
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
JUNE 15, 2020
6:45 PM

INVOCATION - Commissioner Jeannette Council

PLEDGE OF ALLEGIANCE -

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA
2. CONSENT AGENDA
 - A. Approval of Minutes for the May 28, 2020 Special Meeting CRF Plan and June 1, 2020 Regular Meeting
 - B. Approval of Formal Bid Award for Library Books and Audio Visual Materials
 - C. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy
 - D. Approval of Budget Ordinance Amendments for the June 15, 2020 Board of County Commissioners' Agenda
 - E. Approval of Cumberland County Board of Commissioners Agenda Session Items
 1. Design of Robins Meadow Hurricane Matthew CDBG-DR Project and Agreement for Construction Documents, Bidding and Construction Administration Services
 2. Deobligation of Community Development Block Grant-Disaster Recovery Funding and Associated Budget Amendment #200122
 3. Resolution Approving and Authorizing the Submission of a Neighborhood Revitalization Strategy Area Plan for Shaw Heights
 4. FY21 Community Transportation Bid Proposals
 5. Submission of Emergency Watershed Protection (EWP) Program Grant Applications
 6. Contract with Freese and Nichols, Inc. and Associated Budget Amendment #200250 for the NORCRESS Water and Sewer District
3. PUBLIC HEARINGS
 - A. Amendments to the 2019 Annual Action Plan and Request to Hold a Public Hearing
4. ITEMS OF BUSINESS
 - A. Consideration of Designation of Voting Delegate to 2020 Annual Conference

- B. Consideration of Transfer of Golden LEAF Grant Award to the Southern Region Area Health Education Center (SR-AHEC)
- C. Consideration of Resolution Against Racial Injustice
- 5. NOMINATIONS
 - A. Fayetteville Area Convention and Visitors Bureau (FACVB) Board of Directors (1 Vacancy)
- 6. APPOINTMENTS
 - A. Social Services Board (1 Vacancy)
 - B. Cumberland County Local Emergency Planning Committee (4 Vacancies)

RECESS THE BOARD OF COMMISSIONERS' MEETING

CONVENE THE NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

- 7. NORCRESS WATER AND SEWER CONSENT AGENDA
 - A Approval of Minutes of the April 6, 2020 NORCRESS Water & Sewer District Governing Board Meeting
 - B Approval of Contract with Freese and Nichols, Inc. and Associated Budget Amendment #200250 for the NORCRESS Water and Sewer District

ADJOURN THE NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

RECONVENE THE REGULAR BOARD OF COMMISSIONERS MEETING

- 8. CLOSED SESSION:
 - A. Economic Development Matter(s) Pursuant to NCGS 143.318.11(a)(4)
 - B. Attorney-Client Matter(s) Pursuant to NCGS 143.318.11(a)(3)

ADJOURN

WATCH THE MEETING LIVE

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

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

IT WILL BE REBROADCAST ON WEDNESDAY, JUNE 17, AT 7:00 PM AND FRIDAY, JUNE 19, AT 10:30 AM.

REGULAR BOARD MEETINGS:

No Board of Commissioners' Meetings in July

August 3, 2020 (Monday) - 9:00 AM
August 17, 2020 (Monday) - 6:45 PM



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA BULLARD, PURCHASING MANAGER

DATE: 6/10/2020

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR LIBRARY BOOKS AND AUDIO VISUAL MATERIALS

BACKGROUND

Funds in the amount of \$743,000 are being requested in the Fiscal Year 2021 budget for Library books and audio visual materials. A formal bid request was issued for these items, for a new contract to begin in Fiscal Year 2021. Due to the volume of items needed throughout the year, the objective was to contract with primary and secondary vendor(s).

Bids were received and evaluated. The evaluation results are as follows: Baker & Taylor, LLC offers the highest average discount for books and audio visual materials as well as the largest volume of juvenile materials. Secondary to Baker and Taylor, Ingram Library Services, LLC offers the most competitive discounts for books and audiobooks as well as a large volume of juvenile materials. Midwest Tape, LLC offers the second best competitive pricing for DVDs.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend awarding IFB (Invitation for Bid) number 20-16-LB, effective July 1, 2020, as follows:

Primary for Books and Audio Visual Materials - Baker and Taylor, LLC

Secondary for Books and Audiobooks - Ingram Services, LLC

Secondary for DVD's - Midwest Tape, LLC

ATTACHMENTS:

Description

BD TAB SUMMARY

Type

Backup Material

EVALUATION SUMMARY

Library Bid Award Request - Books and AV Bid #20-16-LB

Backup Material

Backup Material

**20-16-LB Library Books and Audio Visual Materials
Bid Tabulation Summary**

	Baker & Taylor	Brodart	Midwest Tape	Ingram	Barnes and Noble
Book Cost Adult, Juvenile and Teen					
Total Per Book Cost	\$4.44	\$4.32	NA	\$3.69	NA
Total Average Book Discount (Trade Books, Non-Trade Books, Library Bindings, Mass Market Paperbacks)					
Book Discount	\$0.33	\$0.32	NA	\$0.30	0.13
Total Average Audio Visual Discount (CD & DVD)					
CD/DVD Discount	35.07%	45% (Bidding on Category III Only.)	30% (for Categories I and II only. 0% discount for Category III)	34%	25%

20-16-LB Library Books and Audio Visual Materials

Evaluation Summary

Completed By: Pamela Koonce, Division Manager for Collection Development and Technology Innovation

Category/Comments	Weight #	Baker & Taylor, LLC.	Brodart Co.	Midwest Tape, LLC.	Ingram Library Services, LLC.	Barnes & Noble Booksellers	Comments
	Max	Points	Points	Points	Points	Points	
Price of materials: Best cost options for the county	45 points	45	38	30	35	25	Brodart's can only offer one of the three audio visual categories. Brodart does not have the volume of items necessary to meet the County's needs.
Order Fulfillment: As close to release date as possible, especially with new materials and best sellers. For DVDs, ability to provide Disney Company titles is vital.	15 points	14	5	9	12	8	Baker and Taylor can provide the largest volume of Juvenile items. These items are the items ordered the most.
Cataloging/processing: based on responses to section 4.2 A-3. NOTE: Cataloging fee for B&T and Ingram is for each title, not each item.	15 points	14	14	15	15	0	
Customer Service: must be available to contact via phone as well as email. Meet expectation to provide timely communication as to changes in orders or other issues.	8 points	8	8	8	8	7	
Electronic ordering system: For selectors--must be easy to use and manipulate for selectors. For Tech Services—must have the ability to track status of orders & cancel orders.	10 points	10	8	10	6	0	
References: Demonstration of ability to perform in accordance with specifications.	2 points	2	2	2	2	1	
Additional Criteria: Curated ordering/selection suggestion lists—especially with AV materials, specialty services, previous experience with company.	5 points	4	4	5	5	2	
Total Points	100 points	97	79	79	83	43	



Formal Bid Award Request

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 5/13/2020 Department: Library

Bid Description (If additional space necessary, may attach a separate sheet): Book and AV Bid # 20-16-LB

Amount of Bid Award (or estimated contract amount): \$743,000 (If \$90,000 – \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.)

Budgeted Amount for Project: \$743,000 **Original Budget (Y/N):** Y or **Budget Revision #:** _____

Budget Line: Org. 1014402 **Object Code:** 522420 & 522430 **Fiscal Year** 2021

Department Bid Award Recommendation (specify the vendor): Primary: Baker & Taylor -Secondary: MidWest Tape -Secondary: Ingram

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):

Baker & Taylor had the best overall points, the best average discount and balance of A and J materials in stock. Please see attached bid evaluation for more information.

Has this project (not the bid award, just the actual project or funds for the project) **been reviewed by a committee?** No **If so, which committee?** _____ **on what date?** _____ (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: Jody Kianich
Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐

This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☒

Walter Evans Date: 6/10/20
Finance Director (Please see question below)

Should this bid be submitted to the Agenda Session?
Yes _____ No _____

Amanda Bullard Date: 6-9-20
County Purchasing Manager

Amy Cullum Date: 6/10/20
County Manager (Please see question below)

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED _____
DOA CHECKED _____
IRAN CHECKED _____

Revised 1/14/2020

20-16-LB Library Books and Audio Visual Materials

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Completed By: Pamela Koonce, Division Manager for Collection Development and Technology Innovation

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Customer Service: must be available to contact via phone as well as email. Meet expectation to provide timely communication as to changes in orders or other issues.	8 points	8	8	8	8	7	
Electronic ordering system: For selectors--must be easy to use and manipulate for selectors. For Tech Services--must have the ability to track status of orders & cancel orders.	10 points	10	8	10	6	0	
References: Demonstration of ability to perform in accordance with specifications.	2 points	2	2	2	2	1	
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20-16-LB Library Books and Audio Visual Materials

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CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 6/15/2020

**SUBJECT: APPROVAL OF ABC BOARD'S REQUEST TO ADOPT CUMBERLAND
COUNTY'S TRAVEL POLICY**

BACKGROUND

According to the attached correspondence from Harold Lee Boughman, Chairman of the Cumberland County ABC Board, the ABC Board is requesting approval from the Cumberland County Board of Commissioners to adopt Cumberland County's Travel Policy No. 3-2: Travel Policy according to House Bill 1717: Modernization of the State ABC System; Section 13.

RECOMMENDATION / PROPOSED ACTION

Consider approval of the ABC Board's request to adopt Cumberland County's Travel Policy No. 3-2: Travel Policy and direct the Clerk to the Board to send to the ABC Commission written confirmation of said action and a copy of Cumberland County's Travel Policy No. 3-2: Travel Policy.

ATTACHMENTS:

Description	Type
ABC Board Letter of Request	Backup Material
Cumberland County Travel Policy No. 3-2	Backup Material

CUMBERLAND COUNTY
ALCOHOLIC BEVERAGE CONTROL BOARD
1705 OWEN DRIVE P.O. BOX 64957
FAYETTEVILLE, N.C. 28306

June 9, 2020

Subject: Board Travel Policy


Chairman W. Marshall Faircloth:

The ABC Board voted at the June 8, 2020 meeting to request the permission and approval from the County Commissioners to adopt the County's Travel Policy according to House Bill 1717: Modernization of the State ABC System. The House Bill 1717 is a result of recommendations by a joint legislative study committee on Alcoholic Beverage Control issues. House Bill 1717, Section 13 (see below) requires that the local board annually submit a copy of the County's travel policy and the authorization to the ABC Board to be forwarded to the ABC Commission.

Section 13 of the bill provides for members and employees of local ABC boards to be reimbursed for travel on official business in accordance with the statutory travel allowances of State officers and employees. With approval of the appointing authority, a local board may adopt a travel policy that conforms to the travel policy of the appointing authority. The local board would be required to annually provide to the Commission a copy of its travel policy along with the appointing authority's written confirmation of its approval. Excess expenses not covered by the local board's travel policy would be paid only with written authorization of the appointing authority's finance officer, and the local board would be required to submit a copy of the authorization to the ABC Commission within 30 days of approval.

The Board would greatly appreciate the Commissioners support and appreciate in advance the approval of the bill. The Board is working hard to ensure that the ABC System is in high standards and is in compliance with the NC ABC Commission statutes.

Thank you,


Harold Lee Boughman
Chairman

Cumberland County

Section I – Board Approved Policies

Subsection 3: Cumberland County Financial / Audit

Policy No. 3-2: Travel Policy

1.0 PURPOSE

The purpose of this policy is to establish standards and guidelines to help ensure that public funds are expended for travel only when it serves a public purpose. It is the intent of this policy to establish a reference regarding the payment or reimbursement of travel expense pertaining to official travel and subsistence for the County of Cumberland. Article V, Section 2(1) of the Constitution of the State of North Carolina requires that funds generated by taxation be spent for public purposes only.

An employee or board member traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds.

2.0 SCOPE

The scope of this policy should include the following: 1) the parties covered by the policy; 2) the definition of travel; 3) the procedures for approval; and 4) the rates for reimbursement. In addition the following applies:

- An employee or board member traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes, luxury accommodations, and services unnecessary in the performance of official business are not acceptable under this standard. Employees and board members will be responsible for unauthorized cost and any additional expenses incurred for personal preference or convenience.
- Non-employees (i.e. board members) traveling on County business shall be subject to the same policies and requirements as employees if the county is paying the expenses.
- Travel advances represent a payment of public funds to an employee or official for travel costs, which have not yet been incurred. Advances should be made for the minimum amount necessary, paid just prior to travel, and reconciled immediately at the conclusion of the travel. They are not to be used as interest-free loans.
- G.S. 14-247 states that it is illegal for a publicly owned vehicle to be used for a private purpose.

- G.S. 159-181 (a) states that any officer or employee of a local government or public authority who submits a written claim or approves a claim for funds that he/she knows to be false is guilty of a misdemeanor.

3.0 DEFINITIONS

A general term that will have a specific meaning within the context of the travel policy should be defined. Once the term is defined, that definition becomes part of the travel policy.

- A. Authorizing Party – An individual authorized by this policy to approve or disapprove requests for travel, cash advances, travel reimbursements, etc. (Usually a department head).
- B. Employee's Duty Station - "Duty Station" is defined as the job location at which the employee spends the majority of his or her working hours. For an employee in travel status, the duty station should be the point where traveling begins the majority of the time (home or office).
- C. Reimbursements – To pay back previously incurred expenses to requesting parties. All reimbursement requests shall be submitted to finance within ten working days after the travel.
- D. Requesting Party – The person who will be reimbursed for travel costs incurred while conducting County business.
- E. Subsistence (Meals and Lodging) – Subsistence is an allowance related to lodging, meal costs, incidental expenses, and gratuities thereon.
- F. Transportation Expenses – Transportation expenses include personal vehicle, county vehicle, taxi, bus, train, airplane, auto rentals, tolls, and parking fees. All transportation expenses must be incurred by and for employees, board members or other eligible travelers while conducting official County business in order to be eligible for reimbursement.
- G. Travel – Travel is defined as going to and from the normal duty station to a site located outside the County to conduct County business. Authorization of travel requests will be based upon need and cost/benefit of travel as determined by the authorizing party. All travel costs except airline tickets will be paid directly by the requesting party, and will be reimbursed by the County. The requesting party will be reimbursed for actual costs incurred only, subject to the limitations established in this policy.

4.0 GENERAL GUIDELINES

- A. In-State/Out-of –State Travel
Travel is contingent upon the availability of funds in the departmental budget. Department heads are responsible for ensuring funds are available for travel

within their departmental budgets and approving travel. Department heads shall ensure that all charges and expenses are in compliance with this policy.

B. Multiple Employees Traveling to the Same Destination

Two or more travelers traveling to the same destination are expected to make maximum use of joint transportation including taxicabs, County owned, leased, or privately owned vehicles.

5.0 PROCEDURES

Specific Guidelines Relating to Travel Advances, Registration, Transportation, and Subsistence:

A. Travel Advances

The requesting party must submit an approved Check Request (by the Department Head) to the County Finance Department (Finance) no later than the closing date of the check run with an issue date just prior to the start of travel. (Note: The Check Request should have supporting documentation such as a conference agenda.) The amount of the advance will not exceed eighty percent of the projected meals and the total cost of the lodging. The minimum advance will be \$50. After returning to work the employee shall submit an approved Travel Reimbursement form with appropriate receipts to Finance within ten working days. Excess travel advance funds will be repaid at this time. If the employee does not submit the Travel Reimbursement Form within ten working days then the advance amount will be deducted from the employee's next paycheck at the discretion of the Finance Director. If travel expenses exceed the travel advance, payment will be made on the next scheduled check run.

B. Registration

The County allows for registration fees to be reimbursed at the actual amount as shown by a valid receipt or invoice. They may be paid directly by the department or paid by the employee and then reimbursed. These fees are charged to a training line item. Charges resulting from the cancellation of conference registration shall be the County's obligation if the employee's registration has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the County. If the cancellation or change is made for the personal benefit of the employee, it shall be the employee's obligation to reimburse the County for registration fees paid. However, in the event of accidents, serious illness or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the employee is not expected to reimburse the County.

C. Transportation

Air Line Travel – Tickets for airline travel will be purchased through the County approved travel agency. Penalties and charges resulting from the cancellation of airline reservations (or other travel reservations) shall be the County's obligation if the employee's travel has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the

County. If the cancellation or change is made for the personal benefit of the employee, it shall be the employee's obligation to pay the penalties and charges. However, in the event of accidents, serious illness or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the County will be obligated to pay the penalties and charges.

Personal Vehicle – A requesting party may use his/her personal vehicle for travel and be reimbursed for actual mileage. The County reimburses mileage expenses at the IRS standard mileage rate. The Finance Director is authorized to make periodic adjustments for automobile mileage rates in accordance with current IRS regulations. Normal parking charges are reimbursable. Parking receipts or an explanation of why there is no receipt should be attached to the reimbursement request. Travel from your home to an out-of-town conference or training session is eligible for reimbursement from your home to the conference site and back home. See the section on **Daily Travel** for details on mileage reimbursement for daily travel.

Rental Vehicle – Must be authorized in advance by department head. Rental vehicles are to be used only in conjunction with approved transportation other than automobile, and a receipt is necessary for reimbursement.

County Vehicles – County vehicles may be used for any authorized travel. The requesting party must obey all laws of the jurisdiction in which the vehicle is being operated. The vehicle will be used in conducting County business only. A minimal amount of personal use, such as driving the vehicle to and from dinner, is permissible, when a County vehicle is utilized for overnight travel related to official County business.

D. Overnight Travel – Subsistence

The per diem rate for meals and incidentals for both in-state and out-of-state travel is based upon the standard rate or the rate specified by the primary destination. These rates are published by the US General Services Administration (GSA) for all destinations within the Continental United States (CONUS). Employees may be eligible for a higher per diem rate depending on the travel destination. A listing of the current rate is available on the County Intranet. If the travel destination has a rate above the standard rate, print the page that details the daily rate for that destination and attach it to the travel voucher.

The County will not require any receipts under the per diem method. The subsistence rate is inclusive of personal gratuities except baggage handling tips that may be claimed for porters at terminals and hotels, under the category of "other expenses".

Meals included as part of a conference **will not** be included in the daily meal reimbursement. For example, if dinner for one day of the conference is included in the conference registration fee the requesting party cannot claim the dinner reimbursement for that day. A breakout of the meals and incidentals for the various per diem rates is provided in the table below.

M&IE Total	\$39 Standard	\$44	\$49	\$54	\$59	\$64
Breakfast	\$7	\$8	\$9	\$10	\$11	\$12
Lunch	\$11	\$12	\$13	\$15	\$16	\$18
Dinner	\$18	\$21	\$24	\$26	\$29	\$31
Incidentals	\$3	\$3	\$3	\$3	\$3	\$3

Partial Days of Travel - Employees may receive allowances for meals for partial days of travel when the partial day is the day of departure or the day of return.

For employees in an overnight travel status, the per diem will be reduced to 75% of the normal amount on the days of departure and return. For example, if the destination has a per diem of \$39.00, the employee will receive \$29.25 on the days of departure and return. As noted above, the \$29.25 will be reduced by any meals included as part of the conference registration fee.

E. Motel/ Hotel:

Employee will be reimbursed for actual cost of motel/hotel at single occupancy rate. **Receipts are required.**

F. Telephone:

Work Related Long Distance Phone Calls – Work related long distance phone calls are reimbursable if approved by the Department Head in advance. However, where possible a phone card should be obtained from the Information Services Department for official use instead of hotel room phones. Individual calls over \$3.00 must be identified as to point of origin and destination.

Personal – Personal calls are not reimbursable.

G. Internet Connection:

Internet connection charges may be incurred only if approved in advance by the Department Head and be deemed necessary in conducting County business while away from the office.

H. Daily Travel (Not Overnight)

There will not be reimbursement for meals under daily travel.

I. Mileage Reimbursement

The County reimburses mileage expense at the IRS standard mileage rate. The Finance Director is authorized to make periodic adjustments for automobile

mileage rates in accordance with current IRS regulations. The IRS approved rate may change on a calendar year basis and generally becomes effective January 1 of each year. Normal parking charges are reimbursable. Parking receipts or an explanation of why there is no receipt should be attached to the reimbursement request.

To the extent possible, trips should be planned out in advance so that mileage is minimized. In order for mileage to be reimbursed, it must be substantiated with enough detail that the mileage claimed can be verified.

Transportation expenses between your home and your regular place of work are personal commuting expenses and are not eligible for mileage reimbursement. Employees who are called back into work on the same day will be eligible for mileage reimbursement. If you are required to travel from your regular place of work to client or job sites during the day, that travel is eligible for mileage reimbursement.

County Office is Principal Place of Business	
Example	Eligible for Mileage Reimbursement
Home to office or first work site	NO
Office or last work site to home	NO
First work site to subsequent work sites	YES
Employee called back to work after regular work hours	YES
Employee is called into work on the weekend	NO

Home is Principal Place of Business	
Example	Eligible for Mileage Reimbursement
Home to office or first work site	NO
Office or last work site to home	NO
First work site to subsequent work sites	YES
Employee called back to work after regular work hours	YES
Employee is called into work on the weekend	NO

J. Processing and Approval of Reimbursement Requests

Submitting Expense Reports: The requesting party will submit an approved (by the Department Head) Travel Reimbursement Form with attached receipts for expenses requiring reimbursement to Finance within ten working days after returning from travel. Advances will be deducted from reimbursable costs. (Note: If the purpose of the travel was to attend a conference/seminar, the program for the conference/seminar should be attached to the Travel Reimbursement Form.)

Finance will determine that the reimbursement form has been properly approved, that it is mathematically correct, that the requested reimbursements agree with submitted receipts or per diem amounts, and are within the limits set by this policy. If an error in the reimbursement request is found, the requesting party will be informed and the error will be corrected before payment is made.

Before the reimbursement is made, Finance will determine that there is a sufficient unexpended appropriation in the expenditure line item to pay the request for payment. The Finance Director will immediately inform the authorizing party and requesting party if payment cannot be made.

Reimbursements to the requesting party will be made in the next scheduled check run after the Travel Reimbursement is filed.

The following items are **NOT** reimbursable:

- Any miscellaneous expense not supported by a receipt.
- Meals included as part of a conference.
- Travel to and from duty station.
- Non-employee expense. (Unless non-employee is traveling on official County business.)
- Laundry, newspaper, entertainment, alcoholic beverages and snacks.
- Paid room service, valet and personal gratuities (exclusive of baggage handling tips).
- Any traffic fines.
- Any item which is not deemed a necessary or reasonable business expense.

A requesting party submitting a falsified Travel Reimbursement form will be subject to disciplinary action and criminal prosecution. An authorizing party or Finance Director who approves a falsified reimbursement form that they know to be false will be subject to disciplinary action or criminal prosecution. Violations of the County's travel policy may result in dismissal from County employment.

K. Responsibilities of Travel Approvers

Although the Finance Director is statutorily charged with stewardship of all taxpayer dollars, the fiscal integrity and credibility of our organization is the responsibility of all County employees and supervisors.

If you are approving a travel reimbursement request, whether or not you are the traveling employee's direct supervisor, you are attesting to the following:

1. That you have reviewed the reimbursement request in its entirety;
2. That the reimbursement request is accurate; and
3. That the travel is for a public (County business-related) purpose.

L. Responsibilities of Finance Director

The Finance Director is responsible for implementing and enforcing this Travel Policy, and to interpret it consistent with its spirit and intent, fiscal prudence and accountability. The Finance Director is authorized to approve travel reimbursements not specifically set forth above when he or she determines on the basis of substantial evidence that such reimbursement is necessary or appropriate to accomplish business of the County and is warranted in the circumstances. He or she shall document all such reimbursements and the justification therefore.

(Adopted 9-15-03) (Adopted 6-16-08) (Adopted 12-2010 to comply with IRS regulations regarding meal reimbursement associated with daily travel under Item H.)

<END>



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE T. HOLDER, DEPUTY COUNTY MANAGER

DATE: 6/12/2020

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE JUNE 15, 2020 BOARD OF COUNTY COMMISSIONERS' AGENDA

BACKGROUND

General Fund 101

1) Facilities Maintenance – Budget Ordinance Amendment B200158 to appropriate fund balance for protective barriers in the amount of \$40,742 in response to COVID-19

The Board is requested to approve Budget Ordinance Amendment B200158 to appropriate fund balance for protective barriers in response to COVID-19 in the amount of \$40,742. These projects will be completed before the County reopens to the public.

Please note this amendment requires appropriation of fund balance.

2) Library Grants – Budget Ordinance Amendment B200171 to recognize Library Services and Technology (LSTA) grant award to respond to COVID-19 in the amount of \$4,500

The Board is requested to approve Budget Ordinance Amendment B200171 to recognize Library Services and Technology (LSTA) grant award funding in response to COVID-19 in the amount of \$4,500. This funding will be used to purchase gloves and disposable masks as well as hand sanitizing stations and refills for all branch locations.

Please note this amendment requires no additional county funds.

3) General Government Other – Budget Ordinance Amendment B200337 to reverse Budget Ordinance Amendment B201074 in the amount of \$5,700,000

The Board is requested to approve Budget Ordinance Amendment B200337 to reverse Budget Ordinance Amendment B201074 approved at the June 1st Board of County Commissioners' meeting in the amount of \$5,700,000. This correcting action is requested to comply with NC General Statutes 159-26(b)(2) to budget and account for Coronavirus Relief Funds in a Special Revenue Fund. This guidance was received after the June 1st meeting.

Please note this amendment requires no additional county funds.

4) Public Buildings Janitorial – Budget Ordinance Amendment B200355 to appropriate fund balance due to COVID-19 related expenditures in the amount of \$15,000

The Board is requested to approve Budget Ordinance Amendment B200355 to appropriate fund balance due to COVID-19 expenditures in the amount of \$15,000. The Janitorial Department will be the central provider of county cleaning items such as hand sanitizer and disinfectant. This funding will be used to offset actual expenditures and provide for future expenditures through June 30th.

Please note this amendment requires appropriation of fund balance.

5) Soil Conservation/Soil Conservation Cost Share – Budget Ordinance Amendment B200241 to transfer funds to cover travel costs and overtime expenses in the amount of \$1,690

The Board is requested to approve Budget Ordinance Amendment B200241 to transfer funds from Soil Conservation to cover travel costs and overtime expenses in the amount of \$1,690 in Soil Conservation Cost Share. Increased expenses were incurred in Soil Conservation Cost Share travel due to the use of a personal vehicle while a county-owned vehicle was down for maintenance. Increased overtime expenses were incurred due to overtime related to COVID-19.

Please note this amendment requires no additional county funds.

6) Detention Center – Budget Ordinance Amendment B200243 to recognize additional revenue in the amount of \$75,000 for North Carolina Prisoner Housing

The Board is requested to approve Budget Ordinance Amendment B200243 to recognize additional revenue in the amount of \$75,000 for North Carolina Prisoner Housing. Funds will be used to upgrade the inmate tracking and timekeeping system to increase compliance with Office of Administrative Courts code. This upgrade is critical for special management inmates such as juveniles, mentally ill, and suicide watch inmates.

Please note this amendment requires no additional county funds.

Special Fire District Fund 220

7) Special Fire District – Budget Ordinance Amendment B200091 to recognize additional

revenue anticipated to be received by the end of Fiscal Year 2020 in the amount of \$67,125

The Board is requested to approve Budget Ordinance Amendment B200091 to recognize additional revenue in the amount of \$67,125. Each fiscal year during the budget process, the fire districts are budgeted at 100% of the tax value of their district. This revision is recognizing additional revenue for the districts expected to be received by the end of FY20. This revenue will be utilized towards expenses within the fire districts.

Please note this amendment requires no additional county funds.

Coronavirus Relief Fund 258

8) Coronavirus Relief Fund – Budget Ordinance Amendment B200346 to recognize Coronavirus Relief Fund (CRF) funding from the Office of State Budget and Management in the amount of \$5,708,842

The Board is requested to approve Budget Ordinance Amendment B200346 to recognize Coronavirus Relief Fund (CRF) funding from the Office of State Budget and Management in the amount of \$5,708,842. This revision is needed to place CRF funds into a Special Revenue Fund dedicated to monitoring CRF expenses in compliance with NC General Statute 159-26(b)(2). This funding was established under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and will be used for expenses directly related to address the COVID-19 pandemic. Funds will be expended in accordance with the Board-approved County CRF Plan.

Please note this amendment requires no additional county funds.

Senior Aides Fund 256

9) Senior Aides – Budget Ordinance Amendment B200305 to reduce the Senior Aides grant in the amount of \$17,124

The Board is requested to approve Budget Ordinance Amendment B200305 to reduce the Senior Aides grant in the amount of \$17,124. This reduction is based on projected participant enrollment for year-end FY20 not meeting previously established performance goals for enrollment due to the COVID-19 pandemic.

Please note this amendment requires no additional county funds.

Capital Investment Fund 107/Emergency Operations Center Fund 404

10) Capital Investment Fund/Emergency Operations Center – Budget Ordinance Amendment B200099 to transfer from Capital Investment Fund to Emergency Operations Center to cover anticipated FY20 project costs in the amount of \$875,000

The Board is requested to approve Budget Ordinance Amendment B200099 to transfer funds from the Capital Investment Fund to the Emergency Operations Center Fund in the amount of \$875,000 to cover anticipated FY20 project costs until permanent financing is obtained. These costs are within the existing \$16 million budget for the Emergency Operations Center project.

Please note this amendment requires appropriation of Capital Investment Fund balance

Contingency Funds Report – FY 20

The County Manager approved the following use of contingency funds totaling \$16,418

- \$16,418 was transferred to facilities maintenance for the addition of key card access doors for the 1st and 5th floors of the Judge E. Maurice Braswell Cumberland County Courthouse.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 6/11/2020

SUBJECT: DESIGN OF ROBINS MEADOW HURRICANE MATTHEW CDBG-DR PROJECT AND AGREEMENT FOR CONSTRUCTION DOCUMENTS, BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES

BACKGROUND

On October 1, 2019, a professional services agreement was approved between Cumberland County and The Wooten Company for an amount not to exceed \$111,700 for the firm to provide architectural and engineering services for the new construction of the Robin's Meadow Permanent Supportive Housing project. Community Development Block Grant – Disaster Recovery (CDBG-DR) funds were used to secure services with The Wooten Company. The original proposal submitted by The Wooten Company included options for an additional cost of \$31,000 to provide Bidding and Construction Administration services. At that time, Cumberland County Community Development (CCCD) did not include these additional services in the original agreement because these services were expected to be provided by another consultant.

Since that time, due to delays caused by late receipt of the official award letter from the State and the COVID-19 pandemic, The Wooten Company has been unable to complete the Construction Documents Phase of the original agreement (\$59,573), which expired as March 31, 2020. Additionally, CCCD had to unexpectedly terminate the contract with the other consultant who was to provide the Bidding and Construction Administration services phases of the project. CCCD seeks to enter into a new agreement with The Wooten Company, for the Construction Documents, Bidding and Construction Administration phases of the project with an amount not to exceed \$90,573. CDBG-DR funds for the services are currently available.

RECOMMENDATION / PROPOSED ACTION

At the June 11, 2020 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the June 15, 2020 Board of Commissioners' Meeting:

1. Approve contracting with The Wooten Company for the firm to provide the construction documents phase,

bidding services, and construction administration services of the Robin's Meadow Permanent Supportive Housing Project (CDBG-DR) in the amount not to exceed \$90,573.

ATTACHMENTS:

Description	Type
Wooten Professional Services Agreement II for CDBG-DR	Backup Material

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

THIS AGREEMENT, entered into this ____ day _____ of, 2020 by and between the COUNTY OF CUMBERLAND (hereinafter referred to as COUNTY), a body politic and corporate of the State of North Carolina, and THE WOOTEN COMPANY a consulting engineering firm located at 120 N. Boylan Avenue, Raleigh, NC, hereinafter referred to as WOOTEN providing professional engineering, architecture and surveying services.

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

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

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

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

Scope of Services – Standards of Performance

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

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

County's Responsibilities

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

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

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

Payment of Services

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

WOOTEN will not include Federal or State taxes on its invoices or statement of costs for grant fund reimbursement. DR funds County shall pay Wooten for services rendered through this Agreement shall not exceed **\$90,573**, as outlined in Wooten's proposal attached hereto as Attachment A and incorporated herein.

Progress Reports

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

Term of Agreement

This Agreement shall apply to all services performed by WOOTEN in accordance with the scope of services described herein since March 1, 2020, and shall continue through completion of the Disaster Projects which are funded; provided that, any services for which WOOTEN has already invoiced the COUNTY under the prior contract between the parties dated September 23, 2019 shall not be duplicated by WOOTEN nor paid by COUNTY under this contract.

Performance Monitoring

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

Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. WOOTEN will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. As an independent contractor, WOOTEN will comply with all legal requirements for payment of unemployment compensation, FICA, workers compensation insurance, and retirement, life and/or medical insurance as applicable for WOOTEN employees, and the COUNTY will have, and assumes, no responsibility or liability therefore.

Hold Harmless

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

Workers' Compensation

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

Insurance & Bonding

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

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

Debarred / Suspended

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

County Recognition

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

Amendments

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

Suspension or Termination

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

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

Documentation and Record-Keeping

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

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

Retention and Transmission

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

Client Data

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

Disclosure

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

Property Records

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

Close-Outs

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

Audits and Inspections

WOOTEN agrees to have an annual agency audit conducted in accordance with 2 CFR 200. If WOOTEN does not meet the threshold requirements for an annual audit in accordance with 2 CFR 200 standards, WOOTEN will have an annual audit conducted by an independent certified public accountant in accordance with generally accepted government auditing standards (GAGAS). All WOOTEN records with respect to any matters covered by this Agreement will be made available to the COUNTY, STATE agency, its designees or the Federal Government, at any time during normal business hours, as often as the COUNTY or STATE agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. The COUNTY will send written notice of any deficiencies to WOOTEN within fifteen (15) days following audit/monitoring. Any deficiencies noted in monitoring reports must be fully cleared by WOOTEN within thirty (30) days after receipt by WOOTEN. Failure of WOOTEN to comply with the above monitoring requirements will constitute a violation of this Agreement.

Procurement

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

WOOTEN will comply with COUNTY's purchasing policies concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such policy as may be procured

with funds provided herein. All program assets will revert to the COUNTY upon termination of this Agreement. WOOTEN shall include these obligations under this Agreement in its sub-contractors' agreements.

Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Section 504

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

4. EEO Statement

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

5. Subcontract Provision

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

Employment Restrictions **Prohibited Activity**

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

Assignability

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

Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

Hatch Act

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

Conflict of Interest

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

Lobbying Certification

WOOTEN hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreements;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts, under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

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

Religious Organization

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

Environmental Conditions

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

- Clean Air Act, 42 U.S.C. 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, § 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Environmental Standards 24 CFR 570.604.
- Flood Disaster Protection
- In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the COUNTY shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained.
- Environmental Review Clearance
- Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of

funds or approval may occur only upon satisfactory completion of environmental review and receipt by Cumberland County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

Severability

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

Merger Clause

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

Non-Appropriation Clause

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

Iran Divestment Act Certification

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

E-Verify

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

EXHIBIT I

ACTIVITIES/PROJECTS

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

Project Location – 515 Candleberry Court, Fayetteville, NC 28301

Project Design

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

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

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

Scope of Work

Preliminary plans as follows:

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

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

Project Site Control

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

Site Conditions

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

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

EXHIBIT II

FEDERALLY REQUIRED PROVISIONS SUPPLEMENTAL GENERAL CONDITIONS

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

Conflict of Interest Provisions, including but not limited to those found at NC Gen. Stat. 14-234, 04 NCAC 19L. 0414, 2 CFR 200.112, and 24 CFR 270.611. Certain limited exceptions to the conflict of interest rules listed in 24 CFR 570.489 may be granted in writing by Department of Housing and Urban Development (HUD) and/or Commerce and NCEM upon written request and the provision of information specified in 24 CFR 570.489(h)(ii)(4).

LEGAL REMEDIES PROVISION:

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

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

TERMINATION PROVISION:

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

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

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

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

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

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

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

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

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

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

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

AFFIRMATIVE ACTION – MBE/WBE PROVISION:

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

COPELAND “ANTI-KICKBACK” ACT PROVISION:

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

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

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

DAVIS-BACON ACT PROVISION:

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

The sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers and ensure that all workers associated with the contract are paid the prevailing wage in accordance with the Department of Labor Wage Determination Number **NC20200099 2/07/2020 (or most recent)**. If wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the borrower of its obligation, if any, to required payment of the higher wage. The borrower shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph."

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

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

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

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

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

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

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

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

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

ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE:

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

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

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

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

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

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

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

LEAD-BASED PAINT CLAUSE:

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

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

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

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

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

PROGRAM INCOME:

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

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

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

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

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

Architectural Barriers

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

Minimum Guidelines and Requirements for Accessible Design 36 CFR Part 1190

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

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

Environmental Review

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

Flood Plain – Flood Hazard & Flood Insurance

The project shall follow flood coverage requirements 24 CFR 570.202(b)(7)(iii), 24 CFR 570.509(c)(4)(iv), 24CFR 570.605 and 42 U.S.C 4106, Section 202. In addition, if the project occurs in the following floodplain zones: If the project occurs in a 100-year floodplain (A zone), a 8-step process is required as provided for in 40 CFR 55.20 or as reduced to the 5-step process pursuant to 40 CFR 55.12(a), unless an exception is applicable pursuant to 40 CFR 55.12(b).

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

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

Green Building

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

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

COUNTY OF CUMBERLAND

ATTEST:

BY: _____

BY: _____

AMY CANNON, COUNTY MANAGER

DATE _____

[COUNTY SEAL]

THE WOOTEN COMPANY

ATTEST:

BY: _____

BY: _____

BOB EGAN, PE

DATE

PRE-AUDIT CERTIFICATE:

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

By: _____

Finance Director

Date

APPROVED FOR LEGAL SUFFICIENCY:

By: _____

County Attorney

Date

STATE OF NORTH CAROLINA

COUNTY OF _____

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

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

NOTARY PUBLIC

My Commission Expires: _____



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 6/12/2020

**SUBJECT: DEOBLIGATION OF COMMUNITY DEVELOPMENT BLOCK GRANT-
DISASTER RECOVERY FUNDING AND ASSOCIATED BUDGET
AMENDMENT #200122**

BACKGROUND

The North Carolina Office of Resiliency and Recovery (NCORR) has formally notified the County that it has deobligated funding initially allocated for Hurricane Matthew. This was previously discussed with the Board of Commissioners at their December 12, 2019 Agenda Session meeting in which representatives from NCORR were present to explain the forthcoming deobligation of funds. The item was moved forward as an item of business at the December 16, 2019 regular meeting and a new subrecipient agreement with the State was approved at that time.

Attached is a copy of the letter sent to the County by the State deobligating the original Hurricane Matthew allocation of \$23,260,000 awarded to Cumberland County. A budget amendment is necessary to reduce the budget by the amount of the unexpended funds to be deobligated by the County. The County has obtained reimbursement for most of the funds expended under this grant and will be reimbursed for remaining funds that have been expended.

RECOMMENDATION / PROPOSED ACTION

At the June 11, 2020 agenda session meeting, the Board of Commissioners approved placing the following action as a consent item on the June 15, 2020 Board of Commissioners' meeting agenda:

Approve Budget Ordinance Amendment #200122 in the amount of \$20,199,743 recognizing the deobligation of these CDBG-DR funds.

ATTACHMENTS:

Description

NCORR Deobligation Letter

Type

Backup Material



North Carolina Department of Public Safety

Office of Recovery and Resiliency

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director
Laura H. Hogshead, Chief Operating Officer

Mr. Tracy Jackson, Assistant County Manager
Cumberland County
117 Dick Street
Fayetteville, NC 28301

April 17, 2020

Mr. Jackson,

The North Carolina Department of Public Safety, Office of Recovery and Resiliency (NCORR) has recently enacted a new subrecipient agreement with Cumberland County that reflects the transition of the county's Community Development Block Grant – Disaster Recovery (CDBG-DR) funded housing recovery program from the county to NCORR. The new subrecipient agreement also makes clear that the county will continue to administer the infrastructure recovery program. The purpose of this memorandum is to clearly explain the change in budgets from the previous subrecipient agreement to the new subrecipient agreement.

Previous Subrecipient Agreement Budget

In October 2017, the State of North Carolina awarded up to \$34,945,328 of CDBG-DR grant funds to support Cumberland County's recovery from Hurricane Matthew. Of this amount, a total of \$23,260,000 was allocated to the county through a subrecipient agreement executed on December 1, 2017. This budget included the cost of the homeowner recovery program, infrastructure, multi-family rental, supportive housing, the economic development, and the administrative and overhead costs of the county to run the entire CDBG-DR recovery program for the county. The only cost not covered by this budget was the administrative and program management costs of the State of North Carolina. The following table outlines the total agreement, amounts budgeted, and the amount remaining to be budgeted.

Funding Category	2019 SRA Allocation
Total Subrecipient Agreement	\$23,260,000
Budgets Established with the County	
Infrastructure/Community Recovery	\$3,800,000
Multi-Family Rental	\$4,900,000
Supportive Housing	\$2,500,000
Housing Recovery	\$8,660,000
Administration	\$400,000
Planning Costs	\$1,000,000
Economic Development	\$2,000,000
Total Budgeted Costs of the SRA	\$23,260,000

Mailing Address:
Post Office Box 110465
Durham, NC 27709



NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY

Telephone: 984.833.5350

www.ncdps.gov
www.rebuildnc.gov



North Carolina Department of Public Safety

Office of Recovery and Resiliency

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director
Laura H. Hogshead, Chief Operating Officer

Transition to the New Subrecipient Agreement

As the Homeowner Recovery Program transitioned to NCORR, NCORR has assumed the full budgetary responsibilities for Cumberland County's housing recovery. Cumberland County is a most impacted and distressed community, as determined by the US Department of Housing and Urban Development (HUD), meaning that the State of North Carolina must spend 80% of the Matthew CDBG-DR grant in Cumberland County and five other counties. **NCORR is committed to fully serving every eligible Hurricane Matthew homeowner who applied to our program, regardless of the original budget of the previous subrecipient agreement.** Under the new subrecipient agreement, the funds will still be spent in Cumberland County to support the housing recovery, but from the NCORR-managed Homeowner Recovery Program.

The New Subrecipient Agreement Budget

Executed on December 17, 2019, the new subrecipient agreement fully funds the following: the original budgetary commitment for the Community Recovery Infrastructure program in the county; activity delivery costs for the county to manage the infrastructure program; and an amount to cover residual county program management costs from the previous subrecipient agreement.

Funding Category	2019 SRA Allocation
Infrastructure Program	\$2,500,000
Infrastructure Program Activity Delivery Costs	\$125,000
Subtotal – Infrastructure Program	\$2,625,000
Housing Recovery Program Transition Costs	\$100,000
Total – Subrecipient Agreement	\$2,725,000

Change of Budgets from the 2017 Agreement to the 2019 Agreement

In an effort to be clear regarding the budgetary changes from the previous agreement to the current agreement, please see the following summary.

1. The budget for the Homeowner Program (currently known as the Homeowner Recovery Program) was moved from the Cumberland County agreement to NCORR's state-centric program.
2. The Multi-Family Rental budget was moved to NCORR and reallocated to the NC Housing Finance Agency, who have awarded a \$12,417,203 project in Fayetteville -- of which \$9.8 million is CDBG-DR funds.
3. The Infrastructure/Community Recovery budget of \$3,800,000 was transferred to the City of Fayetteville under a separate subrecipient agreement for the Community Resource Center project.

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Post Office Box 110465
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North Carolina Department of Public Safety

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4. The Economic Development program remains unchanged, as this program and associated budget is administered by the NC Department of Commerce and was not part of the subrecipient agreement with Cumberland County.
5. The Administration Budget was also moved to the NCORR program as Administration is typically reserved for the CDBG-DR grantee to carry out overall grant management functions. In return, NCORR budgeted an additional 5% for program management of the county's Infrastructure Program (\$125,000) and \$100,000 in activity delivery budget to cover any residual county costs from the original subrecipient agreement.
6. The Planning Budget was moved to NCORR as HUD only permits the use of planning funds by the grantee for grant-wide planning activities, such as the development of Action Plans. Project specific designs and plans should be budgeted as soft-costs within your infrastructure project budget.
7. The Supportive Housing Program Budget was left intact as part of the new agreement with the county, but the purpose is now described as part of the Infrastructure Program. Specifically, this budget is for the Robins Meadow project. As mention before, NCORR added a \$125,000 activity delivery amount to support the county's program management costs and \$100,000 of additional funds to cover residual costs the previous subrecipient agreement.

NCORR is grateful to Cumberland County for the working partnership we have formed and looks forward to the county's continued recovery from Hurricane Matthew. As NCORR proceeds with the statewide Homeowner Recovery Program, we are more than happy to provide the county with regular updates regarding applicants, awards, and construction progress. With this information, county leadership and your citizens can best understand the continued housing recovery in Cumberland County. If you have any questions about our agreement, budgets, or NCORR's recovery programs, please do not hesitate to reach out.

Sincerely,

Laura Hogshead, Chief Operating Officer
NC Office of Recovery and Resiliency

Mailing Address:
Post Office Box 110465
Durham, NC 27709



Telephone: 984.833.5350
www.ncdps.gov
www.rebuildnc.gov



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 6/11/2020

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE SUBMISSION OF A NEIGHBORHOOD REVITALIZATION STRATEGY AREA PLAN FOR SHAW HEIGHTS

BACKGROUND

On May 4, 2020, the Board of Commissioners approved the Neighborhood Revitalization Strategy Area Plan for Shaw Heights neighborhood along with the 2020 – 2024 Consolidated Plan, 2020 Annual Action Plan, and Analysis of Impediments to Fair Housing Choice. These plans will be reviewed by the U.S. Department of Housing and Urban Development.

Part of the process in the submission of the NRSA plan, requires the Participating Jurisdiction to sign a Resolution adopted by the Board of Commissioners.

RECOMMENDATION / PROPOSED ACTION

At the June 11, 2020 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the June 15, 2020 Board of Commissioners' Meeting:

1. Approve and adopt the Resolution approving and authorizing the submission of a Neighborhood Revitalization Strategy Area Plan for Shaw Heights.

ATTACHMENTS:

Description

Resolution and Summarization of the NRSA Plan

Type

Backup Material

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
RESOLUTION APPROVING AND AUTHORIZING THE
SUBMISSION OF A NEIGHBORHOOD REVITALIZATION
STRATEGY AREA (NRSA) PLAN FOR SHAW HEIGHTS**

WHEREAS, Cumberland County is a Federal Entitlement under the U.S. Department of Housing and Urban Development (HUD) program known as the Community Development Block Grant (CDBG) Program; and

WHEREAS, under the CDBG Program Guidelines found in 24 CFR 91.215 (e) (2) and CPD Notice 16-16, a Federal Entitlement may designate an area that meets the HUD criteria as a Neighborhood Revitalization Area (NRSA); and

WHEREAS, the Cumberland County Community Development Department undertook a study of the Shaw Heights Neighborhood and determined that it met the criteria for designation as a NRSA; and

WHEREAS, the Community Development Department prepared a NRSA Plan for the revitalization of Shaw Heights and held a virtual public hearing on the NRSA Plan on May 4, 2020; and

WHEREAS, there were no objections nor opposition to the NRSA Plan as presented.

NOW, THEREFORE, BE IT RESOLVED, that We, the Cumberland County Board of Commissioners approve and adopt the NRSA Plan for the Shaw Heights Neighborhood, and authorize the Cumberland County Community Development Department to file the said NRSA Plan with the U.S. Department of HUD, as part of the FY 2020-2024 Five Year Consolidated Plan for Cumberland County.

This Resolution adopted by the Board of Commissioners of Cumberland County _____, 2020 in a duly noticed Regular Meeting.

Cumberland County Board of Commissioners
By:

W. Marshall Faircloth, Chairman

Attest:

Candice H. White, Clerk to the Board

SUMMARIZATION OF THE NEIGHBORHOOD REVITALIZATION STRATEGY AREA PLAN

Below is a summarization of the description and goals of the Neighborhood Revitalization Strategy Area (NRSA) Plan for the Shaw Heights neighborhood

NEIGHBORHOD DESCRIPTION

Cumberland County has selected and designated Shaw Heights as its Neighborhood Revitalization Strategy Area (NRSA). Shaw Heights was chosen by Cumberland County for designation as an NRSA based on its need for revitalization and the following factors:

- It is a contiguous neighborhood that is bordered on its east by Murchison Road, on its north by Fort Bragg, on its west by lakes, and on its south by forested land, lakes, and the City boundary.
- The neighborhood is completely surrounded by the City of Fayetteville, but is administered by the County, which creates an "island."
- Though there is quality housing stock in the form of single-family homes, the majority of housing units in the neighborhood are mobile homes. Mobile homes are located in parks that lack infrastructure and require substantial investment.
- The area is primarily residential with 69.33% of the parcels considered residential in land use.
- Shaw Heights has a high concentration of LMI households. The upper quartile is 52.93% low- and moderate-income, and the aggregated Shaw Heights block groups have a low- and moderate-income percentage of 56.48%.
- There are vacant developable sites that are available for new development, and 25.24% of parcels are considered vacant.
- The residents of Shaw Heights are in favor of and will support the NRSA strategies.
- The City of Fayetteville is planning major investments for the Murchison Road Corridor, which is a nearby neighborhood, and is open to partnering with Cumberland County to encourage development in Shaw Heights.
- Shaw Heights is connected directly to Fort Bragg by Murchison Road.

NRSA GOALS

The implementation plan involves the pursuit of the following short and long-term goals:

1. SHORT TERM GOALS

- Remove substandard structures and properties which impede economic growth and residential stability.
- Utilize homeownership programs to expand homeownership opportunities in the Shaw Heights NRSA through construction of new affordable housing to qualified low- and moderate-income buyers.
- Promote mixed income housing developments in the NRSA to help stabilize the area.

- Assemble sites for additional housing development.
- Select sites for the development of infrastructure for new affordable housing development, including paved roads, sewers and septic tanks.
- Promote homeownership in the Shaw Heights NRSA through housing counseling programs and partnerships with Kingdom CDC.
- Continue to rehabilitate owner occupied housing in the Shaw Heights Neighborhood.
- Rehabilitate renter occupied housing in the NRSA.
- Increase the presence of the County's code enforcement program in the Shaw Heights NRSA.
- Increase the police patrols and community policing in the Shaw Heights NRSA.
- Apply for a Section 108 Loan Guarantee to develop the Shaw Heights NRSA.
- Partner with the Housing Authority to encourage the development of public housing and increased participation in the Section 8 Housing Choice Voucher Program in Shaw Heights.
- Develop partnerships for financial literacy programs in the neighborhood.

2. LONG TERM GOALS

- Continue acquisition/relocation/clearance activities in the Shaw Heights NRSA to develop attractive and marketable development sites.
- Revitalize vacant and underutilized land in a manner that provides tax base stabilization, including potential commercial or industrial development.
- Ensure the continued preservation of the existing housing stock in the Shaw Heights NRSA through a comprehensive rehabilitation program including incentives for homeowners to improve their property.
- Reconstruct streets, sidewalks, curbs, and infrastructure in the Shaw Heights NRSA.
- Provide information and refer Shaw Heights NRSA residents to employment training programs such as NCWorks for job placement opportunities through the trades or other skills.
- Market Shaw Heights to members of the military and civilians who work at Fort Bragg based on its proximity and affordability to the base.
- Decrease the school drop-out rate for men and women in the Shaw Heights NRSA.
- Assist 18-35 year olds to obtain their high school equivalency diploma or GED.
- Develop infrastructure to create dense, multi-family affordable housing

using a Section 108 Loan.

- Recruit banks, pharmacies, and a grocery store to the Shaw Heights NRSA.
- Continue to promote and market the County's housing rehabilitation programs in the Shaw Heights NRSA.
- Create a revolving loan program targeted toward the Shaw Heights NRSA.
- Promote home occupations and develop small business enterprises in the Shaw Heights NRSA.
- Develop a "loan pool" with the local banks with bank funds to match Federal and State funds.
- Continue to work with Kingdom CDC and other CHDOs to undertake larger development projects.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JOEL STRICKLAND, FAMPO EXECUTIVE DIRECTOR

DATE: 6/12/2020

SUBJECT: FY21 COMMUNITY TRANSPORTATION BID PROPOSALS

BACKGROUND

An evaluation committee consisting of five members of the Transportation Advisory Board (TAB), met Thursday, May 28, 2020 to review Cumberland County Community Transportation program provider proposals. The Transportation Advisory Board then met on Thursday, June 4, 2020 to review and approve the recommendations from the evaluation committee for the following proposals:

- Section 5310 Transportation (5310)
- Employment Transportation (EMPL)
- Rural General Public Transportation (RGP)
- Area Agency on Aging Medical Transportation (AAA Medical)
- Area Agency on Aging General Transportation (AAA Gen)
- Elderly and Disabled Medical Transportation (EDTAP)

The proposals were rated on proposal response, qualifications and experience, references, Disadvantaged Business Enterprise (DBE) efforts, and value for cost.

After review, B&W Transportation was recommended for the following contracts:

- 5310 - \$24.00 per unit (split contract)
- EMPL - \$24.00 per unit
- RGP - \$24.00 per unit (split contract)
- AAA Gen - \$16.75 per unit
- AAA Medical - \$24.00 per unit (split contract)

After review, FAMIKS Transportation was recommended for the following contracts:

- AAA Medical - \$24.50 per unit (split contract)
- EDTAP - \$24.50 per unit
- RGP - \$24.50 per unit (split contract)

- 5310 - \$24.50 per unit (split contract)

These two companies were the only transportation providers that submitted proposals. Each was rated by the evaluation committee using the aforementioned criteria.

These two companies are the same providers used for the last several years, and Community Transportation has received excellent service for both.

The Transportation Advisory Board would like to request your approval to enter into contract with the above selected transportation providers.

RECOMMENDATION / PROPOSED ACTION

At the June 11, 2020 agenda session meeting, the Board of Commissioners approved placing the following action as a consent item on the June 15, 2020 Board of Commissioners' meeting agenda:

Approval of the Cumberland County Community Transportation Bid Proposals for contracting in Fiscal Year 2021.

ATTACHMENTS:

Description

FY21 RFP for Transportation Providers

Type

Backup Material

REQUEST FOR PROPOSAL
FOR THE
CUMBERLAND COUNTY
COMMUNITY TRANSPORTATION PROGRAM

Fiscal Year July 1, 2020 – June 30, 2021

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NOTICE TO TRANSPORTATION PROVIDERS

REQUEST FOR PROPOSALS FOR PROVISION OF THE CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM

The Cumberland County Community Transportation Program is seeking proposals for the operation of its transportation services which are funded with state and federal funds.

The system currently utilizes contractor supplied vehicles and drivers to provide curb to curb service in Cumberland County. In some cases, clients may require door to door service. The Cumberland County Community Transportation Program desires to sign a one year fixed unit cost contract, for each of the five contracts, with services to begin July 1, 2020 and end June 30, 2021.

The deadline for submittal of proposals is **12:00 p.m. on March 5, 2020**. Proposals delivered after that date and time will not be considered. Service and Cost proposal packages should be submitted in separate, sealed envelopes labeled "Service Proposal for The Community Transportation Program" and "Cost Proposal for The Community Transportation Program" and sent to: The Community Transportation Program Attn: Ifetayo Farrakhan, Transportation Program Coordinator, 130 Gillespie Street, Fayetteville, NC 28301.

All proposers must certify they are not on the federal or state list of ineligible Contractors. The Controller General's federal list of ineligible Contractors is located at the web site www.sam.gov/portal/public/SAM/. The state's list of debarred organizations can be found on the State's Purchase and Contract web site www.doa.state.nc.us/pandc/.

Only DBE's listed in the DOT certified directory are counted toward DOT's goal in contracts that contain federal funds. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability. DBE Contractors must be certified and registered on the NCDOT Directory: www.ebs.nc.gov/VendorDirectory/default.html.

The successful Contractor(s) shall be required to comply with all applicable local, state and federal laws and regulations including Equal Employment Opportunity. Request for proposal packages are available by contacting Ifetayo Farrakhan at (910) 678-7624 or visiting <https://ccmunis.co.cumberland.nc.us/mss>.

A pre-proposal conference will be held on **February 20, 2020 at 10:00 a.m.** at the Historic County Courthouse, Room 107C, located at 130 Gillespie Street, Fayetteville, North Carolina. Proposers are not required to attend, however it is highly recommended. This conference is intended to provide Proposers with the opportunity to ask questions and/or receive clarification of any requirement in the RFP.

Cumberland County is seeking proposals for the following:

- Elderly and Disabled Medical Transportation (State)
- Rural General Public Transportation (State)
- Employment Transportation (State)
- *Elderly and Disabled Non-Medical Transportation (Federal/State)
- Area Agency on Aging Medical Transportation (State)
- Area Agency on Aging General Transportation (State)

*Half of the Elderly and Disabled Non-Medical Transportation (5310) funds will be used within the Elderly and Disabled Medical Transportation (EDTAP) contract. The other half will be used within the Area Agency on Aging Medical Transportation (AAA Med) contract.

Insurance, Drug and Alcohol Testing, Americans with Disabilities Act adherence, and required training will be mandatory aspects of fulfilling this contract. Other Federal, State, and Local laws and requirements may apply.

The Community Transportation Program is funded in part by the County of Cumberland. Cumberland County and the Community Transportation Program retain the right to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Cumberland County is an equal opportunity employer.

I. INTRODUCTION

The Cumberland County Community Transportation Program is seeking interested, qualified contractors to provide transportation services in Cumberland County, North Carolina. Services are currently provided by private contractors under contract to Cumberland County, using contractor provided vehicles. Cumberland County will contract with successful Proposers to operate this service. The Cumberland County Community Transportation Program desires to sign a one year fixed unit cost contract for each of the five (5) contracts. The county reserves the right to extend contracts for an additional 12 months or possibly for two twelve month increments if it serves to be in the best interest of the county.

The selected contractor(s) will provide management, dispatch, and operation of the transportation service. Maintenance of the aforementioned vehicles will be the responsibility of the contractor. Service includes subscription trips as well as those of a demand-response nature (1 day notice). The contractor will take requests for service from agency representatives. Riders include the physically and mentally disabled, the elderly and the general public. The selected contractor will be responsible for meeting all state, federal, and local requirements as specified in the RFP including, but not limited to, employee development and training, drug and alcohol testing, complying with scheduled vehicle maintenance, insurance coverage, safety, on-time performance, reporting, and billing, as well as any appropriate licensing and other legal requirements. Contractors are required to report on a monthly basis to the Community Transportation Program, all services performed under this contract to include, dates, times, units, client names, destinations, and costs.

Definitions as used herein;

- a. The term "THE COUNTY" or the "County" is used interchangeably and refers to the purchaser, Cumberland County or Cumberland County Community Transportation.
- b. The term "request for proposal" (RFP) means a solicitation of a formal sealed proposal.
- c. The terms "proposal and offer" means the process and services offered by the Proposer in response to this RFP.
- d. The term "Proposer" is the contractor responding to this RFP.
- e. The term "Contractor" refers to the Proposer selected by the Cumberland County Community Transportation Program to perform service under this contract.
- f. The term "NCDOT" is the North Carolina Department of Transportation, which administers the ROAP (EDTAP, EMPL, RGP), and 5310 grant funding through the Public Transportation Division (PTD).
- g. The term "contract" means the legally-binding agreement between Cumberland County and the successful contractor(s) to perform the services described in this RFP.
- h. The term "unit" describes a measurement tool used to determine reimbursement. Units of service are defined as each and every time a passenger boards a vehicle at a location and alights at another location.
- i. The term "Community Transportation Program" refers to the collective entity that provides the management and administration for the funding and payment of all agencies that are sub-allotted funding each year for transportation purposes.
- j. The term "Transportation Advisory Board" refers to the board made up of various individuals with experience in the human services and transportation fields in Cumberland County and is appointed by the County Commissioners. This organization serves the Community Transportation Program in an advisory capacity.
- k. The term "FTA" is the Federal Transit Administration, which is part of the US DOT and administers the federal (5310) grant funds through NCDOT/ Public Transportation Division.

II. EXISTING SERVICE

The Cumberland County Community Transportation Program provides curb to curb service (in some cases door to door) for clients within Cumberland County via contractual providers.

Trips provided by the contractor shall be billed on a per client unit basis. Requests for service are faxed or emailed to the contractor by the agencies one day in advance, by 3:00 pm, prior to the date of requested service. Coordination and dispatch of the vehicles to pick up the clients is the responsibility of the contractor.

The Community Transportation Program administrative staff consists of the Transportation Program Coordinator and two Office Assistants. The Transportation Program Coordinator oversees all aspects of the Community Transportation Program, including its operation and administration. All Community Transportation Program correspondence and any questions or concerns should be directed to the Transportation Program Coordinator.

Contracts:

Elderly and Disabled Medical Transportation (EDTAP): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Rural General Public Transportation (RGP): Transportation provided to residents who live in the rural areas of our County. Provides access to medical, shopping, education, and employment. (See map Attachment E – clients will reside in areas outside of the urban area boundary)

Urban Employment Transportation (EMPL): Transportation to school and work provided to residents who live inside or outside the urban areas of our County. (See map Attachment E – clients will reside in areas inside the urban area boundary)

Elderly and Disabled Non-Medical Transportation (5310): Non-medical transportation provided to clients who are 60+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Area Agency on Aging Medical (AAA Med): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Area Agency on Aging General (AAA Gen): Transportation to nutrition sites provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Please note: 5310 funds are federal and state funds and have additional federal requirements. Please see "Federal and State Requirements and Special Conditions" Attachment.

III. SCOPE OF WORK

Contract Term

The term of any agreement arising from this RFP shall be for one year, commencing on the date transportation services are first rendered. Projected start date is July 1, 2020 and end date is June 30, 2021.

Service Hours

EDTAP, AAA Med, AAA Gen: Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm (with the exception of dialysis trips).

5310, RGP and EMPL: Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 p.m.

Special concessions shall be made by the contractor when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed.

Transportation will be provided on all holidays, except on Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those weeks (to make up for the holiday).

Wait Time/No-Shows/Cancellations

The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by client and the transport company driver.

In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by the contractor. In the event of a no-show, the contractor will not be compensated. However, the Community Transportation Program will enforce its no-show policy with the clients to the fullest extent possible. No-shows shall be reported by the contractor to the Community Transportation Program immediately. Cancellations shall be reported to the Community Transportation Program by the end of the week.

On-Time Performance

The Community Transportation Program requires a sixty (60) minute window on scheduled pickups (ninety (90) minute for Fort Bragg trips). Clients will be notified to always be ready one hour prior to appointment time (or one and one half hours for Fort Bragg). The Community Transportation Program policy states that there is a required ten (10) minute minimum wait time after arriving at a location to pick up a passenger. Contractor should not have clients on the vehicle for any period longer than the specified time frame. The contractor will provide a minimum of 95 percent (95%) on-time trips.

Service Area

All trips will be within Cumberland County which includes approximately 661 square miles.

Reservations

Agencies will authorize all trips and supply the contractor with reservation information. The contractor is not required to determine eligibility or receive service requests from individuals. In general, the contractor can expect to be notified no less than one day in advance of any reservations for demand-response trips and changes to subscription trips.

Fares

EDTAP, AAA Med, and AAA Gen: No fares or donations will be collected from passengers. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

5310, EMPL, and RGP: Fares will be collected from passengers. The driver and passenger will be required to sign a log, in order to verify that the fares had been paid, prior to receiving service. This log will be submitted to the Transportation Program Coordinator, along with the invoice, in order to receive payment. Fares will be approximately ten percent of the per unit trip cost. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

Attendants

The contractor will not supply attendants, but must allow a passenger an escort, if requested. The escort must board and exit at the same location as the eligible client. Neither the escort, agency, nor the Community Transportation Program will be charged for the escort.

Personnel

The contractor shall be solely responsible for the provision and satisfactory work performance of all employees as described by this Request for Proposal. The contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to the Community Transportation Program or Cumberland County, the contractor shall comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, Department of Transportation Drug & Alcohol Testing and Program Management regulations, OSHA regulations, EPA laws and regulations, in addition to any and all other applicable laws. The Cumberland County Community Transportation Program shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the contractor. The contractor shall not, without prior written notice to the Community Transportation Program remove, or re-assign the key management personnel identified in its proposal (e.g., Project Manager) at any time prior to or after execution of the contract. The contractor shall obtain the Community Transportation Program's written consent prior to entering any subcontract affecting the service.

Office Staff

The contractor shall supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the service. The contractor will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. The contractor will staff the office with at least one person trained to perform radio dispatching functions and monitor telephones while vehicles are on the road providing service. This condition may be satisfied if the Owner/Director has mobile cellular phone technology at his/her disposal and can be contacted at ANY time during office hours without necessarily being within an office. An office space with a permanent fax machine must be available to accept new transportation requests from agencies at all times during normal business operating times.

Drivers

The contractor shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. Each of the contractor's employees shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Community Transportation Program Coordinator annually for each driver.

Additionally, all of the contractor's employees who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

All drivers must receive the following training through programs approved by the Community Transportation Program and show proof of successful completion to the Community Transportation Program Coordinator within thirty days of completion.

- First Aid Training and CPR
- Drug & Alcohol Training
- OSHA Bloodborne Pathogens Training
- ADA Equipment and Safety Training
- ADA Sensitivity Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of the contractor. The contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to providing service. Annual refresher training is required for all drivers. Copies of Red Cross certification must be submitted annually to the Community Transportation Program Coordinator. Random drug and alcohol testing in accordance with Department of Transportation Drug & Alcohol requirements found in 49 CFR Part 655 and Part 40 is also required.

Drivers will be required to maintain vehicle logs for each day of service documenting the pick up and drop off of passengers. Logs will include rider names, scheduled and actual pick-up times, addresses, number of units per trip, no-shows, and other pertinent information.

All drivers and safety sensitive employees are required to submit to drug and alcohol testing at the contractor's expense. Up to eighty-five percent (85%) of testing costs may be reimbursed to the contractor if proper documentation and invoices are submitted in a timely manner. Drug/Alcohol reimbursement invoices should be submitted monthly. If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are exhausted, the contractor must continue to follow drug testing procedures.

Vehicles

Vehicles are the responsibility of the contractor. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, state inspections, etc. are the responsibility of the contractor. The contractor, for the purposes of supplying transportation services for the Community Transportation Program, must own or lease its own vehicles. All vehicles must be clearly marked (minimum of three inch lettering) on the side of each vehicle with the contractor's name and phone number as to allow passengers to identify the vehicles.

At minimum, the contractor is required to have six vehicles available for use of any program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible (these vehicles must be ADA compliant (*see ADA accessibility attachment*)). The contractor must have at their immediate disposal two backup vehicles. Cumberland County & the Community Transportation Program reserve the right to inspect vehicles during announced or unannounced times. The Contractor shall submit copies of vehicle registration, inspections, and a current insurance policy to the Community Transportation Program Coordinator annually.

Licensing

The contractor shall keep all vehicles fully licensed and inspected as required by the State of North Carolina and applicable local government agencies. Vehicles are not eligible for free license plates. The contractor must comply with all state and local vehicle registration, permitting and regulatory requirements.

Safety/Inspections

The contractor/employees shall perform daily pre-trip and post-trip safety inspections all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order at all times. The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected.

Additional safety requirements can be found in the System Safety Program Plan.

Maintenance

Vehicle maintenance shall be the responsibility of the contractor. The contractor shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards. Where duplicate recommendations exist, the contractor shall be required to maintain vehicles in accordance with the stricter standards. It shall be the contractor's responsibility to keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Community Transportation Program on request.

Damage

All physical damage to vehicles shall be repaired within 5 days of occurrence in a high quality manner, regardless of cause. All damage must be reported to the Transportation Program Coordinator in writing within 48 hours of the incident causing the damage.

Insurance

The contractor will provide Bodily Injury, Property Damage, Comprehensive and Collision Insurance for vehicles used to provide services under this Contract in the amounts specified below through an insurer acceptable to the Cumberland County Risk Manager, licensed to do business in North Carolina and will name Cumberland County as an additional insured. Contractor will be required to carry insurance (and furnish proof thereof) to the following minimum limits:

The minimum levels of financial responsibility are as prescribed for motor carriers of passengers pursuant to the provisions of 49 U.S.C. 10927(a)(1), which is \$5,000,000 for vehicles with a seating capacity of 16 passengers or more and \$1,500,000 for vehicles with a seating capacity of 15 passengers or less."

49 U.S.C. 10927(a)(1) is the Interstate Commerce Commission (ICC) regulation enforced by the Federal Motor Carrier Safety Administration(FMCSA), which has been recoded. The new code is 49 CFR 387.25, but it only applies to "for-hire motor carriers transporting passengers in interstate or foreign commerce."

The NC Utilities Commission regulates "for-hire" motor carriers that provide intrastate passenger service to the general public. The State of North Carolina has associated with the FMCSA regulation for interstate providers and adopted the same requirements for intrastate providers. Based on G.S. 62-268 "Security for the Protection of Public; Liability Insurance," the North Carolina Utilities Commission may require any greater amount of insurance as may be necessary for the protection of the public. The rules and regulations of the North Carolina Utilities Commission carry the same weight as law.

THEREFORE, the NC Utilities Commission and the Division of Motor Vehicles require that intrastate "for-hire" motor carriers that provide general public service must maintain the following minimum levels of financial responsibility:

\$1,500,000 for vehicles with a seating capacity of 15 passengers or less, and \$5,000,000 for vehicles with a seating capacity of 16 passengers or more.

Hold Harmless

The contractor agrees to protect, defend, indemnify and hold Cumberland County and the Community Transportation Program, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or cause of action of every kind and character in connection with or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent. Each policy of insurance shall contain the following clause: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the Community Transportation Program has received written notice of such cancellations or reduction."

The contractor will provide the Community Transportation Program, Cumberland County and the Transportation Program Coordinator proof of insurability to the prescribed limits as part of the proposal package and disclose deductibles and self-insured retainers. The contractor shall also identify its insurance agent(s) and underwriting company(s). This documentation must be in a form approved by State Insurance Commission.

Emergency Situations

In cases of accident, injury or traffic violation, the police or other appropriate authorities should be contacted. The driver should always be sent for drug and alcohol testing immediately where injuries are a result of an accident or incident. Contractor must always contact the Community Transportation Program Coordinator within 24 hours of such an event. A standard written accident report must be completed and turned in to the Transportation Program Coordinator within 48 hours. Included with this report shall also be a copy of the police report if applicable. In cases of emergency always dial 911 and seek medical assistance.

Billing

The contractor shall submit a detailed invoice to include a list of clients and units transported, as well as all supporting paperwork to the Transportation Program Coordinator on a monthly basis. Monthly invoices should be submitted by the 5th of each month following provision of service, directed to the Transportation Program Coordinator. Contingent upon preliminary verification of the invoice, the Transportation Program Coordinator will submit the invoice for payment within 15 days from the date the Transportation Program Coordinator receives the paperwork. Checks will be issued according to the Cumberland County Finance Department's check issuance schedule. The Community Transportation Program or Cumberland County Finance Department may, at any time, conduct an audit of any and/or all records kept by the contractor for this service. Any overpayment uncovered in such an audit may be charged against the contractor future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

Records and Reports

The contractor will be responsible for properly maintaining separate records and summaries for this service as deemed necessary by Cumberland County and the Community Transportation Program. The following are the types of information which the Community Transportation Program requires the contractor to keep.

Trip by Trip Records submitted monthly

- Date and time of service
- Name of client and number of units
- No-shows and cancellations

Proposal Cost

Proposers shall submit a proposal based on cost per unit. Proposers are required to submit a Cost Proposal (see attached form) under separate cover.

Confidentiality of Client Information

Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual, the agency and/or the Community Transportation Program.

Safety

The contractor will ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the contractor. Drivers must have the capabilities of using all safety equipment.

Drug and Alcohol Testing

In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Community Transportation Program has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. Contractor agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, contractor agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of the contract nor shall changes require contract modification.

All driver drug and alcohol testing will be completed through a testing site approved by the Community Transportation Program Coordinator. US Healthworks is the current approved site. The Community Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

Records

Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of the contractor. The contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

Meetings

The Community Transportation Program plans to hold Transportation Advisory Board meetings on a quarterly basis for the purpose of discussing service issues and proposed solutions and to maintain open and frequent communications. Occasionally, additional meetings may be required. The meetings are open to the public. Contractors are encouraged to attend.

Termination Conditions

Contracts may be terminated by either party upon thirty days prior written notice. In the event of termination prior to the normal expiration date of any contract, Cumberland County shall compensate the contractor for transportation provided to through and including midnight of the day of termination.

IV. SUBMISSION OF RFP

Questions, changes, and clarifications: To facilitate the clarification of requirements, Proposers are requested to submit questions in writing, no later than 1 business day prior to the pre-proposal conference to:

Ifetayo Farrakhan, Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301

Ifetayo Farrakhan is the Cumberland County Community Transportation Program Coordinator, and is the proper contact for questions regarding this procurement. The Community Transportation Program shall not be responsible in any manner for verbal answers or instructions regarding this RFP. All requests shall be addressed in writing by mail or by email to Ifetayo Farrakhan at ifarrakhan@co.cumberland.nc.us prior to close of business on **February 13, 2020**. All questions and clarification will be addressed at the Pre-Proposal Conference on **February 20, 2020**. No questions or requests for exemptions shall be considered after the Pre-Proposal Conference on **February 20, 2020**. All changes and/or clarifications to the RFP will be issued in an Addendum within three days after the Pre-Proposal Conference.

Selection process: An Evaluation Committee will review and analyze each response. Each proposal will be rated using a scale from 1-5, with 5 being excellent for each of the following criteria:

CRITERIA	WEIGHT
-- Proposal response	25%
-- Qualifications and Experience	25%
-- References	10%
-- Disadvantaged Business Enterprise (DBE) efforts	10%
-- Value for cost	30%

Interviews and/or negotiations may be conducted with each or any of the Proposers selected. Cost shall be considered, but will not be the sole determining factor. The Evaluation Committee may require that the Proposer's staff attend any oral interviews. The Evaluation Committee may also require that some vehicles be present for inspection.

After any requested interviews have been conducted, the Evaluation Committee shall make its recommendation to the Transportation Advisory Board. If the Transportation Advisory Board concurs with the recommendation to the Proposer(s), which, in its opinion, has made the best proposal, it shall recommend for award the contract to that Proposer(s) to the County Manager or the County Board of Commissioners.

Projected Schedule

RFP release	February 5, 2020
Pre-proposal Conference	February 20, 2020
Proposals due	March 5, 2020
Evaluation Committee review	March 10, 2020
Award	April 20, 2020
Start-up date	July 1, 2020

Conditions for Responding

1. Scope: The following terms and conditions shall prevail unless otherwise modified by the Community Transportation Program within this proposal document. The Community Transportation Program reserves the right to reject any proposal which takes exception to these terms and conditions.
2. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The proposal cover letter must be signed by an authorized Proposer and all required information must be provided. A neatly typed document of reasonable length and using the forms provided is preferred. Expenses incurred in developing and submitting a proposal are borne entirely by the Proposer.
3. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a **sealed** envelope to provide confidentiality of the proposal information prior to the proposal opening. All proposals and supporting proposal documents become public information after contract award and are available for inspection by the general public.
4. Accuracy of proposal: Each proposal is publicly opened and the Proposer's name is made part of the public record. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the Proposer will complete the contract. In case of numerical discrepancy, unit costs shall prevail.
5. Submission of proposal: Proposals are to be sealed and submitted to the following address prior to the date and time indicated in the RFP packet:

Ifetayo Farrakhan, Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301

Service and Cost proposal packages should be submitted in separate, sealed envelopes labeled "Service Proposal for The Community Transportation Program" and "Cost Proposal for The Community Transportation Program". If the contractor is submitting more than one proposal, all cost proposals may go in one envelope.

Please submit one original and five copies of the Service Proposal. Only one original Cost Proposal should be submitted for each contract for which is being proposed.

Proposals will be **rejected** if they do not include all items as requested in the submittal checklist on page 26.

General Terms and Conditions

1. Assignment

The contract derived from this RFP shall not be sublet except with the written consent of THE COUNTY. No such consent shall be construed as making THE COUNTY a party to such subcontract, or subject THE COUNTY to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and all transactions with THE COUNTY must be through the Contractor.

2. Changes

THE COUNTY reserves the right to postpone the proposal due date for its own convenience and to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Proposals may be awarded without further discussion or notification of the Proposers.

Changes to the RFP will be made by addendum.

Change orders, once a contract is issued, must be approved by THE COUNTY in writing.

3. Changed Conditions of Performance (Including Litigation)

The Proposer agrees to notify THE COUNTY immediately of any change in law, conditions, or any other event that may significantly affect the Proposer's ability to perform the project in accordance with the terms of the Contract. In addition, the Proposer agrees to notify THE COUNTY immediately of any decision pertaining to the Proposer's conduct of litigation that may affect THE COUNTY interests in the Project. Before the Proposer may name THE COUNTY as a party to litigation for any reason, in any forum, the Proposer agrees to inform THE COUNTY.

4. Nonperformance

Failure to Perform – If the contractor is unable or fails to deliver a significant amount of the service as specified in the scope of work (as determined by THE COUNTY), the COUNTY shall pay the contractor the cost of transportation provided through and including midnight of the day of termination.

5. Conditional Proposals

Conditional proposals, or those which take exceptions to the specifications, may be considered non-responsive and will be rejected.

6. Contract Documents

This Request for Proposals, including, General Terms and Conditions and the Technical Specifications with notes or changes made thereon before signing, along with the Contractor's proposal, are the documents forming the Contract. The Contractor shall only be authorized to begin incurring costs on the project upon receipt of a properly executed "Notice to Proceed" from THE COUNTY.

7. Contractual Obligation of the Bidder/Proposer

Each proposal shall be submitted with the understanding that the acceptance in writing by THE COUNTY of the offer to supply services described therein shall constitute a contract between the Proposer and the purchaser, which shall bind the Proposer on his or her part to furnish and deliver at the proposed price in accordance with the conditions of said accepted proposal and specifications.

8. Errors and Omissions

The Proposer will not be allowed to take advantage of any errors or omissions in the specification. Full instructions to correct errors or omissions will be given to the Proposer, should errors or omissions be called to the attention of THE COUNTY.

9. Exclusionary or Discriminatory Specifications

THE COUNTY is prohibited by Federal and state law from using exclusionary or discriminatory specifications for work. If the Proposer believes that the specifications included in this solicitation are exclusionary or discriminatory, it should avail itself of the Protest Procedure described elsewhere in this document.

10. Financial Assistance Grant

The service described in this Request for Proposals are to be purchased, in part, with the assistance of monies from the North Carolina Department of Transportation and/or the Federal Transit Administration (FTA) of the U.S. Department of Transportation (USDOT). The successful Proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the North Carolina Department of Transportation, the Federal Transit Administration, and THE COUNTY.

11. Governing Law

Each and every provision of this Request for Proposal and the resulting contract agreement shall be construed in accordance with and governed by North Carolina law. The parties acknowledge that this contract is executed in Cumberland County, North Carolina and that the contract is to be performed in Cumberland County, North Carolina. Each party hereby consents to the local court's sole jurisdiction over any dispute that may arise as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the local county.

12. Protest Procedures

(1) Any party aggrieved by a solicitation or award of a contract may protest to the Cumberland County Manager, in writing, within seven days after such aggrieved party knew or should have known of the facts giving rise thereto.

(2) Such protest shall include the detailed facts leading up to the protest.

(3) In the event that the County Manager is unable to settle and resolve any protest relating to the solicitation or contract award he will forward the matter to the full Board of Commissioners in the written format as received from the aggrieved party.

(4) After reviewing the written complaint and hearing comments from the aggrieved party, the Board of Commissioners will make their decision known, in writing, within 60 days of the meeting date. Such decision shall respond, in detail, to each substantive issue raised in the protest.

(5) A pending protest shall halt the procurement until the controversy is resolved, unless, in the opinion of the Commissioners, the award of the contract without delay is necessary to protect the substantial interests of THE COUNTY.

(6) The written decision of the Commissioners shall be final, binding, and conclusive on the parties.

(7) Protests should be transmitted to:

Amy Cannon
County Manager
117 Dick Street
Fayetteville, NC 28301

(8) Protests will only be entertained by the Federal Transit Administration if the aggrieved party is alleging that THE COUNTY does not have, or is failing to follow, written protest procedures.

(9) Pursuit of a protest beyond the decision of the Commissioners must take place in the appropriate State or Federal court holding jurisdiction.

13. Termination of Contract

This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay the contractor the cost of transportation provided to clients through and including midnight of the day of termination.

14. Attorney's Fees

Should the Contractor default pursuant to any of the provisions of this Agreement, the Contractor and its surety shall pay to THE COUNTY such reasonable attorney's fees as THE COUNTY may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

15. Single Proposal Response

If only one proposal is received in response to this RFP, the proposal will not be opened and re-advertisement with a new schedule will be posted.

16. Proposal Withdrawal

Proposals cannot be withdrawn once submitted to Ifetayo Farrakhan.

FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS

for
OPERATIONS and MANAGEMENT CONTRACTS

(SEE ATTACHED FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS)

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ____ day of _____, 20____, in the State of _____;

and the County of _____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids or offers exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

ATTACHMENT D

**CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

ATTACHMENT E

STATE OF NORTH CAROLINA
COUNTY OF _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES (Must be completed and submitted for all bids/quotes requiring service)

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. ☐ Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

☐ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

(SEAL)

My Appointment Expires _____

ATTACHMENT F

STATE OF NORTH CAROLINA
COUNTY OF _____

IRAN DIVESTMENT ACT CERTIFICATION

In accordance to N.C.G.S. 147-86.59, any contractor attempting to contract with the State of North Carolina, North Carolina local governments, or any other political subdivision of the State of North Carolina shall certify at the time of the bid or renewal that the assignee or contractor is not identified on a list created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each contractor, prior to contracting with the State certifies, and the undersigned on behalf of the contractor does hereby certify, to the following:

1. that the Contractor is not identified on the Final Divestment List of entities that the NC State Treasurer has determined engages in investment activities in Iran.
2. that the Contractor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the contractor to make this certification.

The agency shall include the certification in the procurement record.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S.143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

Contractor Signature

Date

Printed Name

Title

State of _____

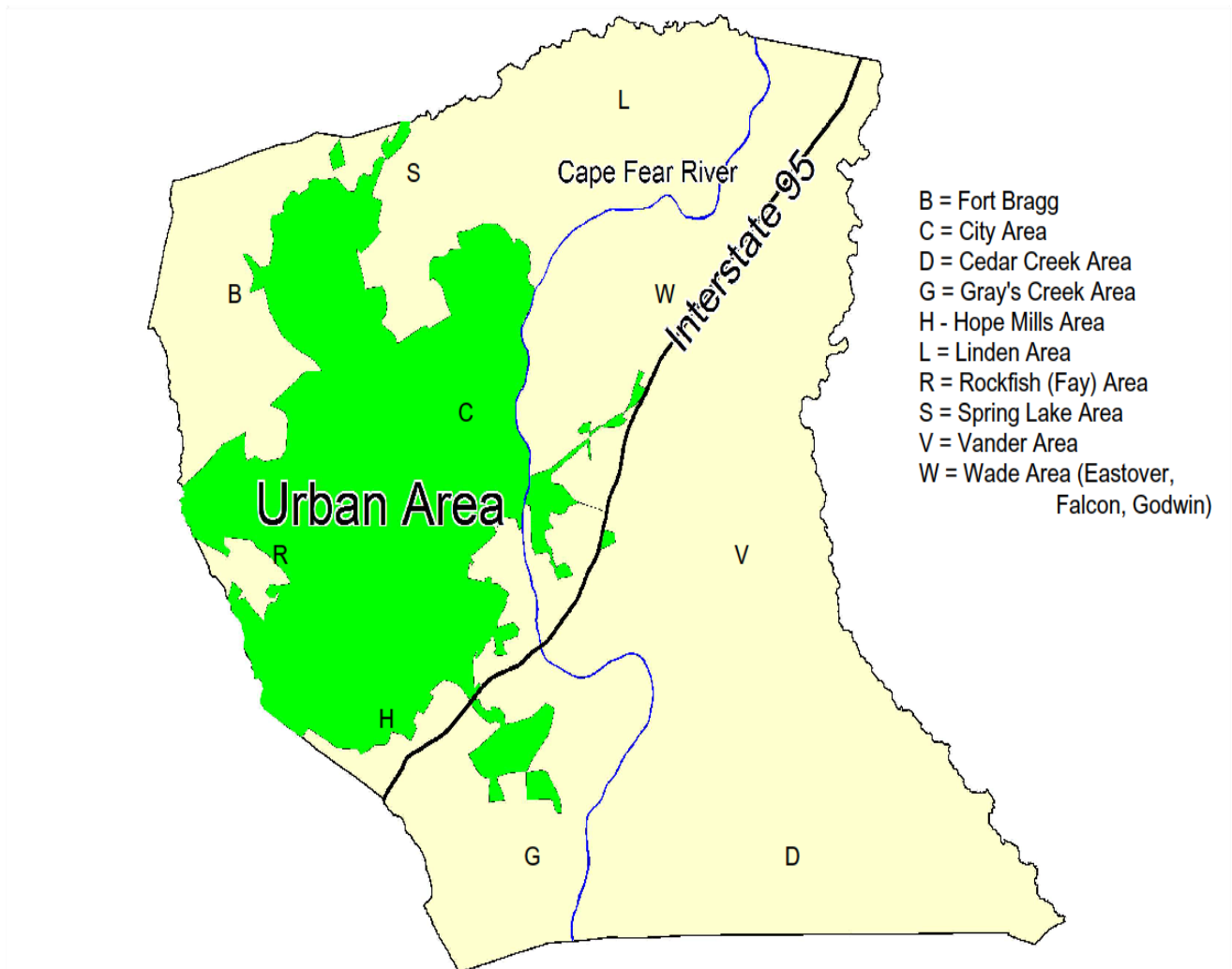
County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT G



V. SUBMITTAL PACKAGE

The following forms must be completed and submitted for a Proposer to be considered a candidate for the contracts described in the RFP. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms. Proposers should turn in the envelope separate from submittal package.

Submittal Checklist

Prior to submitting a proposal, the Proposer should use the following checklist to ensure completeness of the submission package. This form need not be submitted with the proposal.

- One (1) signed Cost Proposal Worksheet in sealed envelope (one per proposal contract)
- One (1) original and five (5) copies of the completed submittal forms package made up of the following documents:
 - Cover letter including a brief description of organization and intention to provide services for the program
 - Information and Qualification Proposal Worksheets
 - Manager's resumes
 - Written driving record from the State Motor Vehicles Division for all drivers
 - Copies of Red Cross certifications, if applicable
 - Articles of Incorporation, if applicable and all business licenses
 - Disadvantaged Business Enterprise (DBE) certification, if applicable
 - Statement of insurability or current insurance policy that shows the minimum insurance threshold listed within this RFP
 - Business References
 - Attachment A
 - Attachment B
 - Attachment C or D (**Only one shall be submitted to be eligible for award**)
 - Attachment E
 - Attachment F

Information and Qualification Proposal Worksheets

(Electronic copies are available upon request.)

1. General Information and Qualifications

A. Identification of Proposer

Name of Organization: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Federal Tax ID # _____

B. Name and Title of Individual to Contact for Further Information:

C. Legal Status of Organization: (Check one)

☐ For-profit corporation or joint venture corporation

☐ For-profit partnership or sole proprietorship

☐ Non-profit corporation

☐ Public agency

☐ Other (identify) _____

D. Description of Organization

Provide a brief description of the major business functions, history, and organizational structure (please provide copy of organizational chart) of the Proposer Organization. Attach and label as "Description of Proposer Organization."

E. Credit References

Attach names, addresses, phone numbers and relation to Proposer of at least three credit references including Proposer's bank. Label the attachment "Credit References."

F. Has Proposer, or any officer or partner of Proposer, failed to complete a contract?

Yes ____ No ____

If yes, give details on separate sheet labeled "Failure to Complete Contract."

G. Proposed subcontractors and consultants

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three references for each proposed subcontractor and consultant. Label these attachments "Proposed Subcontractors and Consultants."

H. Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated, and controlled by minority group members. "Minority Group Members" are defined as Blacks, Hispanics, Asian American, American Indians, Alaskan Natives, or women regardless of race or nationality. A Small Business is defined under Small Business Administration (SBA) section 8(a) rules. Please submit a printout from the NDCOT Directory of Certified DBE's to verify DBE Status. www.ebs.nc.gov/VendorDirectory/default.html

Check the appropriate status of Proposer's business:

DBE _____ Small Business _____
Neither DBE or Small Business _____

I. Vehicles

Does Proposer understand that providing its own vehicles is a necessary component of this proposal?

Yes _____ No _____

Attach descriptions and pictures of proposed vehicles (year, manufacturer, model, number of miles, seating capacity, ADA accessibility, etc.). Label "Proposed Vehicles."

Proposer must provide documentation that accessible vehicles are ADA compliant. These vehicles must meet all vehicle, lift or ramp, wheelchair station, lighting, signage, and any other ADA requirements specified in 49 CFR 38 (*see ADA accessibility attachment*).

J. Is any litigation pending against Proposer or any officer or partner of Proposer's organization?

Yes _____ No _____

If yes, give details on separate sheet labeled "Pending Litigation."

K. Service References

Please tell us about (up to three) similar contracts which the Proposer organization has provided service under. Label additional pages "Service References".

Service Reference # _____

Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contact Person: _____ Telephone Number: (____) _____

Length of Service: from _____ to _____

Please describe the services Proposer provided to this organization by checking as many of the following as apply:

____ Fixed Route	____ Charter
____ Demand Response (Paratransit)	____ Daily School Bus Service
____ Other (describe) _____	

Average number of miles operated per weekday: _____

Days of operation: _____

Average number of vehicles operated per weekday: _____

Types of vehicles operated: _____

Types of users (ex. general public, disabled, etc.): _____

Please use additional sheets to provide any further information about this reference. Label "Additional information: Service Reference # ____".

2. Maintenance Program

Describe how the program Proposer will follow for maintenance, inspection and cleaning of vehicles.

3. Driver Standards

Please describe Proposer's current hiring standards and training and safety programs for drivers. Additionally, please describe your current drug and alcohol policy and testing procedures (Note: Testing must comply with those of the Community Transportation Program upon execution of contract).

4. Service Description

Please provide a detailed description of how Proposer plans to provide this service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which Proposer proposed to exceed should be described. The description should include, but by no means be limited to, Proposer's plan for scheduling and dispatch, administration, management and support, use of radios or cell phones, etc.

5. Implementation and Management Plan

Describe Proposer's strategy and timeline for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality, and efficiency.

6. Safety Policy and Emergency Procedures

In this section, the Proposer should state the company policy on safety and also describe procedures for handling emergency situations.

The Proposer, _____, hereby certifies and affirms to the truthfulness and accuracy of the information provided in the above Information and Qualification Proposal Worksheets Form.

Date

Signature of Proposer

Name and Title of Proposer

EDTAP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

RGP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

EMPL Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA Medical Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA General Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER

DATE: 6/11/2020

**SUBJECT: SUBMISSION OF EMERGENCY WATERSHED PROTECTION (EWP)
PROGRAM GRANT APPLICATIONS**

BACKGROUND

The purpose of this application is for the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) to provide technical and financial assistance to Cumberland County which will serve as the sponsor for Emergency Watershed Protection (EWP) Program Event #5038 (Hurricane Florence) for implementation of recovery measures, that, if left undone, pose a risk to life and/or property. The measures will consist of hazardous debris removal, sedimentation removal and streambank stabilization associated with identified projects included with this memo. A qualified consultant will be obtained to administer and manage the projects on behalf of the County. The Soil and Water Conservation Board approved the projects at its June 12, 2020 Board Meeting.

The table below shows the proposed sources of funding and project costs (estimated to be a total combined funding of \$1,873,591 in federal and state funding) for Rounds 1, 2 and 3:

	Federal Funds Approved (Const.)	Federal Funds Approved (TA/Admin)	Sponsor Match Required	State Funds Allocated*
Phase I EWP	\$748,583	\$120,000	\$249,528	\$249,528
Phase II EWP	114,600	22,920	38,200	38,200
Phase III EWP	135,000	27,000	45,000	45,000
Non EWP				\$372,760
Total	\$998,183	\$169,920	\$332,728	\$705,488

Attached is supporting documentation and the application for each round of funding. The sponsor matches

will be covered by the State and not Cumberland County.

RECOMMENDATION / PROPOSED ACTION

At the June 11, 2020 agenda session meeting, the Board of Commissioners approved placing the following action as a consent item on the June 15, 2020 Board of Commissioners' meeting agenda:

Submission of Round 1, 2 and 3 grant applications for the Emergency Watershed Protection (EWP) Program.

ATTACHMENTS:

Description	Type
Cumberland County State Match Notification Letter	Backup Material
EWP Round 1, 2 and 3 Proposed Projects	Backup Material
Cumberland Round 1 EWP SF424 Application	Backup Material
Cumberland Round 2 EWP SF424 Application	Backup Material
Cumberland Round 3 EWP SF424 Application	Backup Material



Steve Troxler
Commissioner

**North Carolina Department of Agriculture
and Consumer Services**
Division of Soil and Water Conservation

Vernon Cox
Director

June 10, 2020

Mr. Mitch Miller
Cumberland Soil & Water Conservation District
301 East Mountain Drive, Suite 229
Fayetteville, NC 28306

Dear Mr. Miller,

As we discussed earlier today, I am pleased to notify you that the Division of Soil & Water Conservation has allocated **\$705,488** to Cumberland County to match the funds approved by USDA for Phases I-III of the Emergency Watershed Protection Program (EWP) in the County and to cover additional stream debris removal needs identified by the County and District. We will soon be forwarding a contract packet to you to execute this allocation. The scope of work will include the sites approved for EWP funding plus other high priority sites identified by the District.

Please note that this award letter is a substitute for the letter I sent dated June 3, as this letter is revised to include the additional allocation to match Phase III EWP and to cover additional non-EWP sites.

Once you receive the amendment packet, you will need to get the appropriate signatures on the contract and additional supporting documents and return it to the attention of Heather Reichert of our office. She will then obtain signatures from authorized officials in the Department and return the fully executed contract to you. Heather can be reached at 919-707-3768 or Heather.Reichert@ncagr.gov.

Please note that it will be the County's responsibility to obtain all required permits, approvals, and access authority and to satisfy the requirements of the USDA contract for EWP.

We are pleased to support the work of Cumberland County to address the important disaster recovery needs. If you have questions, please feel free to contact Ms. Reichert or me at 919-707-3772 or David.B.Williams@ncagr.gov.

Sincerely,

David B. Williams, Deputy Director

Cc: Vernon Cox
Heather Reichert
Allie Dinwiddie
Jim Kjelgaard

MAILING ADDRESS
Division of Soil and Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

Telephone: (919) 707-3770

An Equal Opportunity Employer

LOCATION
Old Health Building
216 W. Jones St. 3rd Floor
Raleigh, NC 27603

Mary Waligora

CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT
PROPOSED EMERGENCY WATERSHED PROTECTION (EWP) PROJECTS
UNDER EWP ROUND 1, EWP ROUND 2 AND EWP ROUND 3

June 15, 2020

The following locations will be submitted for consideration as part of the request for funding to remove hazardous debris, remove sedimentation and/or stabilize streambanks:

Round 1:

032: Autry: 1321 Clinton Road: \$75,000.00 (NC PE Sealed Design Required)
066: BarcelonaDrBransonCr: \$34,500.00 (NC PE Sealed Design Required)
073: FleaHillDrWadeSite: \$69,000.00 (NC PE Sealed Design Required)
076: MorgantonRdHybartsBrBransonCr: \$99,475.00 (NC PE Sealed Design Required)
033: Cedar Creek: \$138,240.00 (Hazardous Debris Removal)
034: McBrideRdandUnnamedFearTrib: \$3,000.00 (Hazardous Debris Removal)
035: RamseySt-CarverCreek: \$20,000.00 (Hazardous Debris Removal)
036: SlocombRdandUnnamedFearTrib: \$20,000.00 (Hazardous Debris Removal)
037: Vass Road-Unnamed Trib to Little River: \$55,000.00 (Hazardous Debris Removal)
038: W Manchester-Little River: \$4,000.00 (Hazardous Debris Removal)
067: BaywoodRdReeceCr: \$11,500.00 (Hazardous Debris Removal)
068: BuckCrMagnoliaRd: \$5,750.00 (Hazardous Debris Removal)
069: CanadyPondRdUnnamedTrib: \$6,900.00 (Hazardous Debris Removal)
070: CedarCrRdLocksCr: \$81,000.00 (Hazardous Debris Removal)
071: CouncilRdColdCampCr: \$11,500.00 (Hazardous Debris Removal)
072: CoventryRdBuckheadCr: \$47,150.00 (Hazardous Debris Removal)
074: GalatiaChurchRdStuartCr: \$11,500.00 (Hazardous Debris Removal)
075: HW53McKinnonRd: \$17,250.00 (Hazardous Debris Removal)
077: PetersCr: \$142,600.00 (Hazardous Debris Removal)
078: Rt295UnderwoodRdGumLogCanal: \$135,546.00 (Hazardous Debris Removal)
079: SpencerRdBeaverDamCr: \$9,200.00 (Hazardous Debris Removal)

Round 2:

173: ButlerNurseryRdGraysCr \$17,250.00 (Hazardous Debris Removal)
174: CallieRdDitch \$33,350.00 (Hazardous Debris Removal)
175: CedarCrRdHarrisonCr \$33,350.00 (Hazardous Debris Removal)
176: GillisHillRdLitRockfishCr \$33,350.00 (Hazardous Debris Removal)
177: HW210BeaverDamCrTrib \$6,900.00 (Hazardous Debris Removal)
179: SlocombRdTrib \$4,600.00 (Hazardous Debris Removal)
356: SlocombRd2 \$12,000.00 (Hazardous Debris Removal)
357: SuggsTurnbullCr \$12,000.00 (Hazardous Debris Removal)

Round 3:

391: PennystoneDr \$60,000.00 (Debris Removal/Bank Stabilization) (NC PE Sealed Design)
392: Myrover-Reese \$60,000.00 (Hazardous Debris Removal/Sediment Removal)
393: BainbridgeRd \$60,000.00 (Hazardous Debris Removal)

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OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER

DATE: 6/11/2020

**SUBJECT: CONTRACT WITH FREESE AND NICHOLS, INC. AND ASSOCIATED
BUDGET AMENDMENT #200250 FOR THE NORCRESS WATER AND
SEWER DISTRICT**

BACKGROUND

The Public Utilities Division solicited Statements of Qualifications from qualified individuals or firms to provide engineering services to conduct a comprehensive sewer evaluation and prepare a sanitary sewer capital improvement plan. Seven firms responded. The Public Utilities Division, Engineering Division, and staff from Public Works Commission (PWC) reviewed the documents and scored them separately. Our scores were then summarized with Freese and Nichols having the highest score of the seven firms. Staff discussed the final scope of services and negotiated a fee of \$104,500 with Freese and Nichols.

The budget amendment also includes funds in the amount of \$25,000 that are needed to pay additional operation and maintenance invoices from PWC. The NORCRESS sewer system continues to experience operational issues due to a long, low force main which has gas binding and sludge accumulation creating inefficiencies with the lift station pumps. The top priority of the above-mentioned scope of services with Freese and Nichols is to find the best course of action to prevent these issues and restore the sewer system operation to original design standards.

RECOMMENDATION / PROPOSED ACTION

At the June 11, 2020 agenda session meeting, the Board of Commissioners approved placing the following action as a consent item on the June 15, 2020 Board of Commissioners' meeting agenda:

1. Approve Contract Agreement with Freese and Nichols in the amount of \$104,500.
2. Approve Budget Ordinance Amendment #200250 in the amount of \$129,500 for the Contract Agreement with Freese and Nichols and the additional funds to cover additional operations and maintenance expenses.

ATTACHMENTS:

Description	Type
Proposed Contract with Freese and Nichols, Inc. for NORCRESS Water & Sewer District	Backup Material

CONTRACT

THIS CONTRACT, made the 8th day of June, 2020 between the County of Cumberland, a body politic and a subdivision of the State of North Carolina, acting by and through its NORCRESS Water and Sewer District, hereinafter referred to as COUNTY, and Freese and Nichols, Inc., a business located at 1017 Main Campus Drive, Suite 1200, Raleigh, NC 27606 hereinafter referred to as CONTRACTOR.

WITNESSETH:

THAT WHEREAS, a contract for NORCRESS Comprehensive Sewer Evaluation and Sanitary Sewer Capital Improvement Plan has recently been awarded to CONTRACTOR by the COUNTY, at and for a sum of:

(\$104,500) as shown in the Proposal attached hereto:

AND WHEREAS, it is provided in said award that a formal contract would be executed by and between CONTRACTOR and the COUNTY, evidencing the terms of said award, and that CONTRACTOR would commence the work to be performed under this agreement on a date to be specified in a written order by the COUNTY, and would fully complete all work within 180 calendar days from the date the Notice to Proceed is issued.

NOW, THEREFORE, CONTRACTOR doth hereby covenant and agree with the COUNTY that it will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and in accordance with the Plans, at and for a sum named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

CONTRACTOR shall promptly make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon.

CONTRACTOR shall be responsible for all damages to the property of Cumberland County and other utilities that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of the CONTRACTOR, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. CONTRACTOR must restore all property so injured to a condition as good as it was when CONTRACTOR entered upon the work.

CONTRACTOR shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of the CONTRACTOR, its agents, employees or workmen. CONTRACTOR shall also indemnify and save harmless the COUNTY, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the COUNTY, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or any other act or omission of CONTRACTOR, its agents, employees, servants, or workmen.

It is agreed and understood that the Advertisement for Bids, Instructions To Bidders, the General Conditions, the Specifications, the accepted Proposal, and the enumerated addenda and drawings are parts and parcels of this Contract, to the same extent as if incorporated herein in full.

And the COUNTY doth hereby covenant and agree with CONTRACTOR that it will pay to CONTRACTOR, when due and payable under the terms of said Specifications and said award, the above mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

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.

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.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, CONTRACTOR and the COUNTY have duly signed and sealed this Contract.

(Imprint corporate seal below this line)

ATTEST:

Megan H. Kanani

By:

John Brown

Title:

Vice President

ATTEST:

COUNTY OF CUMBERLAND COUNTY

W. Marshall Faircloth, Chairman

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

County Finance Office

Approved for Legal Sufficiency

County Attorney's Office



Innovative approaches
Practical results
Outstanding service

1017 Main Campus Dr., Suite 1200 + Raleigh, North Carolina 27606 + 919-582-5850 + FAX 817-735-7491

www.freese.com

Scope of Services Cumberland County/NORCRESS

Comprehensive Sewer Evaluation and Sanitary Sewer Capital Improvement Plan

INTRODUCTION

The Northern Cumberland Regional Sewer System (NORCRESS) is a partnership between the Towns of Godwin, Falcon, and Wade, as well as Cumberland County to provide sanitary sewer to the residents of these areas. The systems have been in service since October 2005 and currently serve three hundred and ninety-five (395) residential and commercial customers. Cumberland County owns the collection system and contracts with Fayetteville Public Works Commission (PWC) to treat and perform the operation and maintenance work for the system. The system has 78,692 feet of force main and four lift stations (see attached Figure 1).

The project will provide the County with a detailed overview of the sanitary sewer system needs, required infrastructure to meet those needs, and a plan to achieve those needs on a short-term and long-term basis. The evaluation will provide the County with possible corrective actions needed to improve the operations of the existing system. One specific issue that NORCRESS has identified as an area for corrective action is its 7-mile long, 8-inch diameter force main that conveys roughly 60,000 gpd flow from the Falcon lift station. This long force main has created operational challenges of gas binding and sludge accumulation, which is causing inefficiencies with the pumps at the lift station.

SCOPE OF SERVICES

Task 1 – Project Kickoff Meeting, Data Collection and Review

FNI will conduct a kickoff meeting with NORCRESS staff to introduce the FNI project team, review the scope of services and project schedule, and identify communication approaches. The kickoff meeting will also include a discussion of the background/history on the NORCRESS sewer system.

During the kickoff meeting, FNI will meet with the NORCRESS to determine the project team participants, needs and schedule. The following items will be discussed during the meeting:



Scope of Services: Sewer Evaluation & CIP
Cumberland County/NORCRESS
June 8, 2020

- Project goals
- Project schedule
- Data collection for review by FNI
- Communication and Information flow for the project
- Additional entities to coordinate with in the development of the project

NORCRESS will provide the following documents, if available, to FNI for review:

- Existing sewer system GIS data
- Lift station record drawings
- Lift station operational data
- SCADA data
- Work order logs
- SSO locations

FNI will conduct two months of flow monitoring for each lift station basin to support the modeling analysis and identify areas of high Inflow/Infiltration (I/I). The flow monitoring scope shall include the following:

- Temporary flow monitor site selection, reconnaissance, and deployment plan
- Temporary flow monitor installation, calibration, and data collection
- Rain gauge installation and monitoring
- Online data monitoring
- Analyze flow monitor data, clean data (if needed) and identify trends
- I/I Characterization and Ranking

Deliverable:

Data collection log, Flow monitoring data, I/I summary

Task 2 – Hydraulic Modeling

FNI will utilize existing InfoSWMM hydraulic model (as provided by PWC) for the NORCRESS system to evaluate the gravity system, lift stations and force mains. The model will establish existing and future system flows and help NORCRESS to identify locations with capacity constraints under peak wet weather flow conditions. The modeling scope and results shall include the following:

- Existing flows evaluation: based on meter data (flows delivered to the PWC) and water meter billing data
- Develop future flow forecasts based on land use plan and demographic data
- Follow PWC naming convention
- Recommend design peaking factor based on flow data and peak flow use
- Verify existing loads in model based on water meter data and LS SCADA
- Verify lift station details and pump curves from as-builts
- Compare model dry weather flows with flow monitoring data
- Compare model wet weather flows with peak flows from flow monitoring data
- Existing system analysis
- Future system analysis



Scope of Services: Sewer Evaluation & CIP
Cumberland County/NORCRESS
June 8, 2020

The hydraulic model will be used to identify future projects for the County's Capital Improvements Plan (CIP) for the 5-year and 20-year planning periods. CIP projects will be documented with detailed project descriptions, project drivers, phasing, and opinion of probable construction costs (OPCC).

Deliverable:

Initial hydraulic modeling files, existing and future system results mapping, CIP project sheets and summary and OPCCs

Task 3 – Asset Management

FNI will conduct a risk-based assessment at each lift station to identify deficiencies that may reduce the useful life of the component assets at each station. Risk based assessments will include the following:

- Meeting with Operations to discuss maintenance history
- Review work order history
- Evaluate historical operation as available from SCADA
- Draw down testing with each pump
- Civil/site, structural, mechanical, and electrical assessment (including standby generators)

The assessment information will be utilized in conjunction with existing material and age for gravity pipelines and force main to identify the effective and remaining useful life for each asset. Standard degradation curves and estimate of replacement costs will be utilized to establish a prioritization for asset replacement or repair.

Deliverable:

Life cycle analysis, prioritization ranking for assets

Task 4 – Lift Station and Force Main Evaluation

FNI will assess the operational procedures of the NORCRESS existing lift station and force main systems to identify changes that could provide more efficient operations and identify possible entry and retrieval points for pigging stations along the existing force main(s).

FNI will conduct a desktop analysis of the existing lift station and force mains (4). Upon completion of the desktop analysis, FNI will recommend condition assessment technology or technologies to be used for field analysis. Generally, the analysis will include the following:

- Perform a site investigation of the pipeline alignment to collect information. Locate existing air release valves and discuss operation and maintenance of valves with NORCRESS staff. Meet with operations and maintenance staff to discuss historical maintenance history.
- Perform a comprehensive evaluation of the location, pipe material, pipe diameter, pipe hydraulics and other parameters that impact the selection of pipeline inspection and condition assessment tools. Identify high priority segments for field inspection.



Scope of Services: Sewer Evaluation & CIP
Cumberland County/NORCESS
June 8, 2020

- Utilizing the information gathered above, determine the most effective and economical inspection technologies and field inspection methodologies to assess the condition of the high priority pipe segments. Pipe thickness will be measured for DIP segments located at ARVs on the force main pipelines as accessible.
- The evaluation findings and recommendations for condition assessment of force mains will be summarized in the final Technical Memorandum (TM) provided in Task 5. Included in the TM will be schedule and cost considerations. The recommended condition assessment may include several technologies to allow for a multi-phase approach depending on the results of the Initial inspection.
- The results of the initial analysis will recommend further field testing for the pipeline. This task includes the field testing to be performed which may include a variety of approaches included but not limited to visual inspection, CCTV, tethered and/or non-tethered acoustic testing and/or electromagnetic testing.

Deliverable:

Desktop analysis results, pump testing results, force main testing results (as required)

Task 5 – Project Reporting

At the completion of the project, FNI will develop a comprehensive technical memorandum (TM) report that summarizes the hydraulic modeling, asset management, and lift station and force main assessments. FNI will provide NORCESS with a draft TM report in PDF format for internal review, meet with staff to review and solicit comments, and finalize the report.

Deliverable:

Technical Memorandum

SCHEDULE

The project schedule associated with the above scope of work includes a total of 180 days to complete the project as is shown below:

- Task 1 – Data Collection and Review: Completed within 30 days of NTP
 - Flow Monitoring: Completed within 60 days of installation
- Task 2 – Hydraulic Modeling: Completed within 15 days of flow monitoring
- Task 3 – Asset Management: Completed within 45 days of NTP
- Task 4 – Lift Station and Force Main Evaluation: Completed within 45 days of NTP
- Task 5 – Project Reporting: Draft TM Report completed within 15 days of hydraulic modeling task, Final TM Report completed within 15 days of County comments on Draft TM

Scope of Services: Sewer Evaluation & CIP
Cumberland County/NORCRESS
June 8, 2020



COMPENSATION

FNI proposes to furnish services as described herein in accordance for the lump sum fee of One Hundred Four Thousand Five Hundred Dollars (\$104,500) for Basic Services broken down as follows:

- Task 1 – Project Management, Data Collection and Review = \$15,000
 - Flow Monitoring = \$26,000 (*assumes 4-5 meters for 2 months*)
- Task 2 – Hydraulic Modelling = \$15,000
- Task 3 – Asset Management = \$23,000
- Task 4 – Lift Station and Force Main Evaluation = \$12,000
- Task 5 – Project Reporting = \$13,500

If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the County before proceeding.

ADDITIONAL SERVICES

The following services are not included in the proposed scope described in the tasks above. However, FNI can provide these services, if needed, upon the County/NORCRESS's written request. These Additional Services include, but are not limited to, the following:

- Extended flow monitoring = \$750/meter/week
- Extended rainfall monitoring = \$150/gauge/week
- Relocate flow monitor to new site = \$500/meter
- Visual manhole inspections = \$75/manhole
- MACP manhole inspections including scans = \$130/manhole



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 6/11/2020

SUBJECT: AMENDMENTS TO THE 2019 ANNUAL ACTION PLAN AND REQUEST TO HOLD A PUBLIC HEARING

BACKGROUND

The 2019 Annual Action Plan (for the period July 1, 2019 – June 30, 2020) was approved by the U.S. Department of Housing and Urban Development (HUD) in August 2019. The 2019 Annual Action Plan allocated the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funds and other competitive funding awarded in accordance to the 2015-2020 Consolidated Plan.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT), Public Law 116-136, was signed, providing \$5 billion for CDBG to rapidly respond to the coronavirus disease 2019 (COVID-19) and the economic and housing impacts caused by COVID-19. Due to this crisis, the U.S. Department of Housing and Urban Development (HUD) announced the allocations of CARES Act funding for CDBG grantees. Cumberland County will receive \$509,194 of the supplemental CDBG funding (CDBG-CV). In addition, the CARES Act allows CDBG grantees flexibility to amend its plans to be able to use CDBG-CV funds for the Program Year 2019.

It is recommended by HUD that grantees amend their most recent annual action plan under the new provisions by adding the CDBG-CV allocation in their plans as an available resource for the year. Grantees are required to identify the proposed use of the funds and how the funds will be used to prevent, prepare for, and respond to coronavirus.

Therefore, Cumberland County Community Development is proposing to amend the 2019 Annual Action Plan to include the CDBG-CV funds in the amount of \$509,194 to be used for an economic development project – Small Business Resiliency Program and administrative costs. HUD has suspended the 15% cap for public services to allow grantees to expand on this activity in order to meet the needs related to COVID-19.

The Citizen Participation Plan is being amended to include changes made to the public review and comment

period and distribution sites. As part of the citizen participation process, public review and comment period is required. The public review and comment period will be from June 5, 2020 through June 15, 2020. The proposed amendments will be made available for public review and comment on the County's Community Development website and throughout other locations to include the County's Community Development office.

RECOMMENDATION / PROPOSED ACTION

At the June 11, 2020 Agenda Session Meeting, the Board of Commissioners approved holding a public hearing to allow for public comment on the Amendments to the 2019 Annual Action Plan and the Citizen Participation Plan at the June 15, 2020 Board of Commissioners' meeting. Community Development propose that the Board of Commissioners take the following actions:

1. Hold the Public Hearing to allow for public comment on the Amendments to the 2019 Annual Action Plan and the Citizen Participation Plan.
2. Approve the submission of the amended 2019 Annual Action Plan and the Citizen Participation Plan to HUD.

ATTACHMENTS:

Description	Type
Amendments to the 2019 Annual Action Plan & Citizen Participation Plan	Backup Material

DRAFT SUBSTANTIAL AMENDMENT TO THE PROGRAM YEAR 2019 ANNUAL ACTION PLAN AND CITIZEN PARTICIPATION PLAN

The following is a summary and draft language for the amended 2019 Annual Action Plan and Citizen Participation Plan

Background

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT), Public Law 116-136, was signed, providing \$5 billion for CDBG to rapidly respond to the coronavirus disease 2019 (COVID-19) and the economic and housing impacts caused by this unprecedented crisis.

The County of Cumberland will receive \$509,194 in Community Development Block Grant – Coronavirus (CDBG–CV) funding. The Consolidated and Annual Action Plans describe the housing and community development needs, as well as activities to address those needs as defined and funded by the U.S. Department of Housing and Urban Development (HUD). As required by HUD, the Consolidated Plan and Annual Action Plan brings together, in one (1) consolidated submission, the planning and application aspects of the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

The County's Citizen Participation Plan describes the efforts Cumberland County will use to encourage residents to participate in preparing the plans. It also outlines the process for public review and comment when a substantial amendment to the plans are proposed. The following changes constitute a substantial amendment and require public notice as described in the County's citizen participation plan:

- A change in allocation priorities or a transfer of funds between programs, the amount of which is greater than 25% of the total funds in the dispersing program;
- When a previously proposed program will be deleted or if a new program is added to the Consolidated Plan or the Annual Action Plan; and
- To change the purpose, scope, location, or beneficiaries of an activity.

Proposed Amendments to the Annual Action Plan

The CDBG-CV funds allocated under the CARES Act may be used for a range of eligible activities that prevent and respond the spread of infectious diseases such as the COVID-19. The proposed activities must meet the three National Objectives as required by CDBG regulations:

- Benefit low-and-moderate income person;
- Aid in the prevention or elimination of slums or blight; or
- Meet an urgent need.

Funds will be used to prevent, prepare for or respond to coronavirus (COVID 19) through activities consistent with action plan goals including provision of economic opportunities and program administration. Therefore, County Community Development staff is recommending allocating the funds as follows:

CDBG-CV	Allocation
FY-19-20 CDBG-CV	\$509,194
Administration (10%)	\$50,919
Economic Development - Small Business Resiliency Program	\$458,275
Total CDBG-CV Allocations	\$509,194

The 15% public services cap has been waived for the 2019 program year and additional CDBG-CV funds for activities that prevent, prepare, and respond to COVID-19. The 15% public services cap is also waived for the upcoming 2020 program year for coronavirus efforts. The economic development program will be amended to allow for grants to eligible small business negatively impacted by the COVID-19 pandemic.

An update will be made to the planning and administrative activities directly related to the CDBG and CDBG-CV grants. Also, an amendment will be made to the amount that can be used for urgent need activities to the maximum allowed to maintain the 70% low to moderate income (LMI) benefit requirement.

Proposed Amendment to the Citizen Participation Plan

The County's Community Development Department is also proposing the following revisions to the Citizen Participation Plan in response to declared disasters or emergency events:

- Update the types of declared disasters or emergency events to include infectious diseases, such as the recent coronavirus 19 (COVID-19) pandemic, that may necessitate expedited substantial amendments;
- Remove the requirement to hold in-person public hearings in order to comply with national and local social gathering requirements;
- Includes virtual hearings as an allowed method for citizen participation;
- Allow the County to provide no less than five (5) days for public comments on substantial amendment(s) to plans;
- Outline possible actions, including reprogramming of funding and types of possible activities that may be undertaken in response to declared disasters and emergency events;
- Include other provisions relative to citizen participation and waivers made available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and future declared disasters or emergency events;
- Include provisions relative to the North Carolina General Statutes for holding public hearings; and
- Perform minor edits and formatting that do not change current citizen participation policies.

Public Review and Comment

Pursuant to HUD regulations, the County's Citizen Participation Plan, and current HUD waivers for grant programs and consolidated plan requirements to prevent the spread of COVID19, the County's Community Development Department has the amended plans available for public review and comment from June 5, 2020 through June 15, 2020 with a virtual hearing scheduled on June 15, 2020 at 6:45 p.m. Public comments and allocation recommendations will be included in the Substantial Amendments that is submitted to HUD. The original and revised plans can be found at the County's Community Development website at:

http://www.co.cumberland.nc.us/departments/community-development-group/community_development/plans-reports



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 6/15/2020

SUBJECT: CONSIDERATION OF DESIGNATION OF VOTING DELEGATE TO 2020 ANNUAL CONFERENCE

BACKGROUND

Article VI, Section 2 of the NCACC's Constitution provides: "On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which had paid the current year's dues."

The NCACC 113th Annual Conference Business Session will be held by virtual platform on Thursday, August 6, 2020 at 11:00 AM. Each county will be entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President.

In order to facilitate the voting process, the NCACC asks that each county designate one voting delegate (and also may assign one alternate voting delegate) prior to Annual Conference using the attached Designation of Voting Delegate form.

RECOMMENDATION / PROPOSED ACTION

Designate a voting delegate and one alternate voting delegate in the event the voting delegate is unable to attend the NCACC's virtual Annual Business Session on August 6, 2020 at 11:00 AM.

ATTACHMENTS:

Description

Type

Designation of Voting Delegate to NCACC Annual Conference Form

Backup Material



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 113th Annual Conference of the North Carolina Association of County Commissioners to be held during the **virtual*** Annual Business Session on August 6, 2020, at 11 a.m.

Voting Delegate Name: _____

Title: _____

In the event the designated voting delegate is unable to attend, _____ has been selected as _____ County's alternate voting delegate.

Alternate Voting Delegate Name: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Alisa Cobb via email by **Monday, August 3, 2020** close of business:

Email: alisa.cobb@ncacc.org

***Please note – due to the COVID-19 pandemic, the 113th NCACC Annual Conference will be held virtually with voting taking place via an electronic platform.**



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 6/12/2020

**SUBJECT: CONSIDERATION OF TRANSFER OF GOLDEN LEAF GRANT AWARD TO
THE SOUTHERN REGION AREA HEALTH EDUCATION CENTER (SR-
AHEC)**

BACKGROUND

The Cumberland County Workforce Development Board (CCWDB) was previously approved by the Board of Commissioners to apply for a regional Golden LEAF grant. In April, the CCWDB was notified that it would be awarded \$300,000 grant to address the recruitment and retention of nursing students. Discussions were soon undertaken, and a request for an extension to complete the required grant agreement was submitted and approved, while the CCWDB worked to determine the most appropriate entity to administer this grant and the associated program.

SR-AHEC was contacted, and they have agreed SR-AHEC are well suited to administer and coordinate this regional effort to improve the recruitment and retention of nursing students across their catchment area. Golden LEAF is in agreement with this change, and all that is required at this point is formal approval by the Board of Commissioners to transfer this grant award from the CCWDB to SR-AHEC.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval to notify Golden LEAF that it supports transferring the Regional Nursing Pipeline Grant Award from the CCWDB to SR-AHEC.

ATTACHMENTS:

Description

GL Grant Agreement

Type

Backup Material

REC'D.
4/15/20
(7)

BOARD OF DIRECTORS

April 7, 2020

MURCHISON "BO" BIGGS
CHAIR
LUMBERTON, NC

S. LAWRENCE DAVENPORT
GREENVILLE, NC

BARRY Z. DODSON
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TOM TAFT
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WILSON, NC

SCOTT T. HAMILTON
PRESIDENT,
CHIEF EXECUTIVE OFFICER

Ms. Nedra Clayborne-Rodriguez
County Manager
County of Cumberland
Greater Cumberland County Sector Partnership
414 Ray Ave
Fayetteville, North Carolina 28301

Dear Ms. Clayborne-Rodriguez:

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved a grant for your project, "Improving the Regional Nursing Pipeline – Professional Development," in the amount of \$300,000.00. We trust that this support will further your work to the benefit of North Carolinians.

Enclosed are two copies of our Grantee Acknowledgement and Agreement, which includes details regarding administration of the grant, including the payment schedule and reporting requirements. Please read your grantee agreement carefully and take note of special conditions that may apply to your grant award.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grants management workshop. We will provide you the dates and locations of upcoming workshops in the near future.

Upon receipt of one original signed Grantee Acknowledgement and Agreement form, documentation that any requisite conditions have been met, and a written request for payment, we will make the first disbursement of funds in connection with your project. As outlined in the Grantee Acknowledgement and Agreement, subsequent payments will be forwarded upon the receipt of the required reports. Reporting forms can be accessed at our website, www.goldenleaf.org, or by contacting us at 888-684-8404 or at programs@goldenleaf.org.

All publicity and printed materials regarding projects or activities funded in whole or in part by this grant should contain the following

Ms. Nedra Clayborne-Rodriguez
April 7, 2020
Page 2

language: **"This project received support from the Golden LEAF Foundation."**
The Golden LEAF logo is to be displayed in all of the publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.

Please let me or any member of our programs staff know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on your grant award. We look forward to learning about your accomplishments.

Sincerely,



Scott T. Hamilton
President, Chief Executive Officer

SH:bs

Enclosures: as stated

cc: Ms. Jennifer Watson, Corporate Director, Organizational Development & Talent Management, CFVMC

The Golden LEAF Foundation (“Golden LEAF”)

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Cumberland / Greater Cumberland County Sector Partnership
2. Project File Number & Title: FY2020-114 / Improving the Regional Nursing Pipeline – Professional Development
3. Purpose of Grant: This grant provides funding for professional development to help reduce nursing student attrition. Nursing faculty, preceptors and educators from 14 school districts, community colleges, and universities will be trained to implement a model that helps students succeed despite barriers they face. The training will be delivered in a series of sessions over two years, with a third year designed to develop a train-the-trainer component of the project. Two cohorts are expected to complete the training within the first two years. A goal of the project is to achieve a five percent or greater increase in nursing student retention rates annually at all participating post-secondary institutions and to improve graduation rates. By implementing a train-the-trainer model, participants at partner institutions will offer repeat coursework and training every six months to capture new faculty and nurses. Southern Regional AHEC will host an online community to facilitate continued collaboration, communication, and the sharing of best practices that can improve faculty skills and increase student retention.
4. Amount of Grant: \$300,000.00
5. Award Date: 4/2/2020 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 36 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Grantee submitting a project management plan (“PMP”) that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).

- e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity

or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.
12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.
13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any

conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.

14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.
- h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.

21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **“This project received support from The Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the Grantee’s publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____



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

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 6/12/2020

SUBJECT: CONSIDERATION OF RESOLUTION AGAINST RACIAL INJUSTICE

BACKGROUND

At the Agenda Review Session on June 11, the Board of Commissioners voted unanimously to add a resolution opposing racial injustice to the regular board meeting on June 15 and that the resolution should include actions the county will take to promote diversity, equity and inclusion.

RECOMMENDATION / PROPOSED ACTION

Consider the attached Resolution of the Cumberland County Board of Commissioners Against Racial Injustice.

ATTACHMENTS:

Description

Resolution Against Racial Injustice

Type

Backup Material

RESOLUTION OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS
AGAINST RACIAL INJUSTICE

WHEREAS, the Cumberland County Board of Commissioners is deeply saddened by the horrific and senseless death of George Floyd, and

WHEREAS, Mr. Floyd's death has resulted in an outcry from citizens across the nation and in our own community seeking acknowledgement of social injustice and calling for action to change systemic racism, and

WHEREAS, Cumberland County Government is committed to our core value of treating all people with respect, dignity and understanding, and

WHEREAS, County policies prohibit discrimination and harassment, the Board of Commissioners calls on the organization to take additional steps to promote diversity, equity, and inclusion, and

WHEREAS, a County Diversity and Equity Committee comprised of representatives from a cross section of internal departments will be created and charged with developing recommendations, procedures and a strategic plan outlining goals to advance diversity, equity and inclusion within the organization while focusing on the areas of recruitment, training, internal operations, and community outreach.

NOW THEREFORE, BE IT RESOLVED that the Cumberland County Board of Commissioners stands firmly against racial injustice and will work to bring lasting change by promoting a more equitable and inclusive community and workplace.

Adopted this 15th day of June 2020.

Cumberland County Board of Commissioners
By:

Marshall Faircloth, Chair

Attest:

Candice H. White, Clerk to the Board



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 6/11/2020

**SUBJECT: FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU (FACVB)
BOARD OF DIRECTORS (1 VACANCY)**

BACKGROUND

The Fayetteville Area Convention and Visitors Bureau (FACVB) Board of Directors has the following one (1) vacancy:

Hotel/Motel Over 100 Rooms Representative:

Adam Collier – completed first term. Eligible for reappointment.
Mr. Collier indicated he is willing to serve a second term.

I have attached the current membership list and applicant list for this Board.

RECOMMENDATION / PROPOSED ACTION

Nominate individual to fill the one (1) vacancy above.

ATTACHMENTS:

Description

FACVB Board of Directors Nomination Backup Information

Type

Backup Material

Fayetteville Area Convention and Visitors Bureau Board of Directors

The purpose of the Fayetteville Area Convention and Visitors Bureau Board of Directors is to encourage travel and tourism in Cumberland County and to engage in any lawful act or activity for which non-profit corporations may be organized under Chapter 55A of the North Carolina General Statutes.

Statutory Authorization: Chapter 983, House Bill 1590

Member Specifications:

11 Members with Specific Categories:

- Cumberland County Manager or his/her designee (1)
- Manager of the City of Fayetteville or his/her designee (1)
- General Manager of the Crown Complex or his/her designee (1)
- Representatives nominated by hotels and motels within the county which have in excess of 100 rooms and appointed by the County Commissioners. (2)
- Representatives nominated by hotels and motels within the county which have less than 100 rooms and appointed by the County Commissioners. (2)
- Chairman of the Airborne Special Operations Museum Board of Directors (1)
- Representative of a hotel or motel within Cumberland county which has rooms subject to the Occupancy Tax and meeting space in excess of 6,000 square feet which shall be elected by the Board of Directors upon recommendation of a Nominating Committee appointed by the Chairman (1)
- Representative of a hotel or motel within Cumberland county which has rooms subject to the Occupancy Tax and shall be elected by the board of Directors upon recommendation of a Nominating Committee appointed by the chairman (1)
- At-large member, appointed by the Board of County Commissioners which is representative of one or more of the following groups: 1) arts/cultural community; 2) business community; 3) military; and has a demonstrated interest in travel and tourism in the County (1)

Term: 3 Years

Compensation: None

Duties:

- Responsible for reviewing, approving and monitoring the financial integrity of the Fayetteville Area Convention and Visitors Bureau;
- Helps establish and monitor the implementation and administration of policies and programs;
- Approves and supports the Fayetteville Area Convention and Visitors Bureau's programs within the community;

FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS
3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Hotel/Motels under 100 rooms Representatives:</u>				
Sharon Lee Ambassador Inn 2035 Eastern Blvd Fayetteville, NC 28306 910-485-8135	6/19	2nd	Mar/22 3/31/22	No
Suresh Patel Crown Inn 2502 Gillespie Street Fayetteville, NC 28306 910-487-6107 SURES14@YAHOO.COM	11/17	1st	Nov/20 11/30/20	Yes
<u>Hotel/Motel over 100 rooms Representatives:</u>				
Laura Leal Hampton Inn Cross Creek 6626 NC Hwy 210 S Stedman, NC 28391 910-286-3464	9/18	2nd	Sept/21 9/30/21	No
Adam Collier Fairfield Inn & Suites 4249 Ramsey Street Fayetteville, NC 28311 910-223-7867	5/17	1st	May/20 5/31/20	Yes
<u>At Large</u>				
Becki D. Kirby 2020 Calista Circle Fayetteville, NC 28304 910-261-4168	9/18	2nd	Sept/21 9/30/21	No
<u>Representative, Hotel/Motel with meeting space in excess of 6,000 square feet</u>				
<u>FACVB Appointee:</u>				
Sanda Budic Doubletree Hotel 1965 Cedar Creek Road Fayetteville, NC 28312 323-8282	7/18	2nd	June/21 6/30/21	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Hotel/Motel Representative</u>				
<u>FACVB Appointee:</u>				
Subodh Thakur	7/18	2 nd	June/21	No
Regency Inn			6/30/21	
521 Ramsey Street				
Fayetteville, NC 28301-4911				
483-2621(W)				

ASOM Representative:

Jim Soffe
1414 Lakeview Drive
Fayetteville, NC 28305
910-391-3602

Ex-officio Members:

Cumberland County Manager or his/her designee position
Amy Cannon, County Manager

General Manager of the Crown Complex or his/her designee position
James Grafstrom, CEO/Coliseum Complex Manager

Manager of the City of Fayetteville or his/her designee position
Doug Hewett City Manager

Contact: John Meroski (or Kelly Brill), Fayetteville Area Convention & Visitors' Bureau – 483-5311

Meetings: Quarterly on the Fourth Wednesday (starting in January) at 12:00 pm – Fayetteville Area Convention and Visitors Bureau, Board Room, 245 Person Street

APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BLEVINS, MARY ELIZABETH (W/F) 1442 SEABISCUIT DRIVE PARKTON NC 28371 910-853-4539 THESHOEDIVA@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: HOPE MILLS CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC	EXECUTIVE DIRECTOR HOPE MILLS CREATIVE ARTS	ASSOCIATES -ART
DAWKINS, JUDY (W/F) 2004 MORGANTON ROAD FAYETTEVILLE NC 28305 323-4974/237-6785 JMWDAWKINS@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	RETIRED CIVIL SERVICE	SOME COLLEGE
GUY, DAVID NICHOLSON III 305 WOODCREST ROAD FAYETTEVILLE NC 28305 910-850-8004 DAVIDNGUY02@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	REAL ESTATE BROKER CONTRACTOR	BS-BUSINESS MANAGEMENT
MOORE, BENJAMIN (B/M) 5419 CEDAR CREEK RD FAYETTEVILLE NC 28312 804-593-8237/433-1657 BMOORE@CI.FAY.NC.US Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE LEADERSHIP ACADEMY CATEGORY: GENERAL PUBLIC	ENGINEERING SPECIALIST II CITY OF FAYETTEVILLE	COLLEGE LISTED

APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS Page 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
PATEL, PAVAN D (IA/M) 4321 FERNCREEK DRIVE FAYETTEVILLE, NC 28314 584-7174/919-903-2673/919-904-2673 PAVAN@WILLOWGROUPINVESTMENTS.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <i>CATEGORY: HOTEL/MOTELS UNDER 100 ROOMS REPRESENTATIVE</i>	GM/OWNER HAMPTON INN SPRING LAKE TRINITY HOSPITALITY	BA
SIMMS-THOMPkins, RACHEL (B/F) 490 CARLTON PLACE FAYETTEVILLE, NC 28311 646-234-9290 RSIMMSTHOMPkins@YAHOO.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>	CHARTER COMMUNICATIONS	SOME COLLEGE
THOMPSON, LYNNDORA (B/F) 3402 RUDLAND COURT FAYETTEVILLE NC 28304 910-584-5324 LYNNDORATHOMPSON3@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>	UNEMPLOYED	BA, MA
TOMLIN, MARVIN GREGORY (B/M) 2605 HIGHPOINT CT FAYETTEVILLE NC 28304 423-8097/261-0986 MTOMLIN584@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>	SALES UNEMPLOYED	SOME COLLEGE

APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS Page 3

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
WILLIAMS, WESTANA BAGGETT (B/F) 734 ELDERBERRY DRIVE FAYETTEVILLE NC 910-308-5406/910-615-5406 WESTANAWARREN@GMAIL.COM	PAYER RELATIONS COORDINATOR CAPE FEAR VALLEY	BS & MBA
SERVES ON THE NURSING HOME ADVISORY BOARD		
Graduate-County Citizens' Academy: YES		
Graduate-Institute for Community Leadership: NO		
Graduate-Leadership Fayetteville: NO		
Graduate-United Way's Multi-Cultural Leadership Program: YES		
Graduate-other leadership academy: CITY OF FAYETTEVILLE'S CITIZENS ACADEMY		
<i>CATEGORY: GENERAL PUBLIC</i>		



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 6/11/2020

SUBJECT: SOCIAL SERVICES BOARD (1 VACANCY)

BACKGROUND

At their meeting on June 1, 2020, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Social Services Board:

NOMINEE(S)

Charles Evans (reappointment)

I have attached a current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one (1) vacancy above.

ATTACHMENTS:

Description

Social Services Board Membership Roster

Type

Backup Material

SOCIAL SERVICES BOARD
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Charles Evans 926 Fleetwood Drive Fayetteville, NC 28305 910-978-6643 cevens@co.cumberland.nc.us	3/18	1st	June/20 6/30/20	Yes
(serving unexpired term; eligible for one additional 3-year term)				
Betsy M. Bradshaw 2816 Millbrook Road Fayetteville, NC 28303 824-1510/486-1605 betsy.bradshaw@dhhs.nc.gov	8/19	1st	Aug/22 8/31/22	Yes
<u>Social Services Board Appointee</u>				
Kathleen "Kathy" McDonald (W/F) 901 Elliot Farm Road Fayetteville, NC 28311 910-630-2200/910-813-4426 kandfmcd@gmail.com	8/18	1st	June/21 6/30/21	Yes
<u>State Social Services Commission Appointee</u>				
William "Bill" Duke (B/M) 509 Rodriguez Court Fayetteville, NC 28303 910-822-2491 wduke@nc.rr.com	7/17	1st	June/20 6/30/20	Yes
<u>State Social Services Commission Appointee</u>				
Kenyetta Brown (B/F) 490 Tacoma Court Fayetteville, NC 28303 910-574-6280 Kenjbrown2011@gmail.com	7/19	1st	June/22 6/30/22	Yes

Contact: Brenda R. Jackson, Director
(Angela F. Thomas - Phone: 677-2035)

Meeting Date: Last Wednesday of each month at 1:00 PM (with the exception of November & December), 4th Floor Board Room, DSS Building



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 6/11/2020

**SUBJECT: CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE
(4 VACANCIES)**

BACKGROUND

On June 1, 2020, the Board of Commissioners nominated the following individuals to fill four (4) vacancies on the Cumberland County Local Emergency Planning Committee:

NOMINEE(S)

Law Enforcement Representative:

Sgt. Stephen Hodges (new appointment)

Emergency Management Representative:

Jason Faragoi (new appointment)

Health Representative:

Celestine Raineri-Smith (new appointment)

First Aid Representative:

Robert Godwin (new appointment)

The current membership roster for the Cumberland County Local Emergency Planning Committee is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the four (4) vacancies on the Cumberland County Local Emergency

Planning Committee.

ATTACHMENTS:

Description

CC Local Emergency Planning Committee Membership Roster

Type

Backup Material

CUMBERLAND COUNTY
LOCAL EMERGENCY PLANNING COMMITTEE
3 Year Term
(Staggered Terms Initially)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Print and Broadcast Media Representative</u>				
VACANT (Vacated by G. Mankel)	2/18	1 st	Aug/19 8/31/19	Yes
Sean Swain CC Sheriff's Office PIO 5315 Fisher Road Fayetteville, NC 28304 910-849-4004	11/19	2nd	Nov/22 11/30/22	No
<u>Operators of Facilities Representative</u>				
Mark Ingram (Dupont) 2507 Torcross Drive Fayetteville, NC 28304 483-6646/678-1860	9/17	2nd	Sep/20 9/30/20	No
Robert Melvin (Eaton Corporation) PO Box 156 Stedman, NC 28391 910-677-5318	11/19	2nd	Nov/22 11/30/22	No
Tony Collado (Valley Proteins) 3814 Corapeake Drive Fayetteville, NC 28312 323-4112/323-9600	11/19	2nd	Nov/22 11/30/22	No
Caleb Stoker 821-101 Astron Lane Fayetteville, NC 28314 874-4340/364-5064 Caleb.stoker@hexion.com	2/18	1 st	Feb/21 2/28/21	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Law Enforcement Representative</u>				
Lt. Freddie Johnson Jr. NC Highway Patrol 5455 Grimes Road Fayetteville, NC 28306 423-6881/486-1058	4/17	2nd	Apr/20 4/30/20	No
Captain J.T. Morgan Cumberland Co. Sheriff's Office 131 Dick Street Fayetteville, NC 28301 751-1412/677-5587	12/16	2nd	Dec/19 12/31/19	No
Brett Chandler Fayetteville Police Department 5337 Anna Belle Lane Wade, NC 28395 273-0529/433-1885	11/19	2nd	Nov/22 11/30/22	No
<u>Emergency Management Representative</u>				
VACANT (Vacated by A. Jacobs) 11/19		2nd	Nov/22 11/30/22	No
<u>Community Group Representative</u>				
Stephen Rogers Home Safe Home Inventory 445 McRae Drive Fayetteville, NC 28305 484-1818/884-7021	10/18	2nd	Oct/21 10/31/21	No
<u>Transportation Representative</u>				
Janet Renae Larson 2202 Kimberly Drive Fayetteville, NC 28306 574-1338/323-8283 rlarson@parkergas.com	2/18	1st	Feb/21 2/28/21	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Health Representative</u>				
Greg Phillips Cumberland County Public Health 801 Sandalwood Drive Fayetteville, NC 28304 910-364-3362	11/16	2nd	Nov/19 11/30/19	No
<u>Hospital Representative</u>				
Frederick Williams 2775 Baywood Road Eastover, NC 28312 433-2673/237-4101/482-5168 Frederick.williams4@va.gov	2/19	1st	Feb/22 2/28/22	Yes
<u>Fire Fighting Representative</u>				
Ronnie Willet Fire/Emergency Management City of Fayetteville 8927 Main Street Godwin, NC 28344 391-8093/433-1413	12/17	2 nd	Dec/20 12/31/20	No
<u>First Aid Representative</u>				
James Bullard Jr. Cumberland Co. EMS/Emergency Management Cape Fear Valley Health System 610 Gillespie St Fayetteville, NC 28306 615-5696/988-8871	11/16	2 nd	Nov/19 11/30/19	No
<u>At-Large Representative</u>				
Calvin Bishop 1803 Fargo Drive Fayetteville, NC 28304 229-5192/229-5102	11/19	2nd	Nov/22 11/30/22	No
Henry Eisenbarth 786 Ashfield Drive Fayetteville, NC 28311 480-0012/624-2304	11/19	2nd	Nov/22 11/30/22	No
<u>Local Environmental Representative</u>				
VACANT (Vacated by P. Rawls)	2/16	1st	Feb/18 2/28/18	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Utilities Representative</u> Rhonda Fokes Public Works Commission 6230 King Hiram Road Hope Mills, NC 28348 303-4622/391-2142	11/19	2nd	Nov/22 11/30/22	No
Ray Jackson 955 Old Wilmington Road Fayetteville, NC 28301 237-1840/223-4118 Ray.jackson@faypwc.com	2/19	1st	Feb/22 2/28/22	Yes

Ex-Officio/Voting Member:

Larry Lancaster, County Commissioner

Emergency Management

Gene Booth, Cumberland County Emergency Services

Fayetteville Fire/Emergency Management

Ronnie Willet, Assistant Chief, Fayetteville Fire Department

County Manager

Amy Cannon, County Manager

Hazardous Materials Response Team Leader

Bobby Brinson, City of Fayetteville Fire Department

Contacts: Gene Booth, Emergency Services Director – 678-7641

Meets quarterly on the last Thursday of the month in January, April, July & October at 10:00 am –
Meeting Location Varies



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER

DATE: 6/11/2020

SUBJECT: APPROVAL OF CONTRACT WITH FREESE AND NICHOLS, INC. AND ASSOCIATED BUDGET AMENDMENT #200250 FOR THE NORCRESS WATER AND SEWER DISTRICT

BACKGROUND

The Public Utilities Division solicited Statements of Qualifications from qualified individuals or firms to provide engineering services to conduct a comprehensive sewer evaluation and prepare a sanitary sewer capital improvement plan. Seven firms responded. The Public Utilities Division, Engineering Division, and staff from Public Works Commission (PWC) reviewed the documents and scored them separately. Our scores were then summarized with Freese and Nichols having the highest score of the seven firms. Staff discussed the final scope of services and negotiated a fee of \$104,500 with Freese and Nichols.

The budget amendment also includes funds in the amount of \$25,000 that are needed to pay additional operation and maintenance invoices from PWC. The NORCRESS sewer system continues to experience operational issues due to a long, low force main which has gas binding and sludge accumulation creating inefficiencies with the lift station pumps. The top priority of the above-mentioned scope of services with Freese and Nichols is to find the best course of action to prevent these issues and restore the sewer system operation to original design standards.

RECOMMENDATION / PROPOSED ACTION

At the June 11, 2020 agenda session meeting, the Board of Commissioners approved placing the following action as a consent item on the June 15, 2020 NORCRESS Water & Sewer District Governing Board meeting agenda:

1. Approve Contract Agreement with Freese and Nichols in the amount of \$104,500.
2. Approve Budget Ordinance Amendment #200250 in the amount of \$129,500 for the Contract Agreement with Freese and Nichols and the additional funds to cover additional operations and maintenance expenses.

ATTACHMENTS:

Description	Type
Proposed Contract with Freese and Nichols, Inc. for NORCRESS Water & Sewer District	Backup Material

CONTRACT

THIS CONTRACT, made the 8th day of June, 2020 between the County of Cumberland, a body politic and a subdivision of the State of North Carolina, acting by and through its NORCRESS Water and Sewer District, hereinafter referred to as COUNTY, and Freese and Nichols, Inc., a business located at 1017 Main Campus Drive, Suite 1200, Raleigh, NC 27606 hereinafter referred to as CONTRACTOR.

WITNESSETH:

THAT WHEREAS, a contract for NORCRESS Comprehensive Sewer Evaluation and Sanitary Sewer Capital Improvement Plan has recently been awarded to CONTRACTOR by the COUNTY, at and for a sum of:

(\$104,500) as shown in the Proposal attached hereto:

AND WHEREAS, it is provided in said award that a formal contract would be executed by and between CONTRACTOR and the COUNTY, evidencing the terms of said award, and that CONTRACTOR would commence the work to be performed under this agreement on a date to be specified in a written order by the COUNTY, and would fully complete all work within 180 calendar days from the date the Notice to Proceed is issued.

NOW, THEREFORE, CONTRACTOR doth hereby covenant and agree with the COUNTY that it will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and in accordance with the Plans, at and for a sum named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

CONTRACTOR shall promptly make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon.

CONTRACTOR shall be responsible for all damages to the property of Cumberland County and other utilities that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of the CONTRACTOR, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. CONTRACTOR must restore all property so injured to a condition as good as it was when CONTRACTOR entered upon the work.

CONTRACTOR shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of the CONTRACTOR, its agents, employees or workmen. CONTRACTOR shall also indemnify and save harmless the COUNTY, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the COUNTY, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or any other act or omission of CONTRACTOR, its agents, employees, servants, or workmen.

It is agreed and understood that the Advertisement for Bids, Instructions To Bidders, the General Conditions, the Specifications, the accepted Proposal, and the enumerated addenda and drawings are parts and parcels of this Contract, to the same extent as if incorporated herein in full.

And the COUNTY doth hereby covenant and agree with CONTRACTOR that it will pay to CONTRACTOR, when due and payable under the terms of said Specifications and said award, the above mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

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.

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.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, CONTRACTOR and the COUNTY have duly signed and sealed this Contract.

(Imprint corporate seal below this line)

ATTEST:

Megan H. Kanani

By:

John Brown

Title:

Vice President

ATTEST:

COUNTY OF CUMBERLAND COUNTY

W. Marshall Faircloth, Chairman

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

County Finance Office

Approved for Legal Sufficiency

County Attorney's Office



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Scope of Services Cumberland County/NORCRESS

Comprehensive Sewer Evaluation and Sanitary Sewer Capital Improvement Plan

INTRODUCTION

The Northern Cumberland Regional Sewer System (NORCRESS) is a partnership between the Towns of Godwin, Falcon, and Wade, as well as Cumberland County to provide sanitary sewer to the residents of these areas. The systems have been in service since October 2005 and currently serve three hundred and ninety-five (395) residential and commercial customers. Cumberland County owns the collection system and contracts with Fayetteville Public Works Commission (PWC) to treat and perform the operation and maintenance work for the system. The system has 78,692 feet of force main and four lift stations (see attached Figure 1).

The project will provide the County with a detailed overview of the sanitary sewer system needs, required infrastructure to meet those needs, and a plan to achieve those needs on a short-term and long-term basis. The evaluation will provide the County with possible corrective actions needed to improve the operations of the existing system. One specific issue that NORCRESS has identified as an area for corrective action is its 7-mile long, 8-inch diameter force main that conveys roughly 60,000 gpd flow from the Falcon lift station. This long force main has created operational challenges of gas binding and sludge accumulation, which is causing inefficiencies with the pumps at the lift station.

SCOPE OF SERVICES

Task 1 – Project Kickoff Meeting, Data Collection and Review

FNI will conduct a kickoff meeting with NORCRESS staff to introduce the FNI project team, review the scope of services and project schedule, and identify communication approaches. The kickoff meeting will also include a discussion of the background/history on the NORCRESS sewer system.

During the kickoff meeting, FNI will meet with the NORCRESS to determine the project team participants, needs and schedule. The following items will be discussed during the meeting:



Scope of Services: Sewer Evaluation & CIP
Cumberland County/NORCRESS
June 8, 2020

- Project goals
- Project schedule
- Data collection for review by FNI
- Communication and Information flow for the project
- Additional entities to coordinate with in the development of the project

NORCRESS will provide the following documents, if available, to FNI for review:

- Existing sewer system GIS data
- Lift station record drawings
- Lift station operational data
- SCADA data
- Work order logs
- SSO locations

FNI will conduct two months of flow monitoring for each lift station basin to support the modeling analysis and identify areas of high Inflow/Infiltration (I/I). The flow monitoring scope shall include the following:

- Temporary flow monitor site selection, reconnaissance, and deployment plan
- Temporary flow monitor installation, calibration, and data collection
- Rain gauge installation and monitoring
- Online data monitoring
- Analyze flow monitor data, clean data (if needed) and identify trends
- I/I Characterization and Ranking

Deliverable:

Data collection log, Flow monitoring data, I/I summary

Task 2 – Hydraulic Modeling

FNI will utilize existing InfoSWMM hydraulic model (as provided by PWC) for the NORCRESS system to evaluate the gravity system, lift stations and force mains. The model will establish existing and future system flows and help NORCRESS to identify locations with capacity constraints under peak wet weather flow conditions. The modeling scope and results shall include the following:

- Existing flows evaluation: based on meter data (flows delivered to the PWC) and water meter billing data
- Develop future flow forecasts based on land use plan and demographic data
- Follow PWC naming convention
- Recommend design peaking factor based on flow data and peak flow use
- Verify existing loads in model based on water meter data and LS SCADA
- Verify lift station details and pump curves from as-builts
- Compare model dry weather flows with flow monitoring data
- Compare model wet weather flows with peak flows from flow monitoring data
- Existing system analysis
- Future system analysis



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The hydraulic model will be used to identify future projects for the County's Capital Improvements Plan (CIP) for the 5-year and 20-year planning periods. CIP projects will be documented with detailed project descriptions, project drivers, phasing, and opinion of probable construction costs (OPCC).

Deliverable:

Initial hydraulic modeling files, existing and future system results mapping, CIP project sheets and summary and OPCCs

Task 3 – Asset Management

FNI will conduct a risk-based assessment at each lift station to identify deficiencies that may reduce the useful life of the component assets at each station. Risk based assessments will include the following:

- Meeting with Operations to discuss maintenance history
- Review work order history
- Evaluate historical operation as available from SCADA
- Draw down testing with each pump
- Civil/site, structural, mechanical, and electrical assessment (including standby generators)

The assessment information will be utilized in conjunction with existing material and age for gravity pipelines and force main to identify the effective and remaining useful life for each asset. Standard degradation curves and estimate of replacement costs will be utilized to establish a prioritization for asset replacement or repair.

Deliverable:

Life cycle analysis, prioritization ranking for assets

Task 4 – Lift Station and Force Main Evaluation

FNI will assess the operational procedures of the NORCRESS existing lift station and force main systems to identify changes that could provide more efficient operations and identify possible entry and retrieval points for pigging stations along the existing force main(s).

FNI will conduct a desktop analysis of the existing lift station and force mains (4). Upon completion of the desktop analysis, FNI will recommend condition assessment technology or technologies to be used for field analysis. Generally, the analysis will include the following:

- Perform a site investigation of the pipeline alignment to collect information. Locate existing air release valves and discuss operation and maintenance of valves with NORCRESS staff. Meet with operations and maintenance staff to discuss historical maintenance history.
- Perform a comprehensive evaluation of the location, pipe material, pipe diameter, pipe hydraulics and other parameters that impact the selection of pipeline inspection and condition assessment tools. Identify high priority segments for field inspection.



Scope of Services: Sewer Evaluation & CIP
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- Utilizing the information gathered above, determine the most effective and economical inspection technologies and field inspection methodologies to assess the condition of the high priority pipe segments. Pipe thickness will be measured for DIP segments located at ARVs on the force main pipelines as accessible.
- The evaluation findings and recommendations for condition assessment of force mains will be summarized in the final Technical Memorandum (TM) provided in Task 5. Included in the TM will be schedule and cost considerations. The recommended condition assessment may include several technologies to allow for a multi-phase approach depending on the results of the Initial inspection.
- The results of the initial analysis will recommend further field testing for the pipeline. This task includes the field testing to be performed which may include a variety of approaches included but not limited to visual inspection, CCTV, tethered and/or non-tethered acoustic testing and/or electromagnetic testing.

Deliverable:

Desktop analysis results, pump testing results, force main testing results (as required)

Task 5 – Project Reporting

At the completion of the project, FNI will develop a comprehensive technical memorandum (TM) report that summarizes the hydraulic modeling, asset management, and lift station and force main assessments. FNI will provide NORCESS with a draft TM report in PDF format for internal review, meet with staff to review and solicit comments, and finalize the report.

Deliverable:

Technical Memorandum

SCHEDULE

The project schedule associated with the above scope of work includes a total of 180 days to complete the project as is shown below:

- Task 1 – Data Collection and Review: Completed within 30 days of NTP
 - Flow Monitoring: Completed within 60 days of installation
- Task 2 – Hydraulic Modeling: Completed within 15 days of flow monitoring
- Task 3 – Asset Management: Completed within 45 days of NTP
- Task 4 – Lift Station and Force Main Evaluation: Completed within 45 days of NTP
- Task 5 – Project Reporting: Draft TM Report completed within 15 days of hydraulic modeling task, Final TM Report completed within 15 days of County comments on Draft TM

Scope of Services: Sewer Evaluation & CIP
Cumberland County/NORCRESS
June 8, 2020



COMPENSATION

FNI proposes to furnish services as described herein in accordance for the lump sum fee of One Hundred Four Thousand Five Hundred Dollars (\$104,500) for Basic Services broken down as follows:

- Task 1 – Project Management, Data Collection and Review = \$15,000
 - Flow Monitoring = \$26,000 (*assumes 4-5 meters for 2 months*)
- Task 2 – Hydraulic Modeling = \$15,000
- Task 3 – Asset Management = \$23,000
- Task 4 – Lift Station and Force Main Evaluation = \$12,000
- Task 5 – Project Reporting = \$13,500

If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the County before proceeding.

ADDITIONAL SERVICES

The following services are not included in the proposed scope described in the tasks above. However, FNI can provide these services, if needed, upon the County/NORCRESS's written request. These Additional Services include, but are not limited to, the following:

- Extended flow monitoring = \$750/meter/week
- Extended rainfall monitoring = \$150/gauge/week
- Relocate flow monitor to new site = \$500/meter
- Visual manhole inspections = \$75/manhole
- MACP manhole inspections including scans = \$130/manhole



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 15, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

SUBJECT: MEETINGS

BACKGROUND

**No Board of Commissioners' Meetings in July
August 3, 2020 (Monday) - 9:00 AM
August 17, 2020 (Monday) - 6:45 PM**