	\$0.00
Curled Wood Matting	6,400.00	\$2.55	\$16,320.00		\$0.00		\$0.00	0.00	\$0.00
18" O-Ring RCP 0'-6'	92.00	\$60.00	\$5,520.00		\$0.00		\$0.00	0.00	\$0.00
24" O-Ring RCP 0'-6'	135.00	\$70.00	\$9,450.00		\$0.00		\$0.00	0.00	\$0.00
30" O-Ring RCP 0'-6'	37.00	\$100.00	\$3,700.00		\$0.00		\$0.00	0.00	\$0.00
48" O-Ring RCP 0'-6'	28.00	\$300.00	\$8,400.00		\$0.00		\$0.00	0.00	\$0.00
18" Headwall	1.00	\$1,700.00	\$1,700.00		\$0.00		\$0.00	0.00	\$0.00
24" Headwall	1.00	\$1,800.00	\$1,800.00		\$0.00		\$0.00	0.00	\$0.00
30" Headwall	1.00	\$2,500.00	\$2,500.00		\$0.00		\$0.00	0.00	\$0.00
48" Headwall	1.00	\$3,750.00	\$3,750.00		\$0.00		\$0.00	0.00	\$0.00
Junction Box 8'-10'	1.00	\$3,325.00	\$3,325.00		\$0.00		\$0.00	0.00	\$0.00

DESCRIPTION OF WORK	ESTIMATED QUANTITIES			PREVIOUS WORK		WORK THIS PERIOD		WORK COMPLETE TO DATE	
	Quantity	Unit Price	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
Oversize Junction Box 12'-14'	2.00	\$5,400.00	\$10,800.00		\$0.00		\$0.00	0.00	\$0.00
Open Throat Catch Basin 0'-6'	1.00	\$2,525.00	\$2,525.00		\$0.00		\$0.00	0.00	\$0.00
60"x14' RCP Riser	1.00	\$25,000.00	\$25,000.00		\$0.00		\$0.00	0.00	\$0.00
8" Skimmer	2.00	\$6,750.00	\$13,500.00		\$0.00		\$0.00	0.00	\$0.00
Anti Seep Collar	3.00	\$1,000.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00
Select Backfill Dam Core	4,750.00	\$16.00	\$76,000.00		\$0.00		\$0.00	0.00	\$0.00
Mirafi 600X Geotextile	2,200.00	\$3.75	\$8,250.00		\$0.00		\$0.00	0.00	\$0.00
No. 57 Stone	400.00	\$40.00	\$16,000.00		\$0.00		\$0.00	0.00	\$0.00
6" ABC For Access Road	400.00	\$10.50	\$4,200.00		\$0.00		\$0.00	0.00	\$0.00
Warning Signs	9.00	\$500.00	\$4,500.00		\$0.00		\$0.00	0.00	\$0.00
Class B Emergency Spillway	500.00	\$65.00	\$32,500.00		\$0.00		\$0.00	0.00	\$0.00
Existing Swale	300.00	\$60.00	\$18,000.00		\$0.00		\$0.00	0.00	\$0.00
Original Project Total			\$705,040.00		\$0.00		\$0.00		\$0.00
Change Orders									
CO#1 Sheet Piling	4,125.00	\$35.00	\$144,375.00		\$0.00		\$0.00	0.00	\$0.00
CO#1 DEDUCT Undercut Exc.	-1,000.00	\$15.00	-\$15,000.00		\$0.00		\$0.00	0.00	\$0.00
CO#1 DEDUCT Borrow Exc.	-3,650.00	\$15.00	-\$54,750.00		\$0.00		\$0.00	0.00	\$0.00
Revised Project Total w/ Change Orders			\$779,665.00		\$0.00		\$0.00		\$0.00





**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DUANE HOLDER, ASSISTANT COUNTY MANAGER**

**DATE: 4/2/2019**

**SUBJECT: RESOLUTION IN SUPPORT OF FUNDING TO MEET THE MENTAL HEALTH, INTELLECTUAL/DEVELOPMENTAL DISABILITIES, AND SUBSTANCE USE DISORDER SERVICE NEEDS OF THE CITIZENS OF CUMBERLAND COUNTY**

**Requested by: MR. ROB ROBINSON, CEO, ALLIANCE HEALTH**

**Presenter(s): DUANE HOLDER, ASSISTANT COUNTY MANAGER**

**BACKGROUND**

In order to address the critical needs for some of the most vulnerable residents of Cumberland County, Alliance Health (formerly known as Alliance Behavioral Health) utilizes Single-Stream Funding. Single-Stream funds are State-appropriated funds that are separate from Medicaid funding and used to fund services for uninsured and underinsured citizens. In spite of repeated efforts to prevent reductions, Single-Stream Funding has been reduced for four consecutive years. Reducing State funds in this manner contradicts the State's original intent in creating the public behavioral health managed care system in North Carolina - for LME/MCO's to use savings derived from effective management of the system to build infrastructure to address unmet community needs.

Per State mandate, Alliance has continued serving uninsured and underinsured Cumberland County residents using portions of its savings intended to be utilized for implementing a comprehensive reinvestment plan. While it is Alliance's intent to carry out its reinvestment plan to enhance services in Cumberland County and its other three counties, continued Single-Stream reductions will force Alliance to not only eliminate community reinvestment, but to reduce long-standing services.

Given the severity of the situation, Alliance is requesting the Cumberland County Board of Commissioners

adopt a resolution urging the NC General Assembly to restore Single-Stream Funding. The Board adopted a similar resolution in 2017 and has continued to include the topic as a legislative priority.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends forwarding this item to the full Board of Commissioners for approval as a Consent Agenda Item at the April 15, 2019 Regular Meeting with the following action:

Approval of a Resolution in Support of Funding to Meet the Mental Health, Intellectual/Developmental Disabilities, and Substance Use Disorder Service Needs of the Citizens of Cumberland County.

**ATTACHMENTS:**

Description	Type
Cumberland County Resolution	Backup Material

**Resolution in Support of Funding to Meet the Mental Health, Intellectual/Developmental Disabilities, and Substance Use Disorder Service Needs of the Citizens of Cumberland County**

**WHEREAS**, Cumberland County recognizes that, with appropriate services and supports, individuals and families dealing with mental illness and substance use disorders can achieve recovery and that those with intellectual/developmental disabilities can live productive lives in our communities; and

**WHEREAS**, the amount of resources needed for such services and supports are increasing due to North Carolina's increasing population; and

**WHEREAS**, Cumberland County is a member of Alliance Health (formerly known as Alliance Behavioral Healthcare), a public Local Management Entity/Managed Care Organization (LME/MCO) responsible for providing system management and oversight for approximately 471,000 Medicaid-covered and uninsured North Carolinians across four counties; and

**WHEREAS**, consistent with the expectations of the North Carolina General Assembly and the North Carolina Department of Health and Human Services, Alliance's Board of Directors has developed, and Alliance's intent is to implement, a comprehensive reinvestment plan benefiting the citizens of Cumberland County with service enhancements, including housing initiatives and innovative evidenced-based and crisis services, as part of a focused effort to reduce unnecessary emergency department admissions and to divert people from our criminal justice system; and

**WHEREAS**, while the North Carolina General Assembly passed mental health reform legislation in 2001 with the intent of improving clinical services and deinstitutionalizing, State funding for North Carolina's behavioral healthcare system has been inconsistent and inadequate for more than 17 years since this legislation became law; and

**WHEREAS**, the North Carolina General Assembly has reduced State funding for behavioral health services (known as single-stream funding) by more than \$458 million, including a more than \$67 million reduction in funding to Alliance, over the past four years while requiring the LME/MCOs to continue offering the same level of State-funded services as before such reductions; and

**WHEREAS**, despite these significant single-stream funding reductions, Alliance has continued serving the uninsured and underinsured using the remaining State funds and portions of its savings intended to be used for implementing its reinvestment plan; and

**WHEREAS**, while it is Alliance's intent to implement its comprehensive reinvestment plan enhancing services for the citizens of Cumberland County, State single-stream funding has been reduced for four consecutive years and such continued reductions have forced Alliance to eliminate, or halt work on, items from its reinvestment plan; and

**WHEREAS**, Cumberland County has continued to fund Alliance with County dollars to supplement services to our residents, but we are concerned that additional reductions in behavioral health funding by the State may increase the need for the local allocation and place additional strain on other County services such as Emergency Medical Services (EMS), jails, and other social service resources.

**NOW, THEREFORE BE IT RESOLVED** that we, the Cumberland County Board of Commissioners do hereby request that the North Carolina General Assembly:

- Stop cutting Alliance Health's State single-stream funding so that such funds can be utilized to strengthen access to healthcare services for the mental health, intellectual/developmental disabilities, and substance use disorder needs of uninsured and underinsured Cumberland County citizens; and
- Allow Alliance Health to continue to utilize its savings to reinvest in enhanced, innovative services in our communities rather than mandating that such funds be used to replace previously reduced State funding.



**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

\_\_\_\_\_

\_\_\_\_\_ County Chair

DRAFT



## **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CANDICE H. WHITE, CLERK TO THE BOARD**

**DATE: 4/11/2019**

**SUBJECT: REVISED 2019 AGENDA SESSION REGULAR MEETING DATES**

**Requested by: CANDICE H. WHITE, CLERK TO THE BOARD**

**Presenter(s):**

#### **BACKGROUND**

At the Thursday, March 14 Agenda Session special meeting, the Board of Commissioners proposed changing the regular meeting dates from the first Thursday of every month, except July, at 8:30 a.m. to the second Thursday of every month, except July, at 1:00 p.m.

The revised schedule of meetings for 2019 is attached for consideration with all meetings being held in conference room 564 of the Judge E. Maurice Braswell Cumberland County Courthouse located at 117 Dick Street in Fayetteville, N. C.

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

Consider whether to move this item forward to the consent agenda of the April 15, 2019 Board of Commissioners' meeting with the following proposed action:

Adopt the revised 2019 Agenda Session regular meeting dates as presented.

#### **ATTACHMENTS:**

Description

2019 Agenda Session Revised Meeting Dates

Type

Backup Material



**BOARD OF COMMISSIONERS  
2019 AGENDA SESSIONS  
REVISED REGULAR MEETING DATES  
(May – December 2019)**

**The Cumberland County Board of Commissioners' Agenda Sessions will be held on the second Thursday of every month, except for July, beginning at 1:00 PM in Conference Room 564 of the Judge E. Maurice Braswell Cumberland County Courthouse located at 117 Dick Street in Fayetteville, N.C.**

**May 9, 2019**

**September 12, 2019**

**June 13, 2019**

**October 10, 2019**

**July – NO MEETING**

**November 14, 2019**

**August 8, 2019**

**December 12, 2019**

**The third Thursday of every month, except for July, will be set aside for special meetings beginning at 1:00 PM as needed and will be noticed accordingly.**



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY CANNON, COUNTY MANAGER**

**DATE: 4/5/2019**

**SUBJECT: UPDATE AND DISCUSSION OF A PERFORMING ARTS CENTER**

**Requested by: COMMISSIONER CHARLES EVANS**

**Presenter(s): AMY CANNON, COUNTY MANAGER**

**BACKGROUND**

Commissioner Evans has requested this item be placed on this agenda for an update and further discussion.

**RECOMMENDATION / PROPOSED ACTION**

For discussion only.



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019** **AGENDA SESSION**

**TO:** BOARD OF COUNTY COMMISSIONERS

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

**DATE:** 3/26/2019

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

**Requested by:** AMY CANNON, COUNTY MANAGER

**Presenter(s):** COMMUNITY DEVELOPMENT STAFF

#### **BACKGROUND**

Cumberland County in partnership with NC Emergency Management are 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 is need. This item is provided for information purposes only.



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 4/1/2019**

**SUBJECT: FINANCIAL REPORT**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

**BACKGROUND**

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

**RECOMMENDATION / PROPOSED ACTION**

No action needed - for discussion and information purposes only.

**ATTACHMENTS:**

Description

Monthly Financial Report FY2019 FEB YTD

Type

Backup Material

**County of Cumberland  
General Fund Revenues**

REVENUES	FY17-18 AUDITED	FY18-19 ADOPTED BUDGET	FY18-19 REVISED BUDGET	YTD ACTUAL	PERCENT OF BUDGET TO DATE	*
				AS OF February 28, 2019		
Ad Valorem Taxes						
Current Year	\$ 163,194,457	\$ 163,777,000	\$ 163,777,000	\$ 161,954,313	98.9%	(1)
Prior Years	1,105,826	1,121,000	1,121,000	1,048,958	93.6%	
Motor Vehicles	18,788,786	18,326,000	18,326,000	11,073,132	60.4%	(2)
Penalties and Interest	740,525	500,000	500,000	485,354	97.1%	
Other	955,996	908,000	908,000	708,221	78.0%	
Total Ad Valorem Taxes	184,785,590	184,632,000	184,632,000	175,269,978	94.9%	
Other Taxes						
Sales	41,809,642	42,625,774	42,625,774	17,898,488	42.0%	(3)
Real Estate Transfer	1,096,191	700,000	700,000	835,401	119.3%	
Other	1,040,243	1,060,000	1,060,000	331,670	31.3%	
Total Other Taxes	43,946,076	44,385,774	44,385,774	19,065,559	43.0%	
Unrestricted & Restricted Intergovernmental Revenues	64,499,043	62,049,904	64,538,250	29,033,731	45.0%	(4)
Charges for Services	13,697,342	12,312,681	12,349,716	6,757,384	54.7%	
Other Sources (includes Transfers In)	8,790,385	2,442,205	2,549,030	1,672,671	65.6%	
Proceeds Refunding Bonds	23,005,000	-	-	-	0.0%	(5)
Premium on COPS Sold	4,285,557	-	-	-	0.0%	(5)
County Closing Contribution	254,735	-	-	-	0.0%	(5)
Lease Land CFVMC	3,813,452	3,714,637	3,714,637	3,871,987	104.2%	
Total Other	40,149,130	6,156,842	6,263,667	5,544,658	88.5%	
<b>Total Revenue</b>	<b>\$ 347,077,181</b>	<b>\$ 309,537,201</b>	<b>\$ 312,169,407</b>	<b>\$ 235,671,310</b>	<b>75.5%</b>	
Fund Balance Appropriation		7,447,195	23,083,442	-	0.0%	(6)
<b>Total Funding Sources</b>	<b>\$ 347,077,181</b>	<b>\$ 316,984,396</b>	<b>\$ 335,252,849</b>	<b>\$ 235,671,310</b>	<b>70.3%</b>	

**County of Cumberland**  
**General Fund Expenditures**

DEPARTMENTS	FY17-18	FY18-19	FY18-19	YTD ACTUAL	PERCENT OF	**
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	AS OF February 28, 2019	BUDGET TO DATE	
Governing Body	\$ 574,959	\$ 628,960	\$ 628,960	\$ 457,048	72.7%	
Administration	1,395,666	1,525,894	1,565,394	992,415	63.4%	
Public Affairs/Education	470,475	497,286	523,286	319,203	61.0%	
Human Resources	803,599	924,551	924,551	634,158	68.6%	
Print, Mail, and Design	690,408	788,684	788,684	568,350	72.1%	
Court Facilities	150,183	156,220	156,220	44,295	28.4% (1)	
Facilities Maintenance	1,812,003	1,024,101	1,024,101	549,012	53.6%	
Landscaping & Grounds	591,282	669,140	675,672	447,294	66.2%	
Carpentry	184,325	162,507	162,507	110,569	68.0%	
Facilities Management	1,233,496	1,316,856	1,316,856	845,706	64.2%	
Public Buildings Janitorial	705,450	724,839	797,721	456,626	57.2%	
Central Maintenance	613,017	948,724	963,592	491,812	51.0%	
Information Services	3,425,808	4,336,330	7,087,516	3,393,051	47.9%	
Board of Elections	1,148,659	2,237,329	2,242,171	1,295,932	57.8%	
Finance	1,156,051	1,295,351	1,295,351	812,948	62.8%	
Legal	715,602	804,578	804,578	494,121	61.4%	
Register of Deeds	1,971,119	2,394,577	2,846,373	1,403,660	49.3%	
Tax	5,154,623	5,683,071	5,820,571	3,751,869	64.5%	
Debt Service	21,449,809	-	-	-	0.0% (2)	
General Government Other	2,816,737	3,967,735	4,482,884	2,164,982	48.3%	
Sheriff	46,553,352	52,720,576	52,999,995	34,199,986	64.5%	
Emergency Services	3,018,749	3,674,666	3,976,373	2,355,483	59.2%	
Criminal Justice Pretrial	447,799	564,038	564,038	337,299	59.8%	
Youth Diversion	9,549	63,654	63,654	14,027	22.0% (3)	
Animal Control	2,909,358	3,248,915	3,343,956	2,170,345	64.9%	
Public Safety Other (Medical Examiners, NC Detention Subsidy, etc.)	1,296,751	1,444,268	1,444,268	598,971	41.5% (4)	
Public Health	21,281,667	23,104,110	23,965,086	15,021,088	62.7%	
Mental Health	3,098,258	5,463,227	5,471,227	3,911,427	71.5%	
Social Services	59,392,604	60,359,879	61,040,039	38,717,437	63.4%	
Veteran Services	383,191	408,159	408,159	246,941	60.5%	



**County of Cumberland**  
**General Fund Expenditures**

DEPARTMENTS	FY17-18	FY18-19	FY18-19	YTD ACTUAL AS OF	PERCENT OF	**
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	February 28, 2019	BUDGET TO DATE	
Child Support	4,757,955	5,205,713	5,205,713	3,299,099	63.4%	
Spring Lake Resource Administration	30,978	34,332	34,332	17,991	52.4%	
Library	10,176,826	10,807,325	10,825,863	7,270,812	67.2%	
Stadium Maintenance	92,285	117,296	117,296	64,369	54.9%	
Culture Recreation Other (Some of the Community Funding)	268,069	268,069	268,069	236,535	88.2%	
Planning	2,888,049	3,522,591	3,528,841	2,051,954	58.1%	
Engineering	1,171,023	1,987,178	1,587,178	742,660	46.8%	
Cooperative Extension	550,814	717,173	719,173	415,337	57.8%	
Location Services	304,055	315,177	315,177	101,642	32.2% (5)	
Soil Conservation	142,710	142,570	647,875	154,816	23.9% (6)	
Public Utilities	89,168	87,153	87,153	59,056	67.8%	
Economic Physical Development Other	20,000	20,000	20,000	20,000	100.0%	
Industrial Park	1,117	1,104	11,254	8,633	76.7%	
Economic Incentive	462,345	461,677	461,677	28,749	6.2% (7)	
Water and Sewer	-	250,000	250,000	-	0.0% (8)	
Education	93,830,717	92,457,009	93,143,900	68,914,425	74.0%	
Other Uses:						
Transfers Out	7,611,953	19,451,804	30,645,565	271,234	0.9% (9)	
Refunding of 2009A and 2011B LOBS	27,531,480	-	-	-	0.0% (10)	
<b>TOTAL</b>	<b>\$ 335,384,092</b>	<b>\$ 316,984,396</b>	<b>\$ 335,252,849</b>	<b>\$ 200,463,367</b>	<b>59.8%</b>	

Expenditures by Category	FY17-18	FY18-19	FY18-19	AS OF	PERCENT OF
	UNAUDITED	ADOPTED BUDGET	REVISED BUDGET	February 28, 2019	BUDGET TO DATE
Personnel Expenditures	\$ 123,827,311	\$ 140,421,227	\$ 140,241,824	\$ 90,350,552	64.4%
Operating Expenditures	151,864,357	153,678,512	160,730,510	107,739,862	67.0%
Capital Outlay	2,582,289	2,655,876	2,857,973	1,674,278	58.6%
Debt Service	21,966,702	-	-	-	0.0% (2)
Refunding of 2009A and 2011B LOBS	27,531,480	-	-	-	0.0% (10)
Transfers To Other Funds	7,611,953	20,228,781	31,422,542	698,676	2.2% (9)
<b>TOTAL</b>	<b>\$ 335,384,092</b>	<b>\$ 316,984,396</b>	<b>\$ 335,252,849</b>	<b>\$ 200,463,367</b>	<b>59.8%</b>

# COUNTY OF CUMBERLAND

Fiscal Year 2019 - February Year-to-Date Actuals (Report Run Date: March 20, 2019)

## Additional Detail

### General Fund Revenues

\*

(1)	<b>Current Year Ad Valorem</b> 98.9% - the bulk of revenues are typically recorded between November - January.
(2)	<b>Motor Vehicles</b> 60.4% - YTD Actual reflects 7 months of collections.
(3)	<b>Sales Tax</b> 42.0% - YTD Actual reflects 5 months of collections.
(4)	<b>Unrestricted/Restricted Intergovernmental</b> 42.0% - A large portion of this revenue is expenditure based. Funds are spent/then we are paid. This leads to a one-two month lag in receiving the funds.
(5)	<b>Proceeds on Refunding/Premium/Closing</b> NA - The County has not completed a refunding this fiscal year.
(6)	<b>Fund Balance Appropriation</b> 0% - Direct entries are not made to fund balance.

### General Fund Expenditures

\*\*

(1)	<b>Court Facilities</b> 28.4% - Expenses are low due to repairs and maintenance expenses not being expended thus far.
(2)	<b>Debt Service</b> NA - This category has been moved out of the general fund and into the capital investment fund.
(3)	<b>Youth Diversion</b> 22.0% - Vacant position within the department. An allocation is done for the administrative assistant that is helping with the program.
(4)	<b>Public Safety Other</b> 41.5% - Invoice receipt is lagging by 1.5 months. However, funds are encumbered for these services through year-end.
(5)	<b>Location Services</b> 32.2% - Vacant position within the department.
(6)	<b>Soil Conservation</b> 23.9% - The Stream Debris Removal grant has not been expended because of the difficulty in clearing streams due to extreme/unusually high waters.
(7)	<b>Economic Incentive</b> 6.2% - Economic incentives are budgeted at 100% of agreements but are not paid unless/until the company complies.
(8)	<b>Water and Sewer</b> 0% - Use of the budgeted funds has not yet been required.
(9)	<b>Transfers Out</b> 0.9% - Transfers are generally prepared toward the end of the fiscal year.
(10)	<b>Refunding</b> NA - The County has not completed a refunding this fiscal year.



**ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP**

**MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JULIE A. CRAWFORD, BENEFITS COORDINATOR**

**DATE: 4/1/2019**

**SUBJECT: HEALTH INSURANCE UPDATES**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s):**

**BACKGROUND**

Total health insurance claims for FY19 are up 85% for the month of February as compared to the same month in FY18. To provide some perspective on the claims, below is the 8-month average for the past 5 fiscal years. This average represents the average claims for July - February of each fiscal year. Additionally, graphs are provided as an aid to the analysis.

Year to date claims thru February	\$14,615,410
Less year to date stop loss credits	<u>(2,070,849)</u>
Net year to date claims thru February	\$12,544,561

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

FY15 \$1,516,363  
FY16 \$1,733,825  
FY17 \$1,387,303  
FY18 \$1,467,496  
FY19 \$1,826,926

**RECOMMENDATION / PROPOSED ACTION**

For information only – no action needed.

**ATTACHMENTS:**

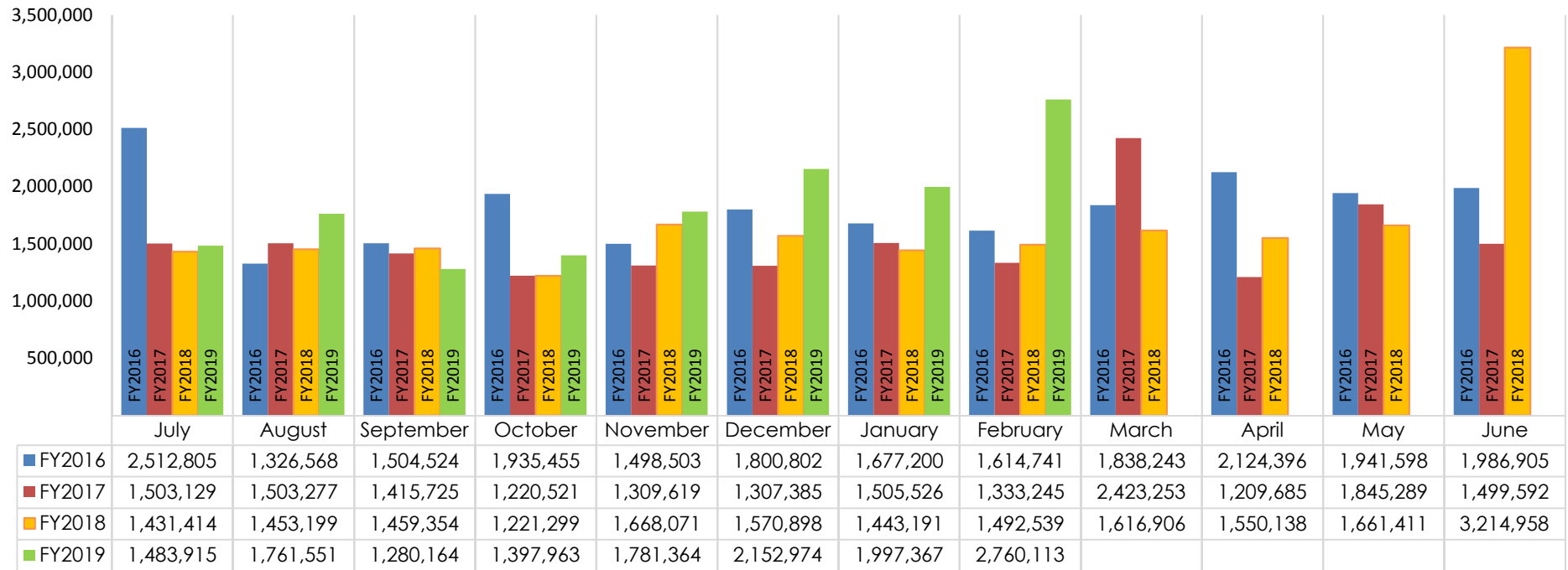
Description

Health Insurance Graphs

Type

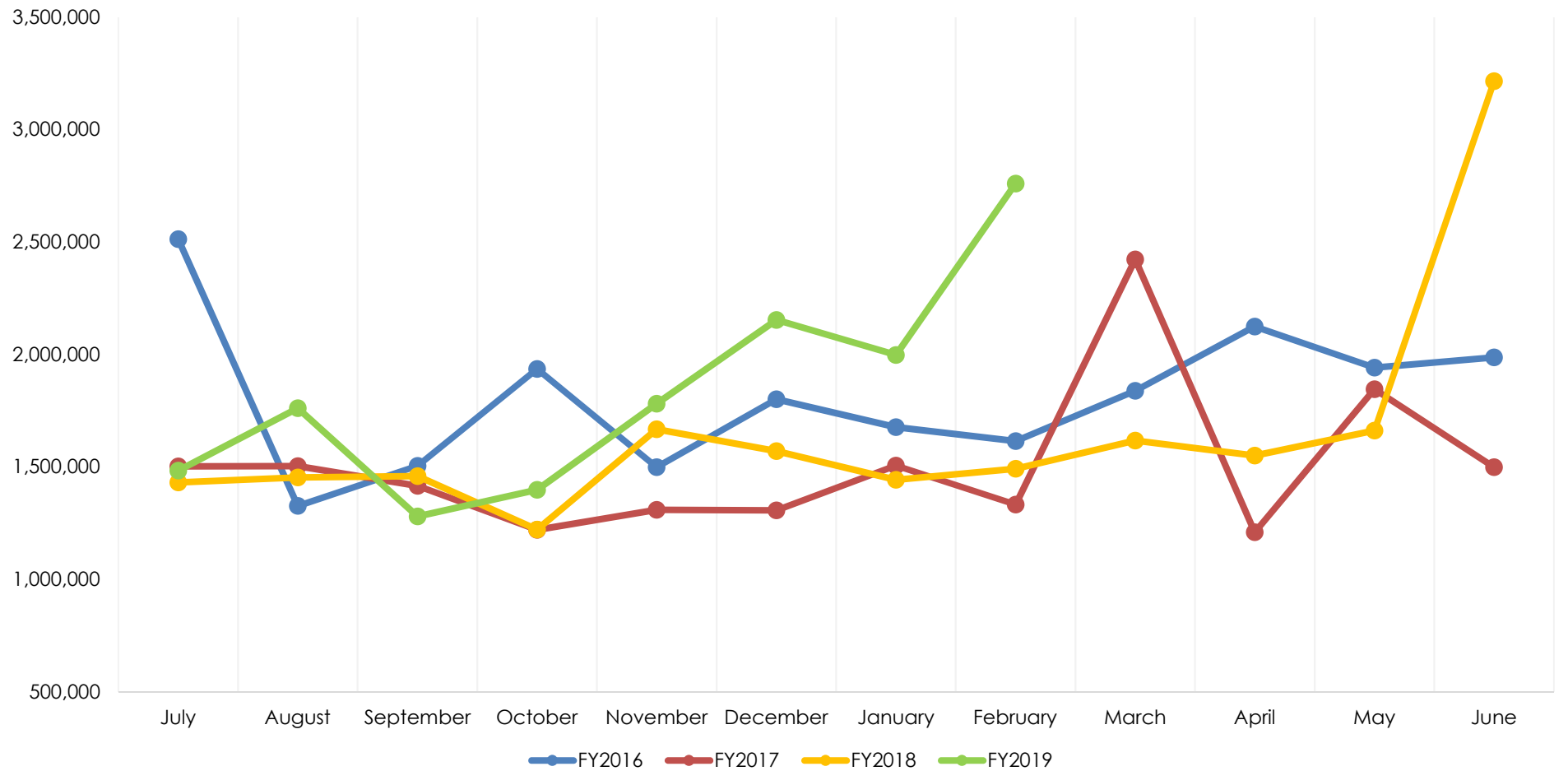
Backup Material

# Monthly Insurance Claims FY16-FY19



■ FY2016 ■ FY2017 ■ FY2018 ■ FY2019

## Monthly Insurance Claims FY16 - FY19





**ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

**MEMORANDUM FOR THE AGENDA OF THE APRIL 11, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 4/2/2019**

**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	Construction 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 project has been delayed by PNG and PWC.	90 days
Veteran's Services Parking Lot	\$135,462.33	Contractor informed staff that the project would begin in late April 2019. Weather and asphalt availability have delayed the contract start date to this point. Staff has reached back out to contractor for specific dates.	35 days
Building Envelope Repairs Project	\$551,479.00	The contractor is completing items at the Department of Social Services and Historic Courthouse.	120 days
Crown Coliseum Membrane and Sealant	\$1,735,100.00	The project closeout is in process at this time.	180 days
Crown Complex Stormwater Pond A	\$642,212.50	Contractor is installing additional drainage due to seeping. The bottom of the pond is being excavated.	150 days
Crown Complex Stormwater Pond B	\$705,040.00	The contractor is awaiting approval of a change order to complete the sheet pile installation. This change order is going before the BOC on 4/15/2019 for approval.	150 days
Overhills Park Water and Sewer District	\$4,131,106.59	Contractor is performing repairs to both lift stations. The contractor is awaiting the arrival of parts to complete the lift station repairs due to Hurricane Florence.	565 days
Crown Coliseum Ice Plant, Chiller and Ice Floor Replacement	\$3,441,390.00	Project was approved by BOC on 3/18/19. The County is in the process of obtaining the purchase order documents.	
Expo Center and Crown Coliseum East Parking Lot	\$1,328,480.00	Project preconstruction date was held on 4/2/2019. The contractor is reviewing the Crown event schedule to properly plan operations.	60 days
Building Maintenance and Central Maintenance Parking Lot	\$420,422.87	Contractor informed staff that the project would begin in late April 2019. Weather and asphalt availability have delayed the contract start date to this point. Staff has reached back out to contractor for specific dates.	180 days
Roof Repairs Project	\$344,000.00	Project has started at Spring Lake Library and Family Resource Center. The next project location is North Regional Library, then East Regional Library and Animal Control being the final location of the project.	120 days
Detention Center Boiler and Grinder Pump Replacement	\$379,997.00	Contractor is awaiting materials to begin installation of the grinder pump and boilers	120 days
Detention Center Lobby Renovation	\$148,887.81	Preconstruction meeting was on 2/27/19 and PO provided to the contractor on 3/13/19. The contractor and architect met on-site with staff on 3/20. The contractor is awaiting materials to begin installation.	120 days
Department of Social Services Chiller Replacement Project	\$471,600.00	The contractor has ordered materials for the project, once delivered, the demolition and installation will take place.	120 days
LEC Elevator Modernization Project	\$122,000.00	The engineer has received the purchase order for the design of the project. The design costs associated with the project are the only costs we have incurred at this time.	
Judge E. Maurice Braswell Courthouse Generator	\$91,500.00	The engineer is preparing construction documents and plans for review by the County on 4/24 to advertise in the paper on 4/28 and a bid date of 5/21/19. The design costs associated with the project are the only costs that are known at this time.	