AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
DECEMBER 21, 2020
6:45 PM

INVOCATION - Commissioner Charles Evans, Chairman

PLEDGE OF ALLEGIANCE -

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA
2. PRESENTATIONS
   - A. COVID-19 Update by Dr. Jennifer Green, Cumberland County Public Health Director
3. CONSENT AGENDA
   - A. Approval of December 7, 2020 Special Meeting Minutes
   - B. Approval of Proclamation Recognizing Kiwanis Club of Fayetteville's 100th Year
   - C. Approval of Destruction of Tax Administration Records
   - D. Approval to Pay Prior Year Invoices
   - E. Approval of Sole Source Exception for Purchase of WatchGuard Video, Inc. Cameras
   - F. Approval of Declaration of Surplus Equipment for Wilkes Road Treatment and Processing Facility
   - G. Approval of Budget Ordinance Amendments for the December 21, 2020 Board of Commissioner's Agenda
   - H. Approval of Cumberland County Board of Commissioners Agenda Session Items
     1. Options for Renovating the Board of Commissioners' Meeting Room Due to COVID-19
     2. Broadcasting All Board of County Commissioner Meetings
     3. Supplemental Pay for Board of Election Members
     4. Emergency Watershed Protection (EWP) Program Application for Federal Assistance SF-424 Revision to Increase Grant Award and Associated Budget Ordinance Amendment #B210057
     5. Fiscal Year 2020-2021 CARES Act Funding for the Cumberland County Community Transportation Program and the Associated Budget Ordinance Amendment # B211066
     6. Statement of Work and Communications Equipment and Services Agreement for

Eleven Motorola MCC7500 Dispatch Consoles for 500 Executive Place

7. Additional Qualification-Based Selection Lists for Professional Engineering and Design Services

8. Community Development Funding Agreement with the Cumberland County Department of Public Health for Health Services in Response to the COVID-19 Pandemic

9. Community Development Funding Agreement with Fayetteville Urban Ministry, Inc. for Housing Stabilization Assistance Services

10. Community Development Funding Agreement with Family Endeavors, Inc. for Housing Stabilization Assistance Services

11. Community Development Funding Agreement with Hillside - FMHA, LLC for Installation of New HVAC Units

12. Alliance Health Update on Provision of Behavioral Health Services

4. PUBLIC HEARINGS

Uncontested Rezoning Cases

A. Case P20-43

B. Case P20-52

Other Public Hearings

C. Hold a Public Hearing and Adopt the Resolution Authorizing the Filing of an Application for Approval of an Installment Financing Contract Authorized by NCGS §160A-20, Making Certain Findings Required by NCGS §159-151

D. Public Hearing and Consideration of Renaming Fourmarren Road to Copperhead Road – Case No. SN-0472

5. ITEMS OF BUSINESS

A. Consideration of Designation of Voting Delegate and Alternate Voting Delegate for the NCACC's 2021 Legislative Goals Virtual Conference

6. NOMINATIONS

A. Civic Center Commission (1 Vacancy)

B. Mid-Carolina Aging Advisory Council (1 Vacancy)

C. Cumberland County Home and Community Care Block Grant Committee (8 Vacancies)

7. APPOINTMENTS

A. Board of Adjustment (1 Vacancy)

B. Transportation Advisory Board (7 Vacancies)

C. Cumberland County Juvenile Crime Prevention Council

8. CLOSED SESSION:

A. 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, DECEMBER 23, AT 7:00 PM AND FRIDAY, DECEMBER 25, AT 10:30 AM.

REGULAR BOARD MEETINGS:

January 4, 2021 (Monday) - 9:00 AM
January 19, 2021 (Tuesday) - 6:45 PM

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/21/2020**

SUBJECT: **APPROVAL OF PROCLAMATION RECOGNIZING KIWANIS CLUB OF FAYETTEVILLE'S 100TH YEAR**

BACKGROUND

Request was received for a proclamation recognizing the Kiwanis Club of Fayetteville's 100th year and honoring its members for their contributions to the betterment of life in our Cumberland County Community.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description	Type
Proclamation Recognizing Kiwanis Club of Fayetteville's 100th Year	Backup Material

COUNTY OF CUMBERLAND *NORTH CAROLINA*

Proclamation

Recognizing Kiwanis Club of Fayetteville's 100th Year

WHEREAS, the Kiwanis Club of Fayetteville has a rich and storied 100 Year Tradition of providing for the children of Cumberland County. Kiwanis is a global organization of volunteers dedicated to changing the world, one child and one community at the time; and

WHEREAS, in addition to improving lives, Kiwanis Club members promote the development of community leaders, positive role models, intercultural understanding and cooperation, opportunities for fellowship, personal growth, professional development and community service; and

WHEREAS, the Kiwanis Club of Fayetteville has a unique partnership with the Cumberland County Schools with the Reading is Fun Committee reading and supplying books to the Kindergarten and Head Start children multiple times a year, sponsors Key Clubs in six Cumberland County high schools, sponsors Builders Clubs in two Cumberland County middle schools as well as the Aktion Club for adults living with disabilities. Each of these clubs continues the Kiwanis tradition of service projects and community service activities; and

WHEREAS, the Kiwanis Club of Fayetteville has the world's largest Terrific Kids Program that promotes self-esteem by encouraging and then rewarding good behavior. The Kiwanians work closely with teachers who select a Terrific Kid twice a month; and

WHEREAS, the service provided by the Kiwanis Club of Fayetteville will continue to have a positive impact on our community and citizens; and

WHEREAS, the Kiwanis Club of Fayetteville is acting as a partner with Fayetteville-Cumberland County Parks and Recreation to make significant improvements to Honeycutt Park located at the Kiwanis Recreation Center; and

WHEREAS, the Kiwanis Club of Fayetteville was chartered on December 1, 1920 and 100 years later is one of 7,700 clubs in 80 countries celebrating 100 years in Cumberland County.

NOW, THEREFORE, We, the Cumberland County Board of Commissioners, do hereby recognize the Kiwanis Club of Fayetteville's 100 years of meaningful and invaluable service and honor its members for their contributions to the betterment of life in our Cumberland County Community.

Adopted this 21st day of December 2020.

_____

Charles E. Evans, Chairman
Cumberland County Board of Commissioners

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE TAX ADMINISTRATOR

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/7/2020**

SUBJECT: APPROVAL OF DESTRUCTION OF TAX ADMINISTRATION RECORDS

BACKGROUND

Pursuant to a resolution adopted by the Board of Commissioners on February 4,1985,authorization is requested to destroy the following records from the Tax Administration Departments:

2010 Personal Abstracts
2014-2017 Daily Cashier Tax receipt work
2008-2009 Business Personal Property Deletes
2016-2017 Motor Vehicle and Property Tax Monthly Reports for Municipalities
2015-2017 Motor Vehicle Adjustments
2009-2010 Motor Vehicle Scrolls
2010 Pet Listings
2009 Property record cards

The destruction of these records is in accordance with the current Records Retention and Disposition Schedule and all approved Amendments as issued by the North Carolina Division of Archives and History, and adopted by the Board of Commissioners.

RECOMMENDATION / PROPOSED ACTION

Approval of destruction of the records per the records retention schedule.

CUMBERLAND COUNTY
NORTH CAROLINA

FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **VICKI EVANS**

DATE: **12/9/2020**

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

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

Workforce Development
Vendor: Fayetteville Technical Community College
Services rendered or goods received: May 2019- May 2020
Total Amount: $57,978.26

Workforce Development
Vendor: Castle Uniform Company
Goods received: June 2019-March 2020
Total Amount: $655.57

Workforce Development
Vendor: Cumberland County Health Department
Services rendered: February 2020
Total Amount: $309.00

Workforce Development
Vendor: Nextcare Urgent Care
Services rendered: February 2020-March 2020

Total Amount: $345.00

Workforce Development
Vendor: Red Wing Shoes
Goods received: February 2020-April 2020
Total Amount: $1,241.57

Workforce Development
Vendor: Sandhills Community College
Services rendered: January 2020-May 2020
Total Amount: $843.00

Staff have verified these invoices have not been paid. There are sufficient funds within the fiscal year 2021 departmental budget to cover these expenses.

RECOMMENDATION / PROPOSED ACTION

Management is requesting the approval to pay prior year invoices for Workforce Development totaling $61,372.40.

ATTACHMENTS:

Description	Type
Prior Year Invoice	Backup Material

CUMBERLAND COUNTY
WORKFORCE DEVELOPMENT BOARD

410 Ray Avenue • Fayetteville, North Carolina 28301
P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 323-3421 • (910) 323-5755

DATE: **November 25, 2020**

TO: **Vicky Evans**

THRU: **Tracy Jackson, Interim Director** I CONCUR.

FROM: **Kelly Autry, Interim Accountant**

SUBJECT: **Prior Year Invoices for various vendors**

I would like to request payments in the amount of $61,372.40 to Fayetteville Technical Community College for $57,978.26, Castle Uniforms for $655.57, Cumberland County Public Health for $309, Nextcare Urgent Care for $345, Red Wing Shoes for $1,241.57 and Sandhills Community College for $843. The costs are associated with participants in Adult, Dislocated Worker, In-school Youth and Out-of-school Youth programs that occurred after the contract with EDSI expired.

The services being requested to be reimbursed have been verified and have not been previously paid. The required information is in the NC Works system and Chet Mottershead from NC Commerce has approved the payment of the invoices in question. There is enough available FY21 budget to cover this balance without any additional funds needed. The payment will be coded as follows:

2554532 533307 - $32,708.23

2554533 533307 - $20,885.18

2554534 533307 - $ 2,999.31

2554535 533307 - $ 4,779.68

Upon payment of these invoices, Workforce Development will be reimbursed the $61,372.40 by the NC Department of Commerce.

Please let me know if you will need any additional information to include this on the next available Board of Commissioners agenda.

CUMBERLAND COUNTY
NORTH CAROLINA

FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA BULLARD, PURCHASING MANAGER**

DATE: **11/23/2020**

SUBJECT: **APPROVAL OF SOLE SOURCE EXCEPTION FOR PURCHASE OF WATCHGUARD VIDEO, INC. CAMERAS**

BACKGROUND

Funds of $661,050 were approved in the Sheriff's Office fiscal year 2021 budget for the purchase of nine new vehicles and required up-fit. The up-fit includes the camera system. Currently WatchGuard Video Inc. cameras are installed in all Sheriff's Office vehicles.

Applications to access and download the recordings from the cameras were created specifically for the WatchGuard Video, Inc. camera system. Using the same system for all vehicles is necessary to ensure compatibility and standardization. The vendor has provided a quote in the amount of $49,139.48.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend utilizing the sole source bid exception based on North Carolina General Statue 143-129 (e) (6) (iii), as standardization and compatibility are the overriding considerations.

ATTACHMENTS:

Description	Type
Supporting Documentation	Backup Material

Sole Source Request Form

Submit Completed Form to the Amanda Bullard, Purchasing Manager

Date: 11/24/20 **Department:** Sheriff's Office

1. **Vendor (Full and Correct Legal Name): Watchguard Video**

****Important Note for Item #2:** Budgetary issues will cause a delay in sole source approval. "Original Budget" means the funds were approved by the Board in the original budget request for the **current** fiscal year. If a budget revision was completed for the full amount of the project, put "N" and provide the budget revision number OR if original budget and budget revision both apply answer accordingly. Confirm all required budgetary processes are complete and the funds are available before submitting. If budget related Board approval will need to be obtained or you are not certain of how to respond to item #2, contact Purchasing to discuss before submitting.**

2. **Amount Budgeted for Purchase:** $661,050 **Original Budget (Y/N):** Y **or Budget Revision #:** _____
   Budget Codes (The budget the purchase will be made from): Org. 1074182 **Object Code:** 577100
   Project Code: V4200 and V422F. **Additional Notes Regarding Budget:**
   $441,000 is budgeted in 1074182-577100-V4200 and $220,050 is budgeted in 1074182-577100-V422F. This is total funding for 9 vehicles (6 in V4200 and 3 in V422F) including the equipment required to upfit the vehicle. These cameras are included as part of equipment required for the vehicles.

3. **Federal Funding (Y/N):** N
4. **Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):** The Sheriff's Office utilizes WatchGuard for in-car camera systems in Sheriff's Office fleet vehicles. These are "dashboard" cameras that record interactions with individual that are engaged by Deputies. Recordings of these interactions are downloaded and used as evidence and for training purposes. Having the cameras also ensures integrity in all interactions and protects Deputies and citizens.

5. **Which General Statute Sole Source Standard Does this Request Meet?**

   ☐ (1) Performance or price competition is not available. Explain Below.

   ☐ (2) Product is available from only one source. Explain Below.

   ☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.**Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).** The Sheriff's Office utilizes WatchGuard for in-car camera systems in Sheriff's Office fleet vehicles. The Sheriff's Office has applications created specifically for this camera system to access and download these recordings. No other camera system currently available will support our evidence software which currently operates our camera system. Use of this vendor ensures compatibility with all other with our evidence software and equipment utilized in all other Sheriff's Office fleet vehicles and to ensure standardization of equipment placed in service.

6. **Required Attachments:**
   a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.
   b. Attach the quote submitted by the vendor for the purchase.

Recommended By: Ernie W Wright
Department Head

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By:
Amanda Bullard **Date:** 11-23-20

BOCC Meeting Date: 12-7-20 **Deadline for Novus Entry:** 11-25-20

4RE/VISTA Price Quote

CUSTOMER: Cumberland County Sheriff's Office

ISSUED: 11/2/2020 4:58 PM

EXPIRATION: 12/31/2020 9:00 AM

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,,,

TOTAL PROJECT ESTIMATED AT: $49,139.48

ATTENTION: Captain Rita A. Tatum

SALES CONTACT: Davin Perkins

PHONE: 910-677-5445

DIRECT: (469) 342-8948

E-MAIL:

E-MAIL: davin.perkins@motorolasolutions.com

4RE and VISTA Proposal

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	9.00	$150.00	$7.50	$1,282.50

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	9.00	$4,795.00	$239.75	$40,997.25
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	9.00	$200.00	$10.00	$1,710.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	9.00	$200.00	$10.00	$1,710.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	9.00	$0.00	$0.00	$0.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	$225.00	$0.00	$225.00
					$45,924.75

Total Estimated Tax, may vary from State to State $3,214.73

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

4RE/VISTA Price Quote

Configuration Discounts	$2,405.25
Additional Quote Discount	$0.00
Total Amount	$49,139.48

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

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: 11/3/2020

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

MOTOROLA SOLUTIONS

WATCHGUARD

4RE Vehicle Information

Thank you for purchasing the 4RE In-car Video System! To complete your order, we will need some additional information. Please fill out this questionnaire, save a copy and email it to your Sales Manager as soon as possible. If you have any questions or concerns about completing this document, please let your Sales Manager know.

Department Name: Cumberland County Sheriff's Office Contact: Captain Rita Tatum (910)677-5566

How many 4RE systems are on your order? 9

Please list the vehicle types and equipment location preference below.

The default location selection below is the most commonly used configuration among our customers and will allow more mounting options than any other configuration we offer. Please call your Sales Manager if you have any questions or concerns regarding these options.

Qty	Vehicle *(Year, Make & Model)*	DVR Location	Display Location	Interior Light Bar	WiFi Antenna Location *(For Wireless Upload Only)*
9	2021 Ford Interceptor, SUV	Trunk/Cage	Passenger Visor Post	No	Trunk Lid (no drill)
		Trunk/Cage	Passenger Visor Post	No	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	No	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	No	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	No	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	No	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	No	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	No	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	No	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	No	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	No	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	No	ELX (no WiFi)

Installation

Who is responsible for the 4RE installations? Sheriff's Office will provide installation

Who is responsible for removing existing video systems? Sheriff's Office will remove

Please provide contact information for your installer so we can provide training and/or support as needed.

Company Name: Cumberland County Sheriff's Office Contact: Chris Kauffman

Address: 131 Dick St Fayetteville,NC 28301 Contact Number: (910) 849-7215

NOTES:

CUMBERLAND COUNTY
NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA L. BADER, PE, SOLID WASTE DIRECTOR**

DATE: **12/21/2020**

SUBJECT: APPROVAL OF DECLARATION OF SURPLUS EQUIPMENT FOR WILKES ROAD TREATMENT AND PROCESSING FACILITY

BACKGROUND

The Solid Waste Department operates the Wilkes Road Treatment and Processing Facility at 771 Wilkes Road. The facility processes yard waste, land clearing debris, and clean wood into boiler fuel and compost. There are several pieces of equipment that have been replaced with newer pieces of equipment or that are no longer needed. We request that this equipment be declared as surplus equipment. These items will be sold on GovDeals. The equipment includes the following:

Equipment No.	Description	Estimated Value
65	US Army Truck, 6X6, 5 ton	$5,000
127	D7G Bulldozer	$5,000
324	McCloskey Trommel Screen	Scrap value
25	International Dump Truck	$10,000
137A	CAT D7F Bulldozer	$25,000
130	CAT D300 Haul Truck	$10,000
129	CAT 322B Excavator	$20,000
107	Motor Grader	$10,000
119	CAT 963C Tracked Loader	$25,000
S-3	Extec Screen	$40,000
125	Morbark 1400 Tub Grinder	$50,000
215	Lowboy, Gooseneck Trailer	$15,000
123	Powerscreen Trommel Screen	Scrap value

RECOMMENDATION / PROPOSED ACTION

The Solid Waste Director and County Management recommend that the the equipment listed above be declared as surplus property and approved by the Board of Commissioners' at their December 21, 2020 meeting.

ATTACHMENTS:

Description	Type
Wilkes Road Equipment Surplus	Backup Material

Equipment Number: 65

Equipment Description: US Army Truck, 6 x 6, 5 ton

Condition: Inoperable

Equipment Number: 127

Equipment Description: D7G Bulldozer

Condition: Inoperable

Equipment Number: 324

Equipment Description: McCloskey Trommel Screen

Condition: Inoperable

Equipment Number: 25

Equipment Description: International Dump Truck

Condition: Operable. Rust in the front of the bed.

Equipment Number: 137A

Equipment Description: CAT D7F Bulldozer

Condition: Inoperable

Equipment Number: 130

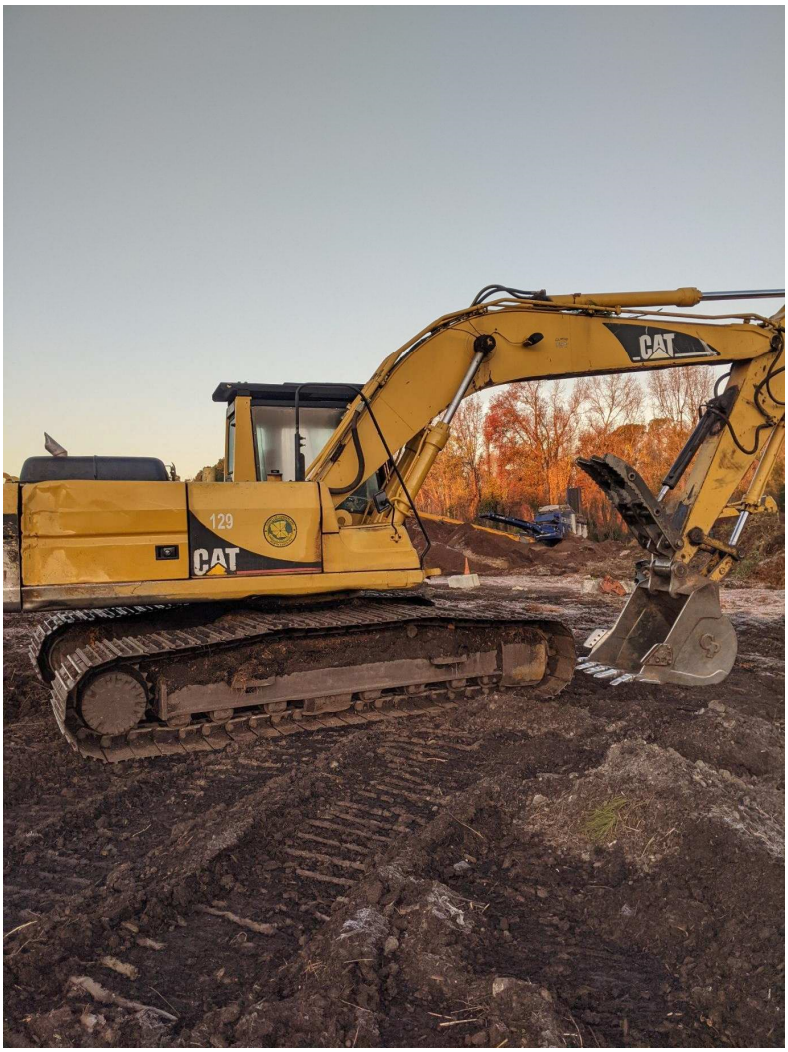
Equipment Description: CAT D300 Haul Truck

Condition: Inoperable

Equipment Number: 129

Equipment Description: CAT 322B Excavator

Condition: Operable. Pins and Bushings in the boom stick and bucket are worn.



Equipment Number: 107

Equipment Description: Motor Grader

Condition: Machine runs, blade and blade controls are worn out.

Equipment Number: 119

Equipment Description: CAT 963C

Condition: Operable

Equipment Number: S-3

Equipment Description: Extec Screen

Condition: Operable

Equipment Number: 125

Equipment Description: Morbark 1400 Tub Grinder

Condition: Operable

Equipment Number: 215

Equipment Description: Lowboy, gooseneck trailer

Condition: Operable

Equipment Number: 123

Equipment Description: Powerscreen Trommel Screen

Condition: Inoperable

CUMBERLAND COUNTY
NORTH CAROLINA

BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **DUANE T. HOLDER, DEPUTY COUNTY MANAGER**

DATE: **12/14/2020**

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE DECEMBER 21, 2020 BOARD OF COMMISSIONER'S AGENDA

BACKGROUND

General Fund 101

1) Emergency Services Grants – Budget Ordinance Amendment B210912 to recognize grant funds in the amount of $5,000 from the Hartford Junior Fire Marshall Grant Program

The Board is requested to approve Budget Ordinance Amendment B210912 to recognize the Hartford Junior Fire Marshall Grant funds in the amount of $5,000. These funds will be used to purchase smoke detector alarms as part of the department's Fire Prevention Outreach Program.

Please note this amendment requires no additional county funds.

2) Emergency Services Grants – Budget Ordinance Amendment B210143 to recognize federal 2020 Hazardous Material Emergency Preparedness Grant Program (HMEP) funds in the amount of $8,000

The Board is requested to approve Budget Ordinance Amendment B210143 to recognize 2020 Hazardous Material Emergency Preparedness Grant Program (HMEP) funds in the amount of $8,000. Cumberland County Emergency Services will use these funds to conduct a full-scale hazardous materials transportation exercise in partnership with the Local Emergency Planning Committee (LEPC).

Please note this amendment requires no additional county funds.

3) Health Department – Budget Ordinance Amendment B210608 to recognize North Carolina

Division of Public Health funds in the amount of $103,345

The Board is requested to approve Budget Ordinance Amendment B210608 to recognize North Carolina Division of Public Health funds in the amount of $103,345. The Health Department received additional state funds to continue providing on-site infection prevention and control training and consultation to all Long-term Care Facilities in Public Health Region 6.

Please note this amendment requires no additional county funds.

4) Facilities Management and Public Buildings Janitorial – Budget Ordinance Amendment B210200 to appropriate fund balance to increase the overtime budget in Facilities Management and Public Buildings Janitorial in the amount of $24,900.

The Board is requested to approve Budget Ordinance Amendment B210200 to increase the overtime budget in Facilities Management and Public Buildings Janitorial in the amount of $24,900. The Facilities Management overtime budget is requested to be increased by $21,400 due to COVID-19 related overtime and staffing shortages. The Public Buildings Janitorial overtime budget is requested to be increased by $3,500 due to COVID-19 related overtime.

Please note this amendment requires appropriation of general fund balance.

REGARDING THE FOLLOWING ITEM #5 PLEASE NOTE:
Each fiscal year County departments may have projects that are not complete by the fiscal year end (6/30/19) or items ordered that have not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2019 budget; however, the money was not spent by June 30, 2019.

The following amendment seeks to bring those funds forward from FY 2019 into the current fiscal year, allowing departments to complete and pay for these items. This revision is not using 'new' funds but is recognizing the use of FY19 funds in FY20.

Community Development Home Fund 267

5) Support Housing Program Grants – Budget Ordinance Amendment B210540 to re-appropriate remaining Continuum of Care grant funds in the amount of $11,120

The Board is requested to approve Budget Ordinance Amendment B210540 to re-appropriate Continuum of Care grant funds in the amount of $11,120. This is a new program grant that started in November of 2019. These funds are used for salaries to support Continuum of Care planning activities.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/15/2020**

SUBJECT: **OPTIONS FOR RENOVATING THE BOARD OF COMMISSIONERS' MEETING ROOM DUE TO COVID-19**

BACKGROUND

At the December 10, 2020 Board of Commissioners' Agenda Session Meeting, Staff presented information to the Board concerning potential renovation options to the current meeting room of the Board due to social distancing requirements associated with COVID-19. By consensus, the Board directed staff to engage an architectural firm and bring back potential concepts to the Board in March of 2021.

RECOMMENDATION / PROPOSED ACTION

Staff requests, and the Board agreed, to move this item forward to the December 21, 2020 Board of Commissioners' Consent Agenda with approval to engage an architectural firm to research and develop renovation concepts and cost estimates for the Board of Commissioners no later than March 2021.

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/21/2020**

SUBJECT: **BROADCASTING ALL BOARD OF COUNTY COMMISSIONER MEETINGS**

BACKGROUND

As the Board of County Commissioners, one of the ways we have made a commitment to being open and transparent is by streaming our regular meetings live through the county's website and broadcasting them live on Fayetteville/Cumberland Educational TV (FCETV) Spectrum Channel 5. We also approved converting Spectrum Channel 5 from an Educational Channel to a County Government Channel.

Transparency in county government not only means that we act openly with citizens' knowledge of the decisions we make, it also means that those affected by our decisions have knowledge of the process that resulted in those decisions. The Board believes our citizens want more information. One way we can provide more information and promote improved transparency of the process leading to our decisions is to broadcast all of our Board of County Commissioner meetings.

RECOMMENDATION / PROPOSED ACTION

Following discussion at the December 10, 2020 Agenda Session, there was unanimous support to forward this item to the December 21, 2020 regular meeting as a consent agenda item with a recommendation for approval.

CUMBERLAND COUNTY
NORTH CAROLINA

BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/21/2020**

SUBJECT: SUPPLEMENTAL PAY FOR BOARD OF ELECTION MEMBERS

BACKGROUND

Commissioner Glenn Adams asked that the Board of Commissioners consider supplemental pay for the Board of Election members.

RECOMMENDATION / PROPOSED ACTION

Following discussion at the December 10, 2020 Agenda Session, recommendation was to provide a one-time stipend in the amount of $1,000 to Board of Election members and forward to the December 21, 2020 regular meeting as a consent agenda item.

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/11/2020**

SUBJECT: **EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM APPLICATION FOR FEDERAL ASSISTANCE SF-424 REVISION TO INCREASE GRANT AWARD AND ASSOCIATED BUDGET ORDINANCE AMENDMENT #B210057**

BACKGROUND

The Cumberland County Soil & Water Conservation District was notified that it would be receiving additional grant funding for Round 1 of the Emergency Watershed Protection (EWP) Program. When originally approved by the Board of Commissioners' on August 17, 2020, the amounts for the Round 1 award were as follows:

BR# 210058
Total $1,118,111.00
Federal $868,583.50
Non-Federal $249,527.50

The requested amendment, has been approved by the Cumberland County Soil & Water Conservation Board of Supervisors and is requested as follows for the Round 1 Amendment (Increase):

BR#210057
Total $1,228,625.89
Federal Increased to $954,434.64
Non-Federal Increased to $274,191.25
(An increase of $110,515.00)

The additional funds will be used to add other stream debris clearance projects to the existing project list.

RECOMMENDATION / PROPOSED ACTION

This item was heard at the December 10, 2020 Agenda Session Meeting and was forwarded for consideration to the December 21, 2020 Board of Commissioners' Regular Meeting as a Consent Agenda item. Staff requests approval of the Notice of Grant and Agreement Award submission for Round 1, Amendment 1 of the Emergency Watershed Protection (EWP) Program and Associated Budget Ordinance Amendment #B210057.

ATTACHMENTS:

Description	Type
EWP Rd1 Amended Application	Backup Material
EWP Rd1 Amended SOW	Backup Material

OMB Number: 4040-0004
Expiration Date: 10/31/2019

Round 1

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	A: Increase Award
☐ Application	☐ Continuation	* Other (Specify):
☒ Changed/Corrected Application	☒ Revision	

* 3. Date Received:	4. Applicant Identifier:
10/07/2020	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
	NR204532XXXXC045

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Cumberland County

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
56-6000291	0885716900000

d. Address:

* Street1: 117 Dick Street
Street2:
* City: Fayetteville
County/Parish:
* State: NC: North Carolina
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 28301-5749

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. * First Name: Mitchell
Middle Name:
* Last Name: Miller
Suffix:

Title:

Organizational Affiliation:

* Telephone Number: 910-484-8479 ext. 3 Fax Number:

* Email: mitchell.miller@nc.nacdnet.net

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA - Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

NA

* Title:

Emergency Watershed Protection Program grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Cumberland County EWP Round 1 (Hurricane Florence) Amendment 1

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 08,09

* b. Program/Project: EWP

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 08/28/2020

* b. End Date: 03/09/2021

18. Estimated Funding ($):

* a. Federal	954,434.64
* b. Applicant	274,191.25
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,228,625.89

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name: Amy

Middle Name:

* Last Name: Cannon

Suffix:

* Title: County Manager

* Telephone Number: 910-678-7723

Fax Number:

* Email: acannon@co.cumberland.nc.us

* Signature of Authorized Representative:

* Date Signed:

EMERGENCY WATERSHED PROTECTION PROGRAM
STATEMENT OF WORK

PURPOSE

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the Cumberland County, hereinafter referred to as the "Sponsor", for EWP Project # 5038-37-9-18-032/033/034/035/036/037/038/066/067/068/069/070/071/072/073/074/075/076/077/078/079 (Hurricane Florence) in Cumberland County, North Carolina for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

OBJECTIVES

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- 5038-032: Autry: 1301&1321ClintonRoad: $173,654.00 (NC PE Sealed Design Required) ($98,654.00 increase)
- 5038-066: BarcelonaDrBransonCr: $34,500.00 (NC PE Sealed Design Required)
- 5038-073: FleaHillDrWadeSite: $69,000.00 (NC PE Sealed Design Required)
- 5038-076: MorgantonRdHybartsBrBransonCr: $99,475.00 (NC PE Sealed Design Required)
- 5038-033: Cedar Creek: $138,240.00 (Hazardous Debris Removal)
- 5038-034: McBrideRdandUnnamedFearTrib: $3,000.00 (Hazardous Debris Removal)
- 5038-035: RamseySt-CarverCreek: $20,000.00 (Hazardous Debris Removal)
- 5038-036: SlocombRdandUnnamedFearTrib: $20,000.00 (Hazardous Debris Removal)
- 5038-037: Vass Road-Unnamed Trib to Little River: $55,000.00 (Hazardous Debris Removal)
- 5038-038: W Manchester-Little River: $4,000.00 (Hazardous Debris Removal)
- 5038-067: BaywoodRdReeceCr: $11,500.00 (Hazardous Debris Removal)
- 5038-068: BuckCrMagnoliaRd: $5,750.00 (Hazardous Debris Removal)
- 5038-069: CanadyPondRdUnnamedTrib: $6,900.00 (Hazardous Debris Removal)
- 5038-070: CedarCrRdLocksCr: $81,000.00 (Hazardous Debris Removal)
- 5038-071: CouncilRdColdCampCr: $11,500.00 (Hazardous Debris Removal)
- 5038-072: CoventryRdBuckheadCr: $47,150.00 (Hazardous Debris Removal)
- 5038-074: GalatiaChurchRdStuartCr: $11,500.00 (Hazardous Debris Removal)
- 5038-075: HW53McKinnonRd: $17,250.00 (Hazardous Debris Removal)
- 5038-077: PetersCr: $142,600.00 (Hazardous Debris Removal)
- 5038-078: Rt295UnderwoodRdGumLogCanal: $135,546.00 (Hazardous Debris Removal)
- 5038-079: SpencerRdBeaverDamCr: $9,200.00 (Hazardous Debris Removal)

BUDGET NARRATIVE

A. The estimated Round 1 costs for the Project:

1.

Total Estimated Construction Costs:	$1,096,765.00 ($98,654.00 increase)
Total Estimated Project Budgets (all project sites):	$1,228,625.89 ($110,514.89 increase)

Total Estimated Federal Assistance: $954,434.64 ($85,851.39 increase)

The budget includes:

Financial Assistance (FA):
Sites 032/033/034/035/036/037/038 and
066/067/068/069/070/071/072/073/074/075/076/077/078/079

Available NRCS Construction Assistance (75% NRCS) =	$822,573.75 ($73,990.50 increase)
Required Sponsor Construction Assistance (25%) =	$274,191.25 ($24,663.50 increase)
Total Estimated Construction Costs =	$1,096,765.00 ($98,654.00 increase)

Technical Assistance (TA):
Sites 032/033/034/035/036/037/038 and
066/067/068/069/070/071/072/073/074/075/076/077/078/079

Available NRCS Technical Assistance = $131,860.89 ($11,860.89 increase)

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 12 percent of the total construction cost not to exceed $131,860.89 for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

   a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

   b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

RESPONSIBILITIES OF THE PARTIES

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.

4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

7. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

8. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.

9. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

10. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

11. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

    a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
    b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
    c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
    d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

12. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

13. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor’s compliance with safety requirements.

17. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

18. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the ezFedgrants system or the designated email box below with a copy to the Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

    a. The r**equired supporting documentation for reimbursement of construction costs** include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

    b. The **required supporting documentation for reimbursement of in-kind construction expenses** will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

    c. The **required documentation for reimbursement of technical and administrative services** will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

19. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

20. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

21. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

22. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started

before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

23. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

24. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

25. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

26. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.

27. Submit payment requests to ezFedgrants or to the Farm Production and Conservation(FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

C. MUTUALLY AGREED

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

5. Except for item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

7. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

8. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

RESOURCES REQUIRED:

As stated in this agreement.

MILESTONES

Milestones shall include, but not limited to, the following items:

1. Pre-design/construction conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 30 days of the pre-design conference.
3. Acquire needed real property rights and permits prior to start of construction.
4. Complete any necessary engineering surveys (for sites identified as requiring NC PE sealed designs).
5. Complete draft engineering plans and specifications for NRCS review (for sites identified as requiring NC PE sealed designs).
6. Complete final engineering plans and specifications (for sites identified as requiring NC PE sealed designs).
7. Complete quality assurance plan and operation and maintenance plan (for sites identified as requiring NC PE sealed designs).
8. Solicit bids.
9. Award contract.
10. Manage construction contract and provide quality assurance as described in the QAP.
11. Provide 30-day progress reports at timely intervals
12. Provide final inspection.
13. Complete as-built drawings and/or final report.
14. Submit final payment.

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS**

DATE: **12/21/2020**

SUBJECT: **FISCAL YEAR 2020-2021 CARES ACT FUNDING FOR THE CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM AND THE ASSOCIATED BUDGET ORDINANCE AMENDMENT # B211066**

BACKGROUND

The Community Transportation Program (CTP) has been notified by NCDOT that payment of ROAP (Rural Operating Assistance Program) funds have been placed on hold for the FY21 fiscal year. Due to funding uncertainties and the current situation with COVID-19 throughout the State, NCDOT is instead encouraging all transit systems to secure funds through the FY20 Coronavirus Aid, Relief and Economic Security (CARES ACT) to supplant or "fill in" these monies to cover ROAP program expenses for the remainder of this fiscal year.

Cumberland County CTP has been informed that there is a total of $498,031 in CARES Act funding available for our transit system with no local match required. The CARES funding will be allocated in two disbursements from NCDOT. Round 1 disbursement is for a total of $183,803. The round 2 disbursement would total $314,228. The CARES funding period will run from July 1, 2020 to June 30, 2021. CTP will need $358,313 to cover the ROAP expenses for this fiscal year. Community Transportation will directly apply these CARES funds to fully cover the ROAP expenditures under the EDTAP (Elderly and Disabled Transportation Assistance Program), Employment (EMPL) and Rural General Public (RGP) Programs for the FY21 fiscal year. Staff proposes to cover current administrative and operating expenses with the remaining funds.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the agreement for FY20 Coronavirus Aid, Relief and Economic Security (CARES ACT) Program between Cumberland County Community Transportation Program and the NCDOT – Integrated Mobility Division and the associated Budget Ordinance Amendment # B211066 in the

amount of $498,031.

ATTACHMENTS:

Description	Type
DOT Memo	Backup Material

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

October 1, 2020

Ifetayo Farrakhan
Cumberland County Transportation
130 Gillespie Street
Fayetteville, NC 28301

Dear Ifetayo Farrakhan,

In March 2020, Congress passed the CARES Act providing nearly $95 Million in funding to North Carolina rural transit systems. These funds are intended to offset local revenue losses and aid in COVID-19 response and recovery efforts. The North Carolina Department of Transportation (NCDOT) is the recipient of CARES Act 5311 program funding and has established disbursement strategies for approximately $70 Million so far. Over $47 Million has been set aside for Community Transportation (CT) systems, including over $20 Million announced in May 2020 and an additional $27 Million announced in August 2020. Although it is evident that NC transit systems need financial support – particularly with the loss of FY 21 state transit funding resulting from NC House Bill 77 passed in July 2020 – thus far less than $8 Million in CARES Act reimbursement claims have been submitted (less than 20% of the amount available).

A total of $498,031.22 in CARES Act funding is available for your transit system, including $183,803.05 in funding from NCDOT's first funding disbursement announced in May 2020 and $314,228.17 in funding from NCDOT's second funding disbursement announced in August 2020 (including Appalachian funding for eligible systems). As of September 28, 2020, your agency has submitted reimbursement claims totaling $ 0.00, leaving $498,031.22 (or 100%) unclaimed and available for reimbursement of eligible expenses. To access these funds, each agency must have a funding agreement in place with NCDOT before beginning to request reimbursement for eligible expenses. As of September 28, 2020, a funding agreement is not yet in place with NCDOT for your agency.

As a reminder, all operating expenses – including staff salary and benefits, fuel, utilities, equipment, and supplies – are eligible for CARES Act funding. Once an agreement is in place, claims must be submitted through the Enterprise Business Services (EBS) system with supporting documentation. For more information about the claims process, go to the Public Transportation Connect NCDOT webpage or talk with the Planner/Mobility Development Specialist (MDS) from the Integrated Mobility Division (IMD) assigned to your transit system.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1501 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-1550

Telephone: 919-707-4670
Fax: 919-733-1391
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

Understandably, systems have taken a cautious budgeting approach and are preserving as much leverage as possible due to extreme local and state funding uncertainty. However, in order to justify the need for additional funding, transit systems and NCDOT must be able to show that all existing funding sources – particularly CARES Act funding – are needed and being utilized. Please consider these factors when developing budgeting strategies and determining how to pay for services.

If your agency has any questions or concerns regarding the CARES Act agreement or reimbursement processes, we are happy to provide additional guidance and assistance. Please contact me at 919-707-2601 or by email at hjhildebrandt@ncdot.gov with any questions or concerns.

Sincerely,

Heather Hildebrandt
Interim Director
Integrated Mobility Division, NCDOT

cc:

Vicki Evans, Cumberland County Finance Manager
Amy Cannon, Cumberland County Manager

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/11/2020**

SUBJECT: **STATEMENT OF WORK AND COMMUNICATIONS EQUIPMENT AND SERVICES AGREEMENT FOR ELEVEN MOTOROLA MCC7500 DISPATCH CONSOLES FOR 500 EXECUTIVE PLACE**

BACKGROUND

The proposal for the purchase of the Communications Equipment and Services Agreement for Eleven (11) Motorola MCC7500 Dispatch Consoles for 500 Executive Place was presented at the December 10, 2020 Board of Commissioners' Agenda Session. In order to avoid mark-up costs, certain fixtures, furnishings, and technology for the new Cumberland County Emergency Services Center will be purchased directly by the County. To ensure compatibility and standardization with existing radio infrastructure, this equipment must be purchased from Motorola. Staff was made aware that Motorola would extend a substantial discount on the eleven consoles through December 28, 2020.

The discounted price for the communications equipment presented at the December 10, 2020 Board of Commissioners' Agenda Session was $1,150,000. After that meeting, Motorola provided a further reduction in total cost of the communications equipment to $1,093,500, if purchased prior to December 28, 2020. Funds are available and budgeted for this purchase under the 500 Executive Place Project and the Sole Source documentation approved by the Finance Department is provided as an attachment.

The complete Proposal, Statement of Work and Communications Equipment and Services Agreement from Motorola Solutions which details the specifications and types of equipment to be provided with the consoles is attached for your review.

Construction bids for the Emergency Services Center are due back to the County on December 17, 2020, however, staff is requesting approval to purchase the communications equipment to be able to take advantage of the vendor discount.

RECOMMENDATION / PROPOSED ACTION

This item was presented at the December 10, 2020 Agenda Session Meeting and was approved to move forward as a Consent Agenda Item to the December 21, 2020 Board of Commissioner's Meeting. Staff requests approval of the Statement of Work, the Communications and Equipment Services Agreement, and approval to make the sole source purchase for communications equipment from Motorola in the amount of $1,093,500 by December 28, 2020.

ATTACHMENTS:

Description	Type
Sole Source Form - Motorola Communications Equipment for Emergency Services	Backup Material
Cumberland County Communications Equipment and Services Agreement (Dec 17, 2020)	Backup Material

Sole Source Request Form

Submit Completed Form to the Amanda Bullard, Purchasing Manager

Date: December 4, 2020 **Department**: Emergency Services

Vendor (Full and Correct Legal Name): Motorola Solutions Inc.

Amount Budgeted for Purchase: $1,093,500.00 **Original Budget (Y/N):** Y **or Budget Revision #:** BR210086

Grant (Y/N): N **Budget Line: Org.** 4044597 **Object Code:** 577050

Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used, etc.):

This purchase is part of the new Emergency Services Center project, specifically in support of the 911 portion. The purpose of the equipment is for the emergency communication and dispatch of Sheriff's Office, Hope Mills Police/Fire Department, Spring Lake Police/Fire Departments, Cape Fear Valley EMS, and all Fire Departments supporting the unincorporated areas of Cumberland County. The equipment requested is the MCC 7500 Radio console. The MCC 7500 consoles are Motorola's mission critical IP console supporting our ASTRO 25 network. The Motorola MCC 7500 is also the only prodcut allowed by NC DPS to connect to the VIPER network.

Which General Statute Sole Source Standard Does this Request Meet?

☐ (1) Performance or price competition is not available. Explain Below.

☒ (2) Product is available from only one source. Explain Below.

☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).

As the MCC7500 is the only product allowed to connect directly to the NCDPS VIPER system due to being a Motorola brand system. Direct connection to the VIPER net work is prudent in responder safety. The connection allows for the 911 center to "talk over" others broadcasting on a talk group. This allows for dispatch to share vital information even when other radio devices are active.

- MCC7500 Consoles connected to Viper eliminates the need for the console owner to purchase a core or master site. The consoles joining Viper use a customer leased Ethernet connection to the appropriate Viper core or Master site. The consoles utilize the Viper Master site for operation and configuration.
- The consoles will be directly tied to the Viper statewide P25 network and have access to many Viper and county mutual aid and interoperable response talk groups as well as other county talk groups without the need to purchase control stations to access the talk groups.
- Directly connected consoles to cores employ mission critical public safety features such as console priority and full duplex operation that allow dispatchers to have priority over field users and enjoy enhanced receive audio processing.

In addition to the robust feature sets that are available with MCC 7500 consoles the user joins the statewide P25 radio network that also consists of approximately 50 dispatch centers across the state. This network allows for greater flexibility during disaster and disaster response scenarios. Console configurations can be quickly developed and loaded allowing affected areas to relocate dispatch center operations, quickly add any required talk groups, and maintain communications to local and visiting mutual aid personnel via the Viper P25 system. A county's console site user profile can be loaded at other MCC7500 Dispatch Centers that are connected to Viper allowing the foreign dispatch center in the equipment to technically serve as a backup radio dispatch center for the affected dispatch center.

Required Attachments:

1. **If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.**
2. **Attach the quote submitted by the vendor for the purchase.**

Recommended By: Gene Booth

Department Head

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By:

Amanda Pullard Date: 12-17-20

Title: Purchasing Manager

~~BOCC Meeting Date~~: _____ **~~Deadline to Notify Vicki~~:** _____ **~~Deadline for Novus Entry~~:** _____

MCC7500 CONSOLES

The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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REF/Control No. XX-XXX

TABLE OF CONTENTS

Cover Letter

Section 1

Statement of Work

1.1 Motorola Responsibilities

1.2 Cumberland County Responsibilities

1.3 Assumptions

Section 2

Description

2.1 Communications Consoles

2.2 MCC 7500 Consoles

2.3 MCC 7500 Dispatch Console with VPM Overview

2.3.1 Console Site Architectures

2.3.2 Dispatch Console

2.3.3 Dispatch Console — Operator Position

2.3.4 Voice Processor Module (VPM)

2.3.5 MCC 7500 VPM Peripherals

2.3.6 Desktop Speakers

2.3.7 Desk Microphone

2.3.8 Footswitch

2.3.9 Instant Recall Recorder Port (for Radio)

2.3.10 External Paging Encoder Port

2.3.11 Local Logging Recorder Port

2.3.12 Headset Jacks

2.4 MCC7500 Elite Dispatch Position

2.4.1 Elite Dispatch Main Window

2.4.2 Radio Resource Window

Section 3

Equipment List

Section 4

Pricing

Section 5

Communications Equipment and Services Agreement

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196
USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

11/12/2020

Gene Booth
Cumberland County Emergency Services
131 Dick St
Fayetteville, NC 28301

Subject: MCC7500 Consoles

Dear,

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide Cumberland County with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola’s solution includes a combination of hardware, software, and services. Specifically, this solution is for MCC7500 console equipment and provides:

- Eleven MCC7500 console operator positions with connventional channel gateway equipment

We thank you for the opportunity to furnish Cumberland County with “best in class” solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

[Scott Hopkins]
[Motorola Solutions VP]

SECTION 1

STATEMENT OF WORK

Motorola is proposing to Cumberland County the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Cumberland County Operation Dispatch Center	MCC7500 Console equipment with CSC and CCGW, Eleven console operator positions.

The document delineates the general responsibilities between Motorola and Cumberland County as agreed to by contract.

1.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Perform the programming and optimization of the Motorola supplied equipment described above.
- Schedule the programming and optimization in agreement with Cumberland County.
- Provide Cumberland County with the appropriate system interconnect specifications.

1.2 CUMBERLAND COUNTY RESPONSIBILITIES

Cumberland County will assume responsibility for the installation and performance of all equipment and work necessary for completion of this project that is not provided by Motorola. Cumberland County's general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for installation
- Cumberland County personnel shall install all console operator dispatch and related backroom network equipment.
- Cumberland County personnel will provide and install all required network and peripheral equipment and cables. These to include any KVM extension cables that may be required.
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies or FCC licenses for project as required.
- Provide required Ethernet interconnections to the appropriate VIPER P25 Master Site.
- Provide adequate physical space, HVAC and electrical requirements at all locations for the new equipment
- Motorola will assist Cumberland County with technical requirements and specifications for site links.
- Cumberland County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Cumberland County's vendors or other contractors.

1.3 ASSUMPTIONS

Motorola's proposal on information gathered from meetings with Cumberland County and an analysis of their existing system and requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Cumberland County, a revised proposal with the necessary changes and adjusted costs will be required. Changes to the equipment or scope of the project after contract will require a change order.

- Eleven (11) new MCC7500's console positions are provided to be located at the Cumberland County 911 Operations Center. The County's system will also include equipment to operate up to fourty (40) conventional radio resources.
- Instant Recall Recorder software for each operator position is included.
- One twenty two (22) inch touch screen monitor display is included for each operator position
- The standard console spare equipment package is included for the Dispatch Center
- A Conventional Site Controller is supplied to operate the console in backup mode in the event of a Master Site link failure
- The VIPER System Manger must approve the addition of all consoles or new talk groups for Cumberland County. Cumberland County shall work directly with VIPER personnel to obtain any working agreements or documentation that may be required regarding use of the VIPER system as well as connection of the MCC7500 consoles.
- VIPER Master Site License expansion costs required for the consoles are included.
- Consoles utilized on the VIPER system will operate on version 7.17.3 ASTRO P25 system release. Cost for future system upgrades of the consoles are not included in the equipment but will be provided as part of the proposal. VIPER console users must maintain console release versions that are current with the VIPER system release.
- The Cumberland County console site will require Ethernet connectivity with the designated VIPER Zone Master Site. Obtaining Ethernet connectivity as well as any recurring costs for connectivity to VIPER shall be the responsibility of Cumberland County. Motorola will provide Cumberland County with the Ethernet requirements and specifications for the console to Master Site link.
- Costs for IP logging recorder equipment has not been provided with this quote for Cumberland County.
- One (1) Archiving Interface Server (AIS) and Firewall are provided that would interface with an IP radio logger voice recorder. The IP logging recorder is used for long term recording of VIPER trunked radio traffic as well as conventional radio stations that connect to the console system.
-
-
- Twenty (20) new All Band APX Control stations are provided to serve as backup for Primary Viper talk groups in the event of a Master Site link failure.
- No towers, shelters, generators or UPS devices are included in this pricing.
- The pricing quoted assumes adequate physical space, HVAC and electrical requirements at all locations for the new equipment.

SECTION 2

DESCRIPTION

Motorola is proposing a communications solution for Cumberland County, North Carolina that details implementation of a Motorola P25 MCC7500 IP consoles. Eleven new MCC7500 console operator positions will be provided and installed at the new Cumberland County dispatch facility. The consoles will join the VIPER statewide radio network system and have leased Ethernet links to the VIPER P25 Master Site. Motorola has developed a comprehensive design and implementation plan based on the needs of Cumberland County. The integration plan accounts for how console equipment will be installed.

The system design consists of a MCC7500 IP based Consoles to be located at the Main 911 Dispatch facility as requested by the customer. The proposal provides eleven operator position MCC7500 IP based Consoles at the 911 Dispatch. Consoles are anticipated to be utilized and connected with the statewide VIPER P25 radio network Master Core designated by Viper. Conventional Channel Gateway (CCGW) equipment is provided to control up to forty (40) conventional resources (911 Dispatch) for use with the respective MCC7500 console locations. Examples of conventional resources are backup 800 MHz resources for VIPER, conventional UHF, and VHF channel resources.

A Conventional Site Controller (CSC) is supplied at each of the locations to operate the console in backup mode in the event of a Master Site link failure.

Software based Instant Recall voice recorder systems will be installed on each operator position computer at each respective location. This will allow for recall of recordings of recent voice traffic by the dispatch operator. This system is not a replacement for and does not provide functionality of a long-term voice recorder or recording storage system. Long-term voice recording equipment or IP recording equipment is not part of this quotation.

Advantages of connecting with a VIPER Core

- MCC7500 Consoles connected to Viper eliminates the need for the console owner to purchase a core or master site. The consoles joining Viper use a customer leased Ethernet connection to the appropriate Viper core or Master site. The consoles utilize the Viper Master site for operation and configuration.
- Consoles joining Viper join the Viper statewide P25 network and have access to many Viper and county mutual aid and interoperable response talk groups as well as other county talk groups without the need to purchase control stations to access the talk groups.
- Directly connected consoles to cores employ mission critical public safety features such as console priority and full duplex operation that allow dispatchers to have priority over field users and enjoy enhanced receive audio processing.

In addition to the robust feature sets that are available with MCC 7500 consoles the user joins the statewide P25 radio network that also consists of approximately 50 dispatch centers across the state. This network allows for greater flexibility during disaster and disaster response scenarios. Console configurations can be quickly developed and loaded allowing affected areas to relocate dispatch center operations, quickly add any required talk groups, and maintain communications to local and visiting mutual aid personnel via the Viper P25 system. A county's console site user profile can be loaded at other MCC7500 Dispatch Centers that are connected to Viper allowing

the foreign dispatch center in the equipment to technically serve as a backup radio dispatch center for the affected dispatch center.

2.1 COMMUNICATIONS CONSOLES

The MCC 7500 consoles are Motorola's mission critical IP console supporting our ASTRO 25 network, and is the most advanced offering in our line of radio dispatching products.

The MCC 7500 console features Motorola's proven Gold Elite graphical user interface (GUI). Key information and critical functions are clearly identified with easy to understand icons. Dispatchers can quickly recognize these icons instead of reading text, thus maximizing their productivity.

The critical tools users need to communicate with field personnel are at their fingertips. Dispatchers can quickly see information about who is calling, the time and call type. Channels or talkgroups are displayed in on-screen "folders" for prioritization. Flashing red indicators easily identify incoming emergencies.

The MCC 7500 Dispatch Console equipment consists of a family of products that work together through the ASTRO 25 system IP network to enable dispatchers to communicate to users in the field as well as manage dispatching resources and channels.

- The MCC 7500 Dispatch Console is an IP-based radio dispatch console. It can manage trunked audio, conventional audio and paging tones.
- The Conventional Channel Gateway provides an IP interface for analog and digital conventional systems, allowing dispatchers to communicate with these resources through the MCC 7500 dispatch console.
- The Aux I/O allows dispatchers to monitor and/or control the statuses of external devices via relay closures and input buffers.
- The Conventional Site Controller supports continued communication between and operation of the various components of a dispatch console site in the event the site loses communications with the radio network controller.

New Motorola MCC7500 IP based console equipment that is utilized with the Motorola P25 radio systems will be installed at the Cumberland County Dispatch facility. The new console equipment will consist of eleven operator positions at the dispatch center. The consoles will use conventional channel gateways (CCGW) to operate conventional channels and control stations for existing systems communications and interoperability requirements.

Upon implementation, the CCGW equipment will support interoperability, backup and conventional operation. The consoles will have a direct connection to the VIPER Master site. This connectivity will support wide area P25 operation for the consoles.

2.2 MCC 7500 CONSOLES

The Motorola MCC 7500 Dispatch Console is Motorola's high-tier, mission-critical IP radio Dispatch Console equipment.

Many of the features in the CENTRACOM Gold Series Elite product are carried forward to the Motorola MCC 7500 Dispatch Console.

In addition to these legacy features, the Motorola MCC 7500 Dispatch Console product line can provide new features. Some of the more important new features include:

- Seamless integration with ASTRO® 25 trunking systems.
- Supports the IP protocols of the ASTRO® 25 system's transport network, so MGEGs and AEBs are no longer needed to interface the Dispatch Consoles to a trunking system, and no CEB is needed for conventional systems.
- Encryption and decryption in the dispatch positions which allows true end-to end encryption in the radio system.
- Remote centralized end to end key management using over the Ethernet keying (OTEK).
- Configuration of the MCC 7500 Dispatch Consoles through the radio system's centralized configuration subsystem allowing for a single point for configuring the radio system.
- Management of the MCC 7500 Dispatch Consoles through the radio system's centralized network management subsystem allowing a single point for managing faults, accounting, performance, and security of the radio system.
- Centralized and/or distributed logging of conventional and trunked radio audio, associated radio call information, and certain radio system events.

Motorola's MCC 7500 Dispatch Consoles consists of:

- MCC 7500 Dispatch Console
- MCC 7500 Archiving Interface Server (AIS)
- Auxiliary Input & Output (Aux I/O) Server
- Conventional Channel Gateway (Analog and Digital)
- Conventional Site Controller

Motorola MCC 7500 Dispatch Console equipment connects directly to the system's IP transport network. It uses the IP packet protocols for passing call control data and call audio through the system.

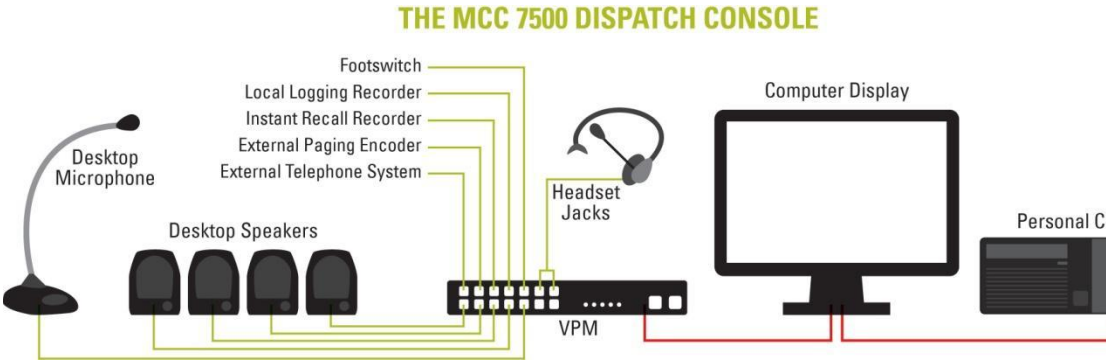
Dispatch Consoles

The MCC 7500 Dispatch Console equipment consists of the MCC 7500 Dispatch Console (and its associated peripheral hardware), the MCC 7500 Archiving Interface Server , the Conventional Channel Gateway (CCGW) (also known as the conventional base station interface) either analog or digital, and the Aux I/O server.

In addition, Active Directory Domain Controllers are required for a console with MCC 7500 Dispatch Consoles. The Domain Controller is needed to support Domain Name Server (DNS) and Active Directory services for the MCC 7500 Dispatch Consoles. The controllers are located at the P25 Master Site.

Each dispatch console registers and affiliates with the central controller. This affiliation procedure manages intra- and inter-zone (trunking only) traffic flow. Call traffic is routed only to a dispatch console which is actively monitoring that group. Consequently, every dispatch console in the system must be assigned a unique ID, just as each radio has its own unique ID. Aux I/Os allow customers to

control external devices through relay closures and sense the state of external devices through input buffers from the MCC 7500 Dispatch Console.



2.3 MCC 7500 DISPATCH CONSOLE WITH VPM OVERVIEW

The MCC 7500 Dispatch Console is a Mission Critical IP command and control solution designed to provide optimal quality audio and reliable communication. A dispatch console or "console position" interfaces directly to the IP network to support communication and administration activities for trunked and conventional radios.

Each console operator can be setup to monitor talkgroups, multi-groups, and channel resources. Additionally, the MCC 7500 console can be established to provide end-to-end voice encryption for secure communication, priority handling of emergency calls, and Agency Partitioning depending on your system architecture and system implementation.

2.3.1 Console Site Architectures

A console site in the MCC 7500 Dispatch Console subsystem can have one or more console operator positions. The location of the dispatch console, the system architectures it supports and customer requirements determine the equipment included at a console site. The console site can be found in one of the following site architectures:

- **Console Site** - co-located at a Master Site
- **Remote Console Site** - co-located at a Conventional RF Site
- **Remote Console Site**
- **Remote Console Site at a Distributed Conventional Hub Site in a Conventional Subsystem**

Console sites are designated as co-located or remote based on how they interface to the masterSite (zone core). A console site is considered co-located if the site's Ethernet LAN switch is connected directly to a port on one of the master site LAN switches. Up to four console sites can be co-located at a master site that includes two master site LAN switches.

Remote Console Sites require a console site router or Site Gateway device and are connected to the zone core through a Wide Area Network (WAN) link. Large control rooms with many dispatch consoles may be divided into two or more console sites to support performance and availability requirements.

2.3.2 Dispatch Consoles

A Console Site can contain various Dispatch Console Subsystems each consisting of various different components depending on the console site architecture and features purchased. Dispatch console operator positions can share some of the subsystem equipment at a console site. A Dispatch Console Subsystem could contain any of the following equipment:

• MCC 7500 Dispatch Console Operator Position (a Windows-based platform)
• Voice Processor Module (VPM) for each operator position – Interface to peripheral equipment
• Peripheral Equipment: Speakers, Microphones, other peripherals
• Archiving Interface Server (AIS) – interface support for the console and logging equipment
• Logging Recorders and Replay stations – for audio and information archiving
• Aux I/O Servers – an interface external components with the console
• Ethernet LAN Switch – Remote Console Site
• Site Router or Site Gateway devices (for a Remote Console Site)

Equipment at a remote site that would not be considered part of the dispatch console subsystem but might be co-located with the dispatch console subsystem could include, but may not be limited to, the following:

• Network Time Protocol source
• Conventional Channel Interface devices (routers or site gateway devices)
• Conventional Base Radios
• Conventional Site Controller

Each Console Operator Position has a dedicated VPM which interfaces to the Ethernet LAN Switch at the console site. Additionally, if the Audio Logging is implemented, the Archiving Interface Server (AIS) also has a dedicated VPM. The VPM provides all the audio processing services and encryption/decryption services for the VPM-based dispatch console and the AIS which include the following:

• Vocoding services capable of supporting AMBE and IMBE
• Audio processing services - capable of supporting audio level adjustments, summing, filtering, and multiple, simultaneous audio streams.
• Encryption and decryption services - Capable of supporting multiple simultaneous encryption/decryption sessions using multiple algorithms and multiple secure keys.

2.3.3 Dispatch Console — Operator Position

The MCC 7500 Dispatch Console consists of a Motorola-certified tower PC with built-in LAN connection, a monitor, and the operator interface.

The computer used in the MCC 7500 Dispatch Console Operator position uses the Microsoft® Windows Vista® Business edition Operating System and Motorola software to provide call processing services through a graphical user interface (GUI).

The MCC 7500 Dispatch Console includes a suite of Application Programming Interfaces (APIs that may be used by third-party companies to interface Computer-Aided Dispatch (CAD) systems, Non-Motorola dispatch consoles, or other devices with the Motorola radio system.

Dispatch Operator Position

1. Power Button
2. Headset
3. USB 3.0 charging data port
4. USB 3.0 data port

2.3.4 Voice Processor Module (VPM)

The Voice Processor Module (VPM) is a device that combines the functions of a voice card, encryption card, and a general purpose input/output module in an MCC 7500 Console subsystem. The VPM provides the necessary interfaces to connect analog devices to the MCC 7500 digital console and it is responsible for audio routing between the dispatch operator, peripherals, and the local network. It contains both digital and analog (audio) circuits to support the secure and clear voice processing.

The low-profile VPM can be rack mounted, console furniture mounted or placed on the desktop. The VPM communicates with the console operator position computer over Ethernet. The VPM can be up to 100 Meters (328 feet) from the Ethernet switch. This allows the operator position computers to be installed in a separate computer room and the VPM to be at the operator position.

VPM Front View

2.3.5 MCC 7500 VPM Peripherals

MCC 7500 VPM works with the following peripherals:
• One desktop microphone
• Two headset jacks
• Eight desktop speakers
• One logging recorder (not included)
• One radio instant recall recorder
• One telephone instant recall recorder
• One external telephone set
• One external paging encoder
• One footswitch
• One generic transmit audio input

2.3.6 Desktop Speakers

The VPM can support up to eight speakers. Each speaker on a dispatch console contains unique audio. That is, an audio source cannot appear in multiple speakers at a single dispatch console.

Desktop Speaker

The speaker is a self-contained unit that is placed on a desktop, mounted in a rack/furniture, mounted on a wall, or mounted on a computer monitor. It contains an amplifier that provides a maximum of 2 Watts of power. The VPM provides power for the speakers through its interconnecting cable. A mounting bracket is included with the speaker. The speaker is designed for use near computer monitors.
The speaker provides the user with a continuous volume control. This serves as a master volume control for all the audio that appears in the speaker. When the user adjusts this volume control, all the audio in the speaker is increased or decreased by the same amount. The speaker is configured to provide either full muting or a fixed level (determined by the hardware and not user adjustable) when its volume control is set to its minimum level. The cable supplied with the speaker contains one end with two of the pins shorted together. When plugged into the speaker, this end causes the minimum volume to be set to full mute. If the other end of the cable is plugged into the speaker, the minimum volume is set to the minimum level.

2.3.7 Desk Microphone

The VPM is capable of supporting a desktop microphone. The desktop microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature. The other button controls the Monitor feature.

Gooseneck Microphone

The desk microphone is permanently fastened down, or it is left loose so the dispatch console user can pick it up while using it. The 18–inch long, flexible shaft allows the base to be placed behind a keyboard or writing area and still be able to position the microphone head within a few inches of the speaker's mouth.

If a desk microphone is connected to a dispatch console while no headsets are connected, the desk microphone is active whenever any transmit function is active.

If a desk microphone is connected to a dispatch console while one or two headsets are connected, the desk microphone is only active during a transmit function if its transmit button is pressed. This prevents the desk microphone from picking up unwanted background sound while the dispatch console user is using a headset to transmit.

The microphone head is compatible for use with CRT monitors.

2.3.8 Footswitch

The VPM can support a single footswitch, which can contain either one or two pedals:

• If a footswitch with one pedal is used, the pedal controls the General Transmit feature.

• If a footswitch with two pedals is used, one pedal controls the General Transmit feature and the other controls the Monitor feature.

The footswitch allows users to operate these features with their feet so their hands are freed for other tasks. If desired, the footswitch is permanently fastened to the floor.

MCC 7500 Footswitch

2.3.9 Instant Recall Recorder Port (for Radio)

The Instant Recall Recorder (IRR) port (for radio) allows an instant recall recorder to be connected to a dispatch console. The port provides an RJ45 connector with a 600 Ohm analog audio output containing the receive radio audio on the selected channels. Tones generated by the dispatch console (For example, emergency tones, callback tones, and busy tones) are not included in the audio output. In this way, they do not interfere with a dispatch console user's ability to understand the voice audio that is recorded.

No playback speaker input or recording control line output are provided on the port. Generally, the third-party instant recall recorder provides these functions.

Short-term, console-specific audio recording is a mechanism used to record a portion of the inbound audio present on a specific dispatch console and make it readily available to the dispatch console user. This recorded audio is retained by the recording system for a short period of time (typically about 60 minutes) and is easily played back by the dispatch console user, which allows the dispatch console user to replay received audio that might have missed.

2.3.10 External Paging Encoder Port

The External Paging Encoder Port feature allows an external tone paging encoder to be used with a dispatch console to provide tone paging services. Paging tones generated by the encoder are transmitted by the dispatch console on the selected conventional radio resource(s). If a user wants to send paging tones on an ASTRO® 25 Conventional channel, an external paging encoder is required. This feature has an RJ45 connector with an analog 600 Ohm audio input to which the paging tones are applied. A Paging Push-to-Talk (PTT) input enables a dry contact closure to be applied that indicates when the dispatch console should transmit the tones on the radio channel(s).

When the dispatch console sees the Paging PTT input go active, it transmits the audio appearing at the audio input on the selected conventional channel(s). If PL Stripping is enabled on a conventional channel, the PL is stripped when the paging tones are transmitted. No de-emphasis filtering is performed and no talk extend is provided with externally generated tones. Generally, the external paging encoder provides these functions.

2.3.11 Local Logging Recorder Port

The Local Logging Recorder Port allows an external logging recorder to be connected to a dispatch console. The port provides an RJ45 connector with a 600 Ohm analog output. The audio that appears on this output is configured and is typically the audio that is transmitted and/or received at that dispatch console.

The configuration of audio presented at this port is tied to the physical dispatch console, so that no matter what user is logged on the dispatch console, the same type of audio is logged. This configuration is done as part of configuring the dispatch console at the radio system's network manager. The local logging recorder port is configured to log any combination of the audio sources listed below:

• Audio received from the currently selected radio resources. The level of this audio is not affected by either the individual volume setting of the radio resource or the master volume control on the speaker or headset jack.

• Microphone audio being transmitted to the currently selected radio resources by the operator.

• Microphone audio being transmitted to unselected radio resources by the operator.
• Any tones generated by the dispatch console that appear in its speakers, such as trunking tones and emergency tones.
• Tones generated by an external paging encoder.
Long-term, console-specific audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch console. This recording is usually done by providing a logging port at the dispatch console and wiring that port to a track of an audio recording device. These recordings are typically archived for long-term storage and provide a historical record of the Radio Communications made at a given dispatch console.

2.3.12 Headset Jacks

The VPM is capable of supporting up to two headset jacks. A headset jack allows a dispatch console user to use a headset while operating the dispatch console. The headset jack supports headsets that use either PJ7 (6-wire) or PJ327 (4-wire) long frame connectors. 6-wire headsets have a PTT button while 4-wire headsets do not have a PTT button. The headset jacks ship from the factory configured for 6-wire headsets. If 4-wire operation is desired, changes must be made inside the headset jack box depending on the version of the headset box.

Headset Jack

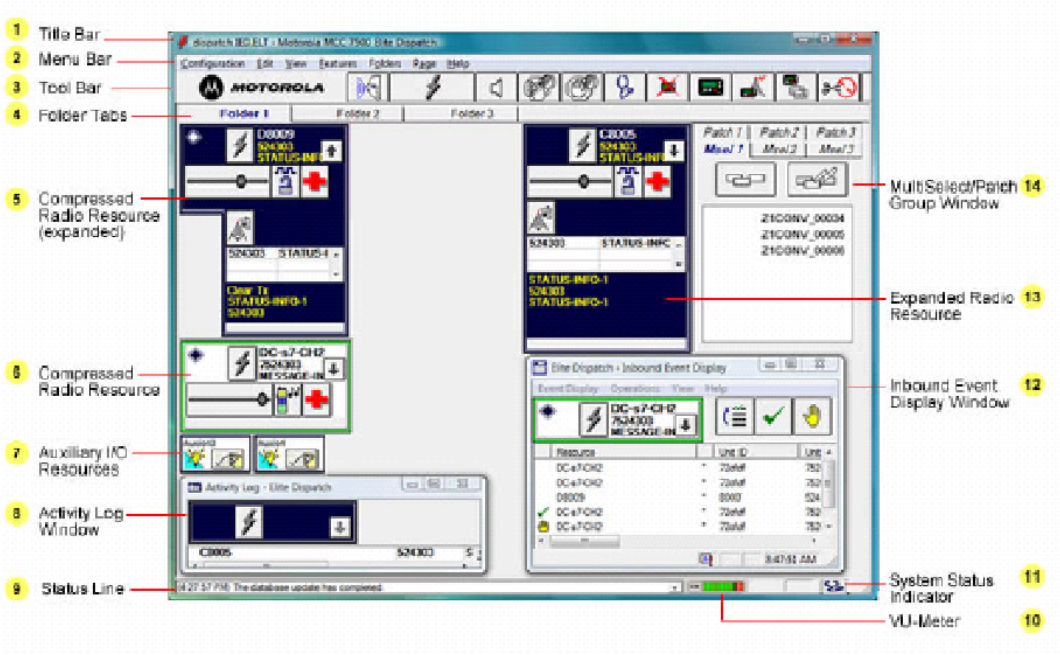
The headset jack contains two volume controls:
• For adjusting the level of received radio audio
• For adjusting the level of received telephone audio
A small dimple is molded into the headset jack housing near the telephone volume control so a dispatch console user can tell them apart without having to look at them. The headset jack allows users to use headsets, which both decreases the ambient noise in a control room and reduces the effect of any ambient noise on dispatch console transmissions. This improves the quality of the audio being transmitted from the control room and allows the dispatch console users to hear received audio more clearly.
When a headset is plugged into a headset jack, the selected receive audio is typically removed from the speaker(s) and routed to the headset earpiece.

If a telephone set connected to a dispatch console external telephone port is taken off hook while a headset is connected to a dispatch console, the selected radio audio is removed from the headset earpiece and routed to the appropriate speaker(s). The received telephone audio is routed to the headset earpiece. The headset microphone becomes live and its audio is routed to the external telephone set. This allows a dispatch console user to talk and listen on the telephone set in a hands-free full-duplex mode.

The headset jack is mounted either underneath a writing surface or on top of a writing surface. The headset jack is designed with a low profile and rounded edges to minimize “knee banging” when mounted underneath a writing surface.

2.4 MCC7500 ELITE DISPATCH POSITION

2.4.1 Elite Dispatch Main Window



Dispatch Window Elements

1	Title Bar	Shows the name of the configuration currently open.
2	Menu Bar	Displays the menus available in Elite Dispatch. See Elite Dispatch Menu Options for more information.
3	Toolbar	Toolbars display shortcut buttons for commonly used menu items and features. Toolbar contents are configured by the Administrator. See Toolbar for more information.
4	Folder Tabs	The resources in a configuration are grouped into folders to simplify desktop organization. Resources in the selected folder appear on the desktop. To select a different folder, choose its folder tab. Only one folder can be selected at a time.

5	**Compressed Resource (expanded)**	When the operator clicks the drop-down arrow of a compressed resource, a flap is displayed which shows all the features of the resource.
6	**Compressed Resource**	To conserve screen space, some resources may be compressed. They can be expanded using the drop-down arrow on the compressed resource.
7	**Auxiliary I/Os or Auxio Resources**	These allow control of an external device (such as a door, light or alarm) monitored by the control center and display its status, usually on/off or open/close.
8	**Activity Log**	Lists the most recent calls received at the console. This is an optional display which can be disabled by the Elite Administrator. If enabled, the dispatcher can elect to show or hide the Activity Log.
9	**Status Line**	Displays status and error messages. To see a list of the most recent messages, select the down arrow to the right of the status line. To close the list, select the arrow again.
10	**VU-Meter**	Appears in the status line and indicates the audio level of incoming or outgoing audio transmissions.
11	**System Status Indicator**	Appears in the lower right-hand corner of the Elite desktop if there is a change in system status. See System Status Indicator for more information.
12	**Event Display Window**	Lists events received at the console. This is an optional feature which is configured by the Elite Administrator. If enabled, the dispatcher can elect to show or hide the Event Display window.
13	**Expanded Radio Resource**	A resource that is set up to always display all features. It is locked so that the set of displayed features cannot be compressed by the dispatch operator.
14	**MultiSelect/Patch Group Window**	Displays the Multiselect (Msel) and Patch folders associated with the selected configuration, and lists the resources in the currently selected Msel or Patch folder. If the Msel or Patch folder includes a lock icon, the resources included in the group cannot be edited by the Dispatch operator.

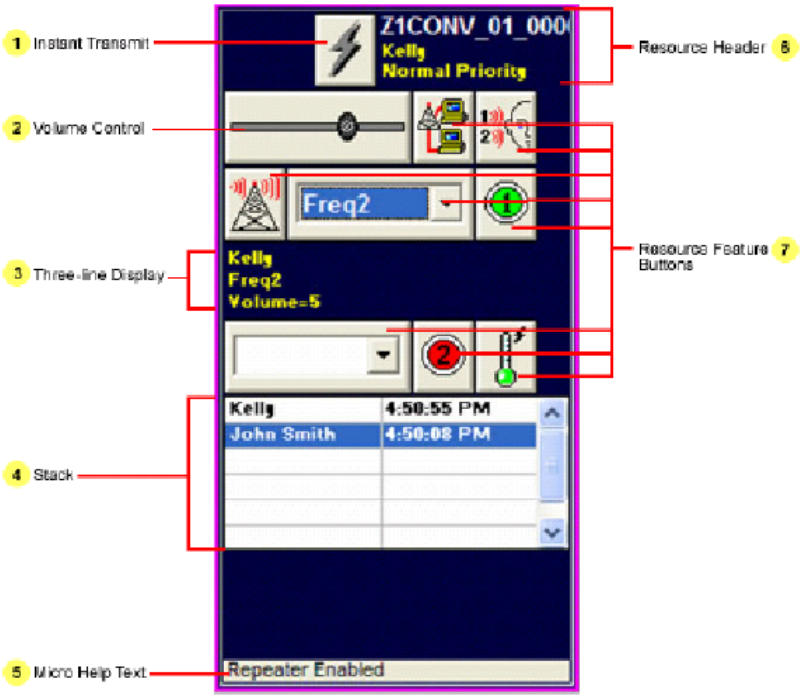
VU-Meter

The VU-Meter feature on the Dispatch Console provides a visual indication of audio input/output levels. Using the VU-Meter, a Dispatch user can adjust the volume of the speakers or reposition the microphone for optimal audio levels.

2.4.2 Radio Resource Window

Radio resource windows can be viewed two ways: Expanded View or Compressed View. When a resource is compressed, a small arrow button next to the resource header allows you to expand the window. A resource that has been added to a folder in its *expanded* mode has no arrow button because it always displays all resource feature buttons.
Radio resource windows are configured in the Elite Admin application. The appearance of radio resources in your system may be different, depending upon the features and the arrangement determined by the Administrator.

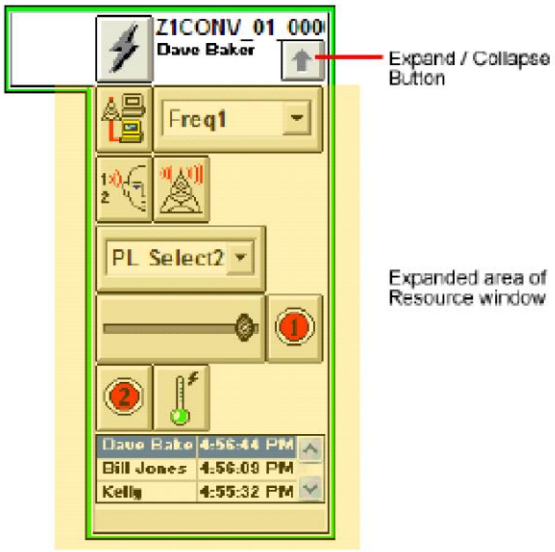
An example of a radio resource window in expanded view



1	**Instant Transmit Button**	Press and hold this button to send an Instant Transmit to the resource. Changes to red during transmission.
2	**Volume Control**	Slide control to increase or decrease the volume of the resource's audio. Adjust by dragging the button left or right.
3	**Three-line Display**	Optional panel on the radio resource and configured by the Administrator. Up to three lines of information specific to this resource can be displayed.
4	**Stack**	Displays incoming calls to this resource. Calls are listed in chronological order with the newest entry at the top of the list. See the section "Using the Stack" for more information.
5	**Micro Help Text**	Brief descriptive text displayed as a user moves the mouse over a button or feature on a resource window.
6	**Resource Header**	Displays up to three lines of information. First line is always the radio name. Lines 2 and 3 are optional and configured by the Administrator.
7	**Resource Feature Buttons**	Features available for use with a radio resource can be accessed quickly by clicking on the feature buttons included in the window. Features are assigned to resources by the Administrator. To review all the feature buttons, see Radio Resource Features.

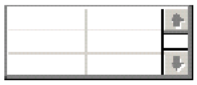
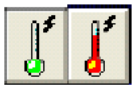
Compressed View

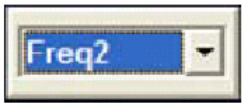
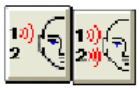
To conserve space on the screen, some resource windows can be displayed in their *compressed* mode. Although compressing resource windows allows the user to fit more on the screen, it also hides some information. Resources that have the ability of showing or hiding more information have an arrow button located in the resource header.

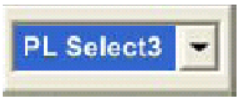
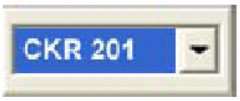


Radio Resource Features

Features available for use with a radio resource can be accessed quickly by clicking the feature buttons included in the Radio Resource window. The features for each resource are configured in the Elite Admin application. The following table describes the feature buttons available in Elite Dispatch console.

Button	Feature Name	Description
	Emergency	Allows the Dispatch operator to quickly respond to an emergency call. When clicked, this button displays the Emergency Quicklist on the operator's console.
	Transmit Mode	Allows the Dispatch operator to select the transmit mode used for outbound transmissions on a specific resource.
	Call Alert	Feature which provides an indication on the console position or radio that a call is requested with a specific unit.
	Private Call	Feature used to establish private communication between a console position and a radio.
	Volume	Volume control on a resource so the Dispatch operator can adjust the audio volume for the radio.
	Stack	A multi-line stack which displays incoming calls on a resource. The left-hand column displays the alias or ID of the initiating radio, the right-hand column is configured by the Administrator.
	Three-line Display	A three-line display on the resource which may be a feature or text. Content on each line is configured by the Administrator.
	Priority Select	Toggle this button to switch between Normal Priority (green) and Tactical Priority (red) for this resource. A dispatch operator may use this feature to assign a higher priority, giving the resource a better chance of gaining communication access during a repeater busy scenario. Only emergency calls have a higher priority than tactical.
	Repeat Enabled/Disabled	Toggle this button to allow the audio received from the base station to be repeated to other subscriber units or whether those received calls will only be heard at console positions.

	Frequency Select	If a resource is equipped with multiple frequencies, the desired frequency can be selected from the frequency select drop-down list.
	Secondary Receiver Muted/Unmuted	Some radios are equipped with a talkaround switch that allows them to transmit to each other without going through the system repeaters. Consoles may have a secondary receiver tuned to the talkaround frequency, allowing the operator to hear talkaround conversations at the console. The Mute Secondary Receiver feature allows the operator to mute the receiver tuned to the talkaround frequency so talkaround conversations cannot be heard at the console.
	Remote Monitor	Remotely command a radio to key-up its microphone and transmit for a short period of time. It is a listen-only mode and the radio shows no indication that it is transmitting. The feature is used if a radio is stolen or if the user is not responding to calls.
	Radio Check	Check if the subscriber unit is functioning on a resource, without causing interruption to the specific unit. It can be used as a routine preventive maintenance check or as a specific action, when the operator has some reason to doubt the availability of the unit.
	Radio Enable/Disable	Enable or disable the subscriber unit remotely. It can be used to disable a stolen or lost unit or to enable a previously disabled unit.
	Status Request	Remotely interrogate a subscriber unit and obtain its current status.
	Voice Sel Call	Communicate with a single console or radio unit without having other units on the same channel listening to the conversation. It eliminates the annoyance of users having to listen to traffic that has nothing to do with them.
	Channel Marker Available/Activated	Activate a channel marker button on a resource to identify a channel as priority and to warn non-critical radio users not to transmit. All parallel Dispatch consoles will see an activated channel marker and any operator position can deactivate it. A single operator position is permitted to activate up to 20 channel markers.

	Private Line Select	If a resource is equipped with Private Line capability, the desired Private Line can be selected from the drop-down list.
	External Controller Enabled/Disabled	Known as "Takeover", this feature allows an operator to take over or cease the communications being initiated from a remote console. The Takeover Switch inhibits or permits the circuit used by these remote positions to communicate with the system. By default, the circuit allowing the remote console to operate is enabled.
	Outbound Secure Key	Available for digital conventional resources only. Allows a Dispatcher to select from a list of encryption keys for secure transmission.
	Wildcards I and II	Similar to the Auxiliary I/O controls, Wildcards can be used to toggle the state of an external control at a base station.
	Main/Alternate Channel control	Allows a Dispatcher to choose which channel is active for a conventional site. The Main/Alternate button may appear on the resource in one of three states: Main channel active, Alternate channel active, Main/Alt state Unknown. (The default button states are shown here.)
	Channel-associated Public Auxiliary I/O	An Auxiliary I/O button may appear on the resource in one of three states: Inactive, Active, or Unknown. (The default button states are shown here.) If the Aux I/O is safety-protected, a icon appears at the top left side of the Inactive state button.
	Resource not available indicator	The resource status feature is used to inform the operator of the availability of a resource. When the resource becomes fully functional, the indicator is removed. For channels capable of analog or digital operation, the partially available indicator means that analog communication on the channel is unavailable; only digital mode communications are available while the resource is in this state.
	Resource partially available indicator	

SECTION 3

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

Consoles

QTY	NOMENCLATURE	DESCRIPTION
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
11	B1933	MOTOROLA VOICE PROCESSOR MODULE
11	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
11	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
11	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
11	CA00147AF	ADD: MCC 7500 SECURE OPERATION
11	CA00182AB	ADD: AES ALGORITHM
11	CA00245AA	ADD: ADP ALGORITHM
11	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
11	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
11	TT3492	Z2 G4 MINI WORKSTATION NON RETURNABLE
22	B1912	MCC SERIES DESKTOP SPEAKER
11	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
22	B1913	MCC SERIES HEADSET JACK
11	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
11	DDN2722	DUAL IRR SW USB HASP WITH LICENSE (V51)
11	DSICUSBAUDIO7D	STARTECH 7.1 USB AUDIO ADAPTER SOUND CARD
11	DDN9649	INSTANT RECALL RECORDER CABLE FOR MCC 7500
11	DSLOGITECHZ130	LOGITECH Z130 SPEAKERS
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
11	T7885	MCAFEE WINDOWS AV CLIENT
3	CLN1868	2930F 24-PORT SWITCH
3	CLN1866	FRU: 1M DAC CABLE
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	T7038	GCP 8000 SITE CONTROLLER

1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	X153AW	ADD: RACK MOUNT HARDWARE
5	SQM01SUM0205	GGM 8000 GATEWAY
5	CA01616AA	ADD: AC POWER
5	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
2	B1905	MCC 7500 ASTRO 25 SOFTWARE
2	B1933	MOTOROLA VOICE PROCESSOR MODULE
2	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
2	CA00147AF	ADD: MCC 7500 SECURE OPERATION
2	CA00182AB	ADD: AES ALGORITHM
2	CA00245AA	ADD: ADP ALGORITHM
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	T7885	MCAFEE WINDOWS AV CLIENT
2	TT3492	Z2 G4 MINI WORKSTATION NON RETURNABLE
1	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
1	T8126	FORTINET FIREWALL APPLIANCE
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
12	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
5	DSF2B56AA	USB EXTERNAL DVD DRIVE
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	CA00245AA	ADD: ADP ALGORITHM
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNABLE
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	DLN6781	FRU: POWER SUPPLY
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	CA02629AC	ADD: EXPAND 7.17 M CORE
3	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)

20	L37TSS9PW1 N	ALL BAND CONSOLETTE
20	G90	ADD: NO MICROPHONE NEEDED
20	CA01598	ADD: AC LINE CORD US
20	G361	ENH: P25 TRUNKING SOFTWARE APX
20	G51	ENH: SMARTZONE OPERATION APX
20	G806	ENH: ASTRO DIGITAL CAI OP APX
20	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
20	G78	ADD: 3Y ESSENTIAL SERVICE
20	GA00580	ADD: TDMA OPERATION APX
20	GA09001	ADD: WI-FI CAPABILITY CONSOLETTE
20	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING
20	G843	ADD: AES ENCRYPTION APX AND ADP
20	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
20	HKN6233C	APX CONSOLETTE RACK MOUNT KIT
2	DS4383G01A12	CONTROL STATION COMBINER, STANDARD, 746-869 MHZ, 12 CHANNEL
3	TRN7343	SEVEN AND A HALF FOOT RACK
2	DS6640330000	MEGAPLEX-4104 RED 90-260 VAC AND 95-300 VDC,RED CL.2, UTP GE PORT
4	DS7646750000	MEGAPLEX 16 PORT E&M CARD
2	DS4640510000	MEGAPLEX PSEUDOWIRE MODULE, 8 E1/T1 PORTS FOR MP-4100, 3 UTP PORTS
4	DS000DAT0002	MEGAPLEX CBL CONVERT E&M INTRFACE 68-PIN SCSI CONN TO 8XRJ-45

PRICING

Motorola is pleased to provide the following equipment and services to Cumberland County:

Equipment:	
MCC7500 IP Consoles and APX Control Stations	$ 1,048,525.00
Services:	
Installation/System Integration Services	$ 398,894 .00
Equipment and Services Total	**$ 1,447,419 .00**
Q4 Discounted Price (Expires 12/28/2020)	**$1,093,500.00**

COMMUNICATIONS EQUIPMENT AND SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and Cumberland County, North Carolina ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Equipment and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the Equipment sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A	"Motorola Software License Agreement"
Exhibit B	"Payment"
Exhibit C	Motorola Proposal dated November 12, 2020
Exhibit D	"Equipment Acceptance Certificate"
Exhibit E	Motorola Software Policy

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the Equipment and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance" means the acceptance or verification tests have been successfully completed.

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication Equipment and Equipment implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the system level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the Equipment for operational purposes (excluding training or testing).

"Contract Price" means the price for the Equipment and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more

fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment described in Exhibit C.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” mean system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth in Exhibit E describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the Equipment(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Equipment Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for Equipment, Software, or services related to implementation means one (1) year from the date of Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the Equipment, and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent

or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a “Priced Options” exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer’s issuance and Motorola’s acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy in Exhibit E. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer’s purchase order will not affect the applicability of this Agreement. Motorola’s proposal may include a cover page entitled “Service Agreement” or “Installation Agreement”, as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola’s proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola’s property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under

applicable law, it will be modified as necessary to conform to applicable law.

4.6. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.7. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.8. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.9. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.10. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $1,093,500.00. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, System Upgrade Assurance (SUA), and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after receipt of each invoice (no later than four (4) days from the date of the invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a

U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Equipment. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. Testing will occur only in accordance with the Acceptance Test Plan.

9.2. ACCEPTANCE. Acceptance will occur upon successful completion of the acceptance or verification tests. Upon Acceptance, the Parties will memorialize this event by promptly executing an Acceptance Certificate. If Customer believes the Equipment has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System. When Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.2. SOFTWARE WARRANTY. Except as described in Exhibit E and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.

10.3. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.4. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Equipment or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith

negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State of North Carolina. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes performance through a third Party, Customer may, as its exclusive remedy, recover from Motorola reasonable costs incurred to complete performance to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. PATENT AND COPYRIGHT INFRINGEMENT.

14.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14..2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.2.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.2.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

"Confidential Information" has the same meaning as "trade secret" in N.C.G.S. 66-152(3) which is business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that: (a) derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Equipment. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the Equipment before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of Equipment purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant

access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola Equipment support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the Equipment. Customer agrees that it will be solely responsible for any negative impact on the Equipment or its users by any such changes. Equipment issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Cumberland County**
By: _____	By: _____
Name: Scott Hopkins	Name: _____
Title: Territory Vice President	Title: _____
Date: 12/17/2020	Date: _____

Exhibit A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc. (“Motorola") and Cumberland County, North Carolina (“Licensee”). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the equipment damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party (“Auditor”) may inspect Licensee’s premises, books and records, upon reasonable prior notice to Licensee, during Licensee’s normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola’s processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this

Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that

all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of “commercial computer software” and “computer software documentation” as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Motorola will mark or designate all business or technical information Confidential Information during the Term of the Agreement. Customer shall not disclose the Confidential Information except with the consent of Motorola or pursuant to an order issued by any court with jurisdiction over this Agreement. In the event litigation is instituted against Customer for failing to disclose any Confidential Information, Motorola shall be fully responsible for all costs incurred by Customer because of the litigation, to include reasonable attorney fees. Customer must provide Motorola with prompt notice of any litigation to afford Motorola an opportunity to defend the suit.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the

appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the Equipment purchase will be in accordance with the following milestones.

Equipment Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due upon contract execution (due upon effective date);

2. 60% of the Contract Price due upon shipment of equipment from Staging;

3. 10% of the Contract Price due upon installation of equipment; and

4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall equipment package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola Equipment Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola Equipment Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT C

Motorola's Proposal dated November 12, 2020

EXHIBIT D

Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The Equipment is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT E

SOFTWARE SUPPORT POLICY

This document defines specific support availability and timelines for Motorola Solutions ASTRO® 25 and Dimetra systems. **Support Periods**: The standard support period begins when a system software release is first made available to the market. From that date, the standard support period for the software release is four years, referred to as Year 1 to Year 4 or Y1 to Y4. The extended support period is from year 5 to year 7 or Y5 to Y7. Depending on the support option, the End of Support (EoS) period is from either year 5 or year 8 and into the future. These support periods are not affected by the purchase date, shipment date or acceptance date of a system for a given software release.

1) **Standard support period:** Motorola Solutions will support the given software release in the following manner:

- **SUPPORT SERVICE AVAILABILITY**
  - Period: Y1 through Y4 from initial market availability of the software release
    - All Support Services available
- **SOFTWARE DEFECT REPAIR / PATCHING**
  - Period: Y1 through Y2
    - Qualified Severity 1 and Severity 2 incidents that result in product defect fixes will be made available to the customer. Some defects may require an upgrade to a more current release to resolve.
  - Period: Y3 through Y4
    - Qualified Severity 1 incidents that result in product defect fixes will be made available to the customer. Some defects may require an upgrade to a more current release to resolve.
- **SECURITY SERVICES**
  - Period: Y1 through Y4
    - All Security Services available (Security Monitoring and Security Update Service)
- **SYSTEM EXPANSION**
  - Period: Y1 through Y4
    - Full system expansion available including subscribers, sites, consoles, base stations and radio system Customer Enterprise Network (CEN) additions.

2) **Extended Support Period**: Applies to software releases that have reached the end of Standard Support. Motorola Solutions continues to provide support on such products as specified below. Extended Support includes:

- **SUPPORT SERVICE AVAILABILITY**
  - Period: Y5 through Y7
    - All Support Services available through pricing of these services will be escalated.
- **SOFTWARE DEFECT REPAIR / PATCHING**
  - Period: Y5 through Y7
    - Defect Repair: Not available
- **SECURITY SERVICES**
  - Period: Y5 through Y7
    - Security Services - Not available
- **SYSTEM EXPANSION**
  - Period: Y5 through Y7
    - Infrastructure expansions are not available. System Expansion is limited to subscribers only. Some features on the subscribers may not function due to Infrastructure expansions no longer being available.

3) **End of Support Period**: Applies to software releases that have reached the end of Extended Support. Support for older software versions will no longer be available. End of Support includes:

- **SUPPORT SERVICE AVAILABILITY AND PRICING**
  - Period: Y8 and later

    - Support Services - Not Available
- **SOFTWARE PATCHING**
    - Period: Y5 and later
        - Defect Repair - Not Available
        - Security Services - Not Available
- **SYSTEM EXPANSION**
    - Period: Y5 and later
        - Infrastructure expansions are not available. System Expansion is limited to subscribers only. Some features on the subscribers may not function due to Infrastructure expansions no longer being available.

Motorola Solutions, Inc Effective 11-21-2016

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/11/2020**

SUBJECT: **ADDITIONAL QUALIFICATION-BASED SELECTION LISTS FOR PROFESSIONAL ENGINEERING AND DESIGN SERVICES**

BACKGROUND

The attached rankings were compiled separately from the prior Qualification Based Selection List due to the specialty areas involved and are being presented for consideration at this time. North Carolina General Statute 143-64.31 requires local governments to select firms to provide architectural, engineering and surveying services on the basis of demonstrated competence and qualifications for the type of professional services required without regard to fee other than unit price information. Based on the number of Capital Improvement Plan (CIP) projects Engineering & Infrastructure undertake each year that necessitate professional services, the most efficient way to obtain professional services is to establish a list of qualified firms that can provide specialized consulting based upon the discipline needed to successfully initiate and complete any given project. The primary benefit of this approach is that it can reduce the amount of time required to issue a Request for Qualifications (RFQ) and review multiple vendor submissions for each project. The County can still reserve the right to issue a separate RFQ for a specific project when it is determined to be in the County's best interest.
The Engineering & Infrastructure Department issued a RFQ for Professional Services and reviewed/scored the responses. The RFQ was for architectural services and various disciplines of engineering and surveying. Attached you will find a list of qualified firms sorted into areas of expertise and competency. The list shall be effective for a period of three years with an option to extend for two additional one-year periods not to exceed five total years.

RECOMMENDATION / PROPOSED ACTION

This item was heard at the December 10, 2020 Agenda Session Meeting, and it was forwarded for consideration by the full Board of Commissioners' as a Consent Agenda item at their December 21, 2020 Regular Meeting. Staff requests approval of the addition of the attached firms, under the specified

categories, to the Qualification Based Selection List for use by the Engineering and Infrastructure Department.

ATTACHMENTS:

Description	Type
QBSL Part II	Backup Material

Cumberland County Fiscal Year 2021 Qualification-Based Selection Results
for Professional Services
December 10, 2020

Vendor	Architectural - Design
1-The Wooten Company	79.75
2-Raymond	76.19
3-Cromwell	75.75
4-SFL&A	74.33
5-Clearscapes	70.78

Vendor	Structural Design - Building Envelope Repairs
1-Fleming and Associates	91.11
2-Atlas	87.57
3-Raymond	71.40
4-Bennett & Pless	67.32
5-Terracon	66.58

Vendor	Structural Design - Roofs
1-Fleming and Associates	89.86
2-Atlas	87.62
3-Raymond	73.77
4-Cromwell	71.57
5-REI Engineering	66.02

Vendor	Architectural - Renovations
1-The Wooten Company	79.75
2-Raymond	76.19
3-Cromwell	76.15
4-SFL&A	74.33
5-Clearscapes	71.20

Vendor	Structural Design - Special Inspections
1-Fleming and Associates	90.22
2-Raymond	71.20
3-Atlas	67.77
4-Bennett & Pless	67.55
5-Terracon	66.95

Vendor	Civil Design - Parking Lot Design Repairs
1- MK&R	82.48
2-Gradient	79.22
3-Anderson Engineering	78.70
4-The Wooten Company	77.92
5-Withers Ravenel	76.23

Vendor	Civil Design - Grading Storm Drainage
1-MK&R	81.07
2-Anderson Engineering	79.33
3-The Wooten Company	77.04
4-4D	76.08
5-Withers Ravenel	74.89

Vendor	Civil Design - Sidewalks
1-MK&R	82.38
2-4D	80.19
3-The Wooten Company	79.22
4-Draper Aden	78.89
5-Anderson Engineering	78.70

Vendor	Civil Design - Site Design
1-MK&R	82.79
2-4D	80.19
3-Draper Aden	78.89
4-The Wooten Company	78.72
5-Anderson Engineering	78.7

Vendor	Civil Design - Water and SewerUtilities
1-MK&R	82.79
2-The Wooten Company	79.22
3-Anderson Engineering	78.7
4-Withers Ravenel	76.23
5-4D	75.76

CUMBERLAND COUNTY
NORTH CAROLINA

COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/14/2020**

SUBJECT: **COMMUNITY DEVELOPMENT FUNDING AGREEMENT WITH THE CUMBERLAND COUNTY DEPARTMENT OF PUBLIC HEALTH FOR HEALTH SERVICES IN RESPONSE TO THE COVID-19 PANDEMIC**

BACKGROUND

Through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Cumberland County was awarded additional Community Development Block Grant (CDBG) funding totaling an amount of $944,404 from the U.S. Department of Housing and Urban Development (HUD). In response to addressing local community needs related to the COVID-19 pandemic, Cumberland County Community Development (CCCD) made available its additional CDBG funds to eligible agencies to provide public services (human services) activities.

Cumberland County Department of Public Health submitted an application for CDBG funding that will allow the agency to increase its capacity and availability of health services to address the COVID-19 pandemic. The selected program will meet the CDBG eligibility requirements by addressing an urgent need in the community affected by the pandemic. Community Development desires to enter into a contract with the agency for a funding amount not to exceed $226,000. CDBG funds are currently available for this project.

RECOMMENDATION / PROPOSED ACTION

At the December 10, 2020 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the December 21, 2020 Board of Commissioners' Meeting:

1. Approve the Community Development contract with Cumberland County Department of Public Health in the amount not to exceed $226,000 for the provision of health services in response to the COVID-19 pandemic.

ATTACHMENTS:

Description	Type
Agreement with Department of Public Health	Backup Material

AGREEMENT BETWEEN
COUNTY OF CUMBERLAND
COMMUNITY DEVELOPMENT DEPARTMENT
AND
DEPARTMENT OF PUBLIC HEALTH
FOR
CDBG PUBLIC SERVICES PROGRAM

THIS AGREEMENT, entered into this 1st day of July 1, 2020 by and between the County of Cumberland (hereinafter called the Grantee), a body politic and corporate of the State of North Carolina and Department of Public Health (hereinafter called the Subrecipient), a body politic and corporate of the State of North Carolina located at 1235 Ramsey Street, Fayetteville, North Carolina.

WHEREAS, the Grantee has applied for and received Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383;

WHEREAS, On March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136, which included supplemental appropriation to the CDBG program to address the economic impacts of the COVID-19 pandemic; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in using such funds;

NOW, THEREFORE, the parties agree that;

I. SCOPE OF SERVICES

A. Activities/Principal Tasks

The Subrecipient will provide services under the 2020 CDBG Program Year in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such programs will include the following Public Service activities eligible under 24 CFR 570.201(e) of the Community Development Block Grant Program:

1. Program Delivery. The Subrecipient will increase the capacity and availability of health services for infectious disease response by providing the following public service activities:

   Activity #1 The Subrecipient will test for COVID-19/SARS-COV-2 among all symptomatic and asymptomatic individuals. The Subrecipient will conduct case investigation and contract tracing for positive COVID-19 cases assigned to Cumberland County.

2. General Administration. The following general administration activities are necessary to provide the activities described in Activities/Principal Tasks

   Activity #1 Payment of Expenses: The Subrecipient will be responsible for fiscal administration of the CDBG Public Service funds. As such, the Subrecipient will be responsible for the collection of all necessary source documentation to substantiate all expenditures prior to submission to the Grantee for payment. The Subrecipient will submit all requests for payment with a cover memorandum and the following source documentation:

   Payroll Expenses: All requests for payment of eligible payroll expenses will include a copy of a timesheet (in the format specified by the Grantee) signed and dated by both the employee and the employee's supervisor. To accompany the timesheet, the Subrecipient will submit a work progress report to correspond to the hours submitted for payment. The work progress report will include, at a minimum, a synopsis of the dates and times worked; the number of clients assisted, the specific services that were provided to the clients, and/or the services that were performed for the program.

Other Expenses: All requests for payment of eligible expenses will include a copy of the invoice or receipt for the expenditure as well as a copy of the check documenting payment of the expense by the Subrecipient. The invoice / receipt will indicate the date the expense was incurred, the name of the Subrecipient (if applicable), and the amount of the expense.

The Subrecipient will submit requests for payment of expenditures incurred on behalf of the program to the Grantee at least on a monthly basis. If such requests are not received regularly, the Grantee reserves the right to reprogram any unused funds to assist other eligible agencies. The Grantee will give the Subrecipient 15 days' notice prior to such reprogramming of funds taking place.

Activity #2 Grant Close-out: The Subrecipient will be responsible for the preparation and submission of all documents and reports relative to final close-out of the grant.

Activity #3 Financial Accountability: The Subrecipient will conduct accepted accounting procedures (in accordance with 2 CFR part 200 to ensure compliance and tracking of all funds received and disbursed by the Subrecipient. An annual audit will be conducted by a qualified independent firm contracted, using required procurement procedures.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of addressing an urgent need, as defined in 24 CFR 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the levels of program services as listed on Exhibit I, which is incorporated by reference. Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks and complete the tasks of eligible activities in conformance with the Project Objectives attached as Exhibit I.

D. Staffing

The Subrecipient will assign Key Personnel to the CDBG PY2020 contract for the Public Service Program in order to carry out the scope of services of this agreement.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days after being notified by the Grantee, contract suspension procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient will begin on the 1st day of July, 2020, and end on the 30th day of June, 2021.

III. FUNDING SOURCE - PY 2020 CDBG

The Grantee will allocate $226,000 in CDBG funds for the purpose of providing assistance to the Subrecipient to cover the costs of salaries and fringe benefits for up to (14) full-time equivalent positions responsible for contact tracing for COVID-19. Any indirect costs charged will be consistent with the conditions of paragraph VIII (C) (2) of this Agreement. Any amendments to this contract must be approved in writing by the Grantee and the Subrecipient.

IV. METHOD OF COMPENSATION/PAYMENT SCHEDULE

The parties agree that the total amount to be paid by the Grantee under this contract will not exceed **$226,000**. Reimbursements (as defined in 2 CFR Part 230) for the payment of eligible expenses will be charged to the program and will not exceed the allocated amount. If discrepancies are discovered during monitoring, the Grantee reserves the right to restrict the Subrecipient to payment for eligible expenses on a reimbursement basis only. The parties agree that any costs incurred prior to July 1 of the Program Year in which the contract is executed will not be eligible for reimbursement. Payments will be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR part 200.

V. NOTICES

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

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

SUBRECIPIENT
Dr. Jennifer Green, Director
Department of Public Health
1235 Ramsey Street
Fayetteville, NC 28301
(910) 433-3707
FAX #: (910) 483-3659

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, part 570 [the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG).] The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than to supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended or will be construed to create or establish the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance and Bonding

The Subrecipient 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 the agreement amount with the Grantee. The Subrecipient will also list Cumberland County Community Development Department as an additional insured. The Subrecipient will cause the insurer to provide Cumberland County Community Development Department with certification of insurance. Insurer will also provide Cumberland County Community Development Department notice of cancellation at least fifteen (15) days prior to cancellation. The Subrecipient will comply with the bonding and insurance requirements of 2 CFR part 200.

F. Debarred / Suspended

The Subrecipient must not make any award or permit any award (sub grant 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. The requirement set forth in 24 CFR Part 5 applies to this program.

G. Grantor Recognition

The Subrecipient will ensure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items used pursuant to this contract will be prominently labeled to indicate Cumberland County CDBG as a funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The Grantee or Subrecipient 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. Such amendments will not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, at its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

I. Suspension or Termination

Either party may terminate this contract by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination and specifying the effective date thereof. Partial terminations of the Scope of Service in Paragraph IA above may only be undertaken with the prior approval of the Grantee. If this Agreement is terminated for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement will, at the option of the Grantee, become the property of the Grantee, and the Subrecipient will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein (2 CFR part 200); and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's programs, as stated in the Monitoring Policy of Cumberland County Community Development, in addition to other remedies as provided by law. If there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold all or any portion of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial and Program Management

1. Administrative Requirements

The Subrecipient agrees to comply with the administrative requirements specified in 2 CFR part 200. The Subrecipient further agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation, as necessary.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations"; 2 CFR Part 220, "Cost Principles for Educational Institutions"; 2 CFR Part 225, "Costs Principles for State and Local Governments" as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient 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 CDBG 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 CDBG assistance;
e. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG Program;
f. Financial records as required by 24 CFR 570.502, and 2 CFR part 200; and,
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention
The Subrecipient will retain all records pertinent to expenditures incurred under this contract for a period of four (4) 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 four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) 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 four (4) years, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data
The Subrecipient 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 Grantee's monitors or its designees for review upon request.

4. Disclosure
Client information collected under this contract is confidential and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, 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.

5. Property Records
The Subrecipient 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, as applicable.

6. Close-Outs
The Subrecipient's obligation to the Grantee 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, program income balance, and accounts receivable to the Grantee), and determining the custodianship of records.

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

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient will report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The recipient's use of program income will comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and will reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income will be returned to the Grantee at the end of the contract period.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and will submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to allocate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

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

D. Procurement

1. Compliance

The Subrecipient will comply with Grantee's policies concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) will revert to the Grantee upon termination of this contract.

2. Procurement Standards

The Subrecipient will procure all materials, property, or services in accordance with the requirements of 2 CFR part 200 and will subsequently follow Property Standards as outlined in 24 CFR 570.502(b), covering utilization and disposal of property.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient 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. The Subrecipient 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 from training, including apprenticeship. The Subrecipient 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

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled in any federally assisted program. The Grantee will provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. EEO Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraph IX.A. Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

B. Employment Restrictions

1. Prohibited Activity

The Subrecipient 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.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this contract without the prior written consent of the Grantee; provided that claims for money due or to become due to the Subrecipient from the Grantee 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 Grantee.

2. Subcontracts

a. Approvals

The Subrecipient will not enter into any subcontracts with any agency or individual for the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient 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

The Subrecipient 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

The Subrecipient will undertake to ensure that all subcontracts in the performance of this Agreement will be awarded on a fair and open competition basis. Executed copies of all subcontracts will be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient 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 of the U.S.C.

4. Conflict of Interest

The Subrecipient 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. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest will be employed or retained by the Subrecipient 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 Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

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

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

c. It will require that the language of paragraph (6) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts, under grants, loans, and cooperative agreements) and that all Subrecipients will certify and disclose accordingly.

6. Lobbying Certification

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

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Organization

(1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation. (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services. (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

IX. ENVIRONMENTAL CONDITIONS

The Subrecipient 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 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.

X. 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.

XI. NON-APPROPRIATION CLAUSE

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

XII. 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.

XIII. 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.

XV. INCORPORATED DOCUMENTS

The following documents or Exhibits to this contract are hereby made a part of this Contract and fully incorporated herein by reference, and compliance with the applicable provisions of these documents or Exhibits is a condition of this Contract.

- Exhibit I - Project Objectives;
- Exhibit II – Certification Regarding Lobbying; and
- Exhibit III - Federal Contracting Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of _____, **2020**, by their respective duly authorized representatives.

GRANTEE:
COUNTY OF CUMBERLAND, NC

ATTEST:

BY: _____
Clerk to the Board of County Commissioners

BY: _____
W. MARSHALL FAIRCLOTH, CHAIR

[COUNTY SEAL]

SUBRECIPIENT:
DEPARTMENT OF SOCIAL SERVICES

ATTEST:

By: _____
Secretary of Corporation

By: _____
DR. JENNIFER GREEN, DIRECTOR

[CORPORATE SEAL]

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

By: _____
County Finance Director Date

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
County Attorney's Office Date

(X) Non-Renewable ( ) Renewable
Agreement Expires: June 30, 2021

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

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

WITNESS my hand and notarial seal this the _____ day of _____, 20__.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

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

WITNESS my hand and notarial seal this the _____ day of _____, 20__.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT I

PROJECT OBJECTIVES

DEPARTMENT OF PUBLIC HEALTH

The subrecipient will:

- Test and/or provide testing kits for approximately 4000 individuals.
- Conduct contact tracing and case investigations for all positive COVID-19 cases.

EXHIBIT II

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

EXHIBIT III

Federal Contracting Requirements

This attachment is incorporated into the Contract between the County and the Contractor/sub grantee. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor/sub grantee" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor/sub grantee.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor/sub grantee is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor/sub grantee pursuant to its obligations under this Contract. The Contractor/sub grantee and its sub-Contractor/sub grantees, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Contractor/sub grantees entering into federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor/sub grantee Compliance

The Contractor/sub grantee shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor/sub grantee must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor/sub grantee must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor/sub grantee and Sub Contractor/sub grantees agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of $150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor/sub grantee agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

Clean Air Act

For contracts in excess of $150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor/sub grantee agrees to report any violation to the County immediately upon discovery. The Contractor/sub grantee understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor/sub grantee must include this requirement in all subcontracts that exceed $150,000.

The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor/sub grantee must maintain an acceptable cost accounting system. The Contractor/sub grantee agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor/sub grantee which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor/sub grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor/sub grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractor/sub grantees and their successors, transferees, assignees, and Sub Contractor/Sub Grantees acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor/sub grantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor/sub grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor/sub grantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor/sub grantee who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor/sub grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor/sub grantee's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor/sub grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor/sub grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor/sub grantee to the extent the Federal Government deems appropriate.

The Contractor/sub grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor/sub grantee, to the extent the Federal Government deems appropriate.

The Contractor/sub grantee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-Contractor/sub grantees who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor/sub grantee's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor/sub grantee.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor/sub grantee, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor/sub grantee makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor/sub grantee's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor/sub grantee takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor/sub grantee shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor/sub grantee shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor/sub grantee of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor/sub grantee of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor/sub grantee from any claim for damages previously accrued or then accruing against the Contractor/sub grantee.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor/sub grantee shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor/sub grantee that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor/sub grantee, notwithstanding anything to the contrary in this Agreement, the Contractor/sub grantee agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor/sub grantee, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor/sub grantee necessary to evaluate Contractor/sub grantee's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor/sub grantee. However, if non-compliance is found that would have cost the County in excess of $5,000 but for the audit, then the Contractor/sub grantee shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor/sub grantee acknowledge and agree that the County may incur costs if the Contractor/sub grantee fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor/sub grantee agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor/sub grantee to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor/sub grantee fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor/sub grantee is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor/sub grantee and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor/sub grantee, collect the difference from the Contractor/sub grantee.

Right to Withhold Payment. If the Contractor/sub grantee materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor/sub grantee with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor/sub grantee agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor/sub grantee's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor/sub grantee hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor/sub grantee in a court of competent jurisdiction within the State of North Carolina. The Contractor/sub grantee further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor/sub grantee breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor/sub grantee shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor/sub grantee is required to verify that none of the Contractor/sub grantee, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR§ 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor/sub grantee is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor/sub grantee agrees as follows:

1. The Contractor/sub grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/sub grantee 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 Contractor/sub grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor/sub grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/sub grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor/sub grantee 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 advising the said labor union or workers' representatives of the Contractor/sub grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor/sub grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor/sub grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 Contractor/sub grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor/sub grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided 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 Contractor/sub grantee will include the portion of the sentence immediately preceding paragraph (1) and 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 to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor/sub grantee or vendor. The Contractor/sub grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor/sub grantee becomes involved in, or is threatened with, litigation with a Subcontractor/sub grantee or vendor as a result of such direction by the administering agency the Contractor/sub grantee may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

Labor Wage Determination Number: N/A

If applicable to this contract, the Contractor/sub grantee agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. ***Minimum Wages.***

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor/sub grantee and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor/sub grantee and its sub-Contractor/sub grantees at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination.

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor/sub grantee and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor/sub grantee, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor/sub grantee shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor/sub grantee does not make payments to a trustee or other third person, the Contractor/sub grantee may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor/sub grantee, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor/sub grantee to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. ***Withholding.***

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor/sub grantee under this contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor/sub grantee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor/sub grantee or any sub-Contractor/sub grantee the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor/sub grantee, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and Basic Records.***

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor/sub grantee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor/sub grantee shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractor/sub grantees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor/sub grantee shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime Contractor/sub grantee is

responsible for the submission of copies of payrolls by all sub-Contractor/sub grantees. Contractor/sub grantees and sub-Contractor/sub grantees shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor/sub grantee, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor/sub grantee to require a sub-Contractor/sub grantee to provide addresses and social security numbers to the prime Contractor/sub grantee for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor/sub grantee or Subcontractor/sub grantee or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor/sub grantee or sub-Contractor/sub grantee to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor/sub grantee or sub-contractor/sub grantee shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor/sub grantee or sub-contractor/sub grantee fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor/sub grantee, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and Trainees.***

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor/sub grantee to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor/sub grantee is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor/sub grantee's or sub-Contractor/sub grantee's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor/sub grantee will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor/sub grantee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. ***Compliance with Copeland Act Requirements.***

The Contractor/sub grantee shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The Contractor/sub grantee or sub contractor/sub grantee shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the sub contractor/sub grantee to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any sub contractor/sub grantee or lower tier sub contractor/sub grantee with all the contract clauses in 29 CFR Part 5.5.

Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and a sub contractor/sub grantee as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act Requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes' clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor/sub grantee (or any of its sub contractor/sub grantees) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor/sub grantee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor/sub grantee's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor/sub grantee. The Contractor/sub grantee must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor/sub grantee and sub-contractor/sub grantees are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor/sub grantee and each sub-contractor/sub grantee must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor/sub grantee or sub-contractor/sub grantee shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractor/sub grantees to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any Subcontractor/sub grantee or lower tier Subcontractor/sub grantee with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and Subcontractor/sub grantee as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor/sub grantee or Subcontractor/sub grantee contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor/sub grantee and any Subcontractor/sub grantee responsible therefor shall be liable for the unpaid wages. In addition, such Contractor/sub grantee and Subcontractor/sub grantee shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor/sub grantee or Subcontractor/sub grantee under any such contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor/sub grantee, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor/sub grantee or Subcontractor/sub grantee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontractor/sub grantees. The Contractor/sub grantee or Subcontractor/sub grantee shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for compliance by any sub-Contractor/sub grantees or lower tier Subcontractor/sub grantee with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor/sub grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor/sub grantee authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for

"Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor/sub grantee using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor/sub grantee performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor/sub grantee's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor/sub grantee agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor/sub grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor/sub grantee shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor/sub grantee and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor/sub grantee identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor/sub grantee agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor/sub grantee agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor/sub grantee and Subcontractor/sub grantee must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor/sub grantee and Subcontractor/sub grantees are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2. The Contractor/sub grantee has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor/sub grantee can demonstrate the item is:

• Not reasonably available within a timeframe providing for compliance with the contract performance schedule.
• Fails to meet reasonable contract performance requirements; or
• Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Safeguarding Personal Identifiable Information:

Contractor/sub grantee will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor/sub grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

CUMBERLAND COUNTY
NORTH CAROLINA

COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/14/2020**

SUBJECT: **COMMUNITY DEVELOPMENT FUNDING AGREEMENT WITH FAYETTEVILLE URBAN MINISTRY, INC. FOR HOUSING STABILIZATION ASSISTANCE SERVICES**

BACKGROUND

A Request for Proposal (RFP) was released between March 2, 2020 – April 27, 2020 seeking applications from eligible agencies to provide public services (human services), public facilities / infrastructure, and affordable housing developments. Proposals for various project types were received by Community Development. The selection committee reviewed all proposals and Fayetteville Urban Ministry, Incorporated was one of the agencies selected to provide housing stabilization assistance which includes providing case management, rental assistance and utility assistance to low to moderate income households. The selected program meets the eligibility requirements for the public services activity and Community Development desires to enter into a contract with the agency in an amount not to exceed $145,000. This program will continue to meet the high demand for housing stabilization assistance during the COVID-19 pandemic crisis. Community Development Block Grant funds are currently available for this project.

RECOMMENDATION / PROPOSED ACTION

At the December 10, 2020 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the December 21, 2020 Board of Commissioners' Meeting:

1. Approve the Community Development contract with Fayetteville Urban Ministry, Incorporated in the amount not to exceed $145,000 to provide housing stabilization assistance services.

ATTACHMENTS:

Description	Type
Agreement with Fayetteville Urban Ministry, Inc.	Backup Material

AGREEMENT BETWEEN
COUNTY OF CUMBERLAND
COMMUNITY DEVELOPMENT DEPARTMENT
AND
FAYETTEVILLE URBAN MINISTRY, INC.
FOR
CDBG PUBLIC SERVICES PROGRAM

THIS AGREEMENT, entered into this 1st day of July 1, 2020 by and between the County of Cumberland (hereinafter called the Grantee), a body politic and corporate of the State of North Carolina, and Fayetteville Urban Ministry, Inc. (hereinafter called the Sub recipient), a North Carolina non-profit corporation for Fayetteville Urban Ministry, Inc. located at 701 Whitfield Street, Fayetteville, North Carolina.

WHEREAS, the Grantee has applied for and received Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383;

WHEREAS, on March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136, which included supplemental appropriation to the CDBG program to address the economic impacts of the COVID-19 pandemic; and

NOW, THEREFORE, the parties agree that;

I. SCOPE OF SERVICES

A. Activities/Principal Tasks

The Sub recipient will provide services under the 2020 CDBG Program Year in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such programs will include the following Public Service activities eligible under 24 CFR 570.201(e) of the Community Development Block Grant Program:

1. Program Delivery. The Subrecipient will coordinate housing and services for eligible families and individuals who are homeless or at-risk of being homeless. Such services will include the following:

   Activity #1 Providing case management and housing stabilization assistance to eligible households in Cumberland County and ensuring households are able to obtain and/or maintain stable permanent housing through the financial assistance and services. Financial assistance such as rent/mortgage and utilities shall be paid directly to the vendors and shall not exceed three (3) months of assistance (unless waived by HUD).

2. General Administration. The following general administration activities are necessary to provide the activities described in Activities/Principal Tasks

   Activity #1 Payment of Expenses: The Sub recipient will be responsible for fiscal administration of the CDBG Public Service funds. As such, the Sub recipient will be responsible for the collection of all necessary source documentation to substantiate all expenditures prior to submission to the Grantee for payment. The Sub recipient will submit all requests for payment with a cover memorandum and the following source documentation:

   Payroll Expenses: All requests for payment of eligible payroll expenses will include a copy of a timesheet (in the format specified by the Grantee) signed and dated by both the employee and the employee's supervisor. To accompany the timesheet, the Sub recipient will submit a work progress report to correspond to the hours submitted for payment. The work progress report will include, at a minimum, a synopsis of the dates and times worked; the number of clients assisted, the specific services that were provided to the clients, and/or the services that were performed for the program.

Other Expenses: All requests for payment of eligible expenses will include a copy of the invoice or receipt for the expenditure as well as a copy of the check documenting payment of the expense by the Sub recipient. The invoice / receipt will indicate the date the expense was incurred, the name of the Sub recipient (if applicable), and the amount of the expense.

The Sub recipient will submit requests for payment of expenditures incurred on behalf of the program to the Grantee at least on a monthly basis. If such requests are not received regularly, the Grantee reserves the right to reprogram any unused funds to assist other eligible agencies. The Grantee will give the Sub recipient 15 days' notice prior to such reprogramming of funds taking place.

Activity #2 Grant Close-out: The Sub recipient will be responsible for the preparation and submission of all documents and reports relative to final close-out of the grant.

Activity #3 Financial Accountability: The Sub recipient will conduct accepted accounting procedures (in accordance with 2 CFR part 200 to ensure compliance and tracking of all funds received and disbursed by the Sub recipient. An annual audit will be conducted by a qualified independent firm contracted, using required procurement procedures.

B. National Objectives

The Sub recipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of providing principal benefit to low/moderate income persons, as defined in 24 CFR 570.208(a)(2)(i)(C). As a part of meeting this National Objective, the Sub recipient will ensure that it verifies the income of each of its clients in a manner consistent with the Census Long Form definition of income, as defined in 24 CFR 570.3.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Sub recipient agrees to provide the levels of program services as listed on Exhibit I, which is incorporated by reference. Unless amended by mutual written agreement by the Sub recipient and the Grantee, the Sub recipient will perform the described tasks and complete the tasks of eligible activities in conformance with the Project Schedule attached as Exhibit I.

D. Staffing

The Sub recipient will assign Key Personnel to the CDBG PY2020 contract for the Public Service Program in order to carry out the scope of services of this agreement.

E. Performance Monitoring

The Grantee will monitor the performance of the Sub recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Sub recipient within thirty (30) days after being notified by the Grantee, contract suspension procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub recipient will begin on the 1st day of July, 2020, and end on the 30th day of June, 2021.

III. FUNDING SOURCE - PY 2020 CDBG

The Grantee will allocate $145,000 in CDBG funds for the purpose of providing assistance to the Sub recipient to cover the costs of rent/mortgage, utilities, case management salaries and fringes, and program office supplies. Any indirect costs charged will be consistent with the conditions of paragraph VIII (C) (2) of this Agreement. Any amendments to this contract must be approved in writing by the Grantee and the Sub recipient.

IV. METHOD OF COMPENSATION/PAYMENT SCHEDULE

The parties agree that the total amount to be paid by the Grantee under this contract will not exceed **$145,000**. Reimbursements (as defined in 2 CFR Part 230) for the payment of eligible expenses will be charged to the program and will not exceed the allocated amount. If discrepancies are discovered during monitoring, the Grantee reserves

the right to restrict the Sub recipient to payment for eligible expenses on a reimbursement basis only. The parties agree that any costs incurred prior to July 1 of the Program Year in which the contract is executed will not be eligible for reimbursement. Payments will be contingent upon certification of the Sub recipient's financial management system in accordance with the standards specified in 2 CFR part 200.

V. NOTICES

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

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

SUBRECIPIENT
Johnny Wilson, Executive Director
Fayetteville Urban Ministry
701 Whitfield Street
Fayetteville, NC 28306
(910) 483-5944
FAX #: (910) 483-5116

VI. SPECIAL CONDITIONS

A. **Continuum of Care Participation** - The Sub recipient is required to participate in the Fayetteville / Cumberland County Continuum of Care on Homelessness activities to ensure adequate representation in the local continuum of care network. The Sub recipient is required to participate in the Coordinated Intake/Referral Process in the local continuum of care network. The Sub recipient is also required to maintain client level data in the local Homeless Information Management System (HMIS).

B. The Sub recipient will provide the Grantee with a copy of its annual audit report for the current contract period.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, part 570 [the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG).] The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than to supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended or will be construed to create or establish the relationship of employer/employee between the parties. The Sub recipient will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Sub recipient is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance and Bonding

The Sub recipient 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 the agreement amount with the Grantee. The Sub recipient will also list Cumberland County Community Development Department as an additional insured. The Sub recipient will cause the insurer to provide Cumberland County Community Development Department with certification of insurance. Insurer will also provide Cumberland County Community Development Department notice of cancellation at least fifteen (15) days prior to cancellation. The Sub recipient will comply with the bonding and insurance requirements of 2 CFR part 200.

F. Debarred / Suspended

The Sub recipient must not make any award or permit any award (sub grant 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. The requirement set forth in 24 CFR Part 5 applies to this program.

G. Grantor Recognition

The Sub recipient will ensure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items used pursuant to this contract will be prominently labeled to indicate Cumberland County CDBG as a funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The Grantee or Sub recipient 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. Such amendments will not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, at its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub recipient.

I. Suspension or Termination

Either party may terminate this contract by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination and specifying the effective date thereof. Partial terminations of the Scope of Service in Paragraph IA above may only be undertaken with the prior approval of the Grantee. If this Agreement is terminated for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Sub recipient under this Agreement will, at the option of the Grantee, become the property of the Grantee, and the Sub recipient will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein (2 CFR part 200); and the Grantee may declare the Sub recipient ineligible for <u>any</u> further participation in the Grantee's programs, as stated in the Monitoring Policy of Cumberland County Community Development, in addition to other remedies as provided by law. If there is probable cause to believe the Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold all or any portion of said contract funds until such time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial and Program Management

1. <u>Administrative Requirements</u>

The Sub recipient agrees to comply with the administrative requirements specified in 2 CFR part 200. The Sub recipient further agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation as necessary.

2. <u>Cost Principles</u>

The Sub recipient will administer its program in conformance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations"; 2 CFR Part 220, "Cost Principles for Educational Institutions"; 2 CFR Part 225, "Costs Principles for State and Local Governments" as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Sub recipient 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 CDBG 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 CDBG assistance;
e. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG Program;
f. Financial records as required by 24 CFR 570.502, and 2 CFR part 200; and,
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub recipient will retain all records pertinent to expenditures incurred under this contract for a period of four (4) 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 four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) 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 four (4) years, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The Sub recipient 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 Grantee's monitors or its designees for review upon request.

4. Disclosure

Client information collected under this contract is confidential and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services provided under this contract, 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.

5. Property Records

The Sub recipient 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, as applicable.

6. Close-Outs

The Sub recipient's obligation to the Grantee 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, program income balance, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

The Sub recipient agrees to have an annual agency audit conducted in accordance with 2 CFR part 200. If the Sub recipient does not meet the threshold requirements for an annual audit in accordance with 2 CFR part 200, the Sub recipient will have an annual audit conducted by an independent certified public accountant in accordance with generally accepted government auditing standards (GAGAS). All Sub recipient records with respect to any matters covered by this Agreement will be made available to the Grantee, grantor agency, its designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. The Grantee will send written notice of any deficiencies to the Sub recipient within fifteen (15) days following

audit/monitoring. Any deficiencies noted in monitoring reports must be fully cleared by the Sub recipient within thirty (30) days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above monitoring requirements will constitute a violation of this contract and may result in the withholding of future payments.

C. Reporting and Payment Procedures

1. Program Income

The Sub recipient will report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The recipient's use of program income will comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Sub recipient may use such income during the contract period for activities permitted under this contract and will reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income will be returned to the Grantee at the end of the contract period.

2. Indirect Costs

If indirect costs are charged, the Sub recipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and will submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub recipient funds available under this contract based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to allocate funds available under this contract for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Reports

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

D. Procurement

1. Compliance

The Sub recipient will comply with Grantee's policies concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) will revert to the Grantee upon termination of this contract.

2. Procurement Standards

The Sub recipient will procure all materials, property, or services in accordance with the requirements of 2 CFR part 200 and will subsequently follow Property Standards as outlined in 24 CFR 570.502(b), covering utilization and disposal of property.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Sub recipient 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. The Sub recipient 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 from training, including apprenticeship. The Sub recipient 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

The Sub recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled in any federally assisted program. The Grantee will provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. EEO Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity employer.

5. Subcontract Provisions

The Sub recipient will include the provisions of Paragraph IX.A. Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

B. Employment Restrictions

1. Prohibited Activity

The Sub recipient 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.

C. Conduct

1. Assignability

The Sub recipient will not assign or transfer any interest in this contract without the prior written consent of the Grantee; provided that claims for money due or to become due to the Sub recipient from the Grantee 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 Grantee.

2. Subcontracts

a. Approvals

The Sub recipient will not enter into any subcontracts with any agency or individual for the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub recipient 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

The Sub recipient 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

The Sub recipient will undertake to ensure that all subcontracts in the performance of this Agreement will be awarded on a fair and open competition basis. Executed copies of all subcontracts will be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient 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 of the U.S.C.

4. Conflict of Interest

The Sub recipient 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. The Sub recipient further covenants that in the performance of this Agreement no person having such a financial interest will be employed or retained by the Sub recipient 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 Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Sub recipient hereby certifies that:

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

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

c. It will require that the language of paragraph (6) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts, under grants, loans, and cooperative agreements) and that all sub recipients will certify and disclose accordingly.

6. Lobbying Certification

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

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Organization

(1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation. (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services. (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its

mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

X. ENVIRONMENTAL CONDITIONS

The Sub recipient 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 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.

XI. 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.

XII. NON-APPROPRIATION CLAUSE

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

XIII. 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.

XIV. 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.

XV. Incorporated Documents

The following documents or Exhibits to this contract are hereby made a part of this Contract and fully incorporated herein by reference, and compliance with the applicable provisions of these documents or Exhibits is a condition of this Contract.

- Exhibit I - Project Schedule;
- Exhibit II – Certification Regarding Lobbying; and
- Exhibit III - Federal Contracting Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of _____, **2020**, by their respective duly authorized representatives.

GRANTEE:
COUNTY OF CUMBERLAND, NC

ATTEST:

BY: _____
Clerk to the Board of County Commissioners

BY: _____
Chair

[COUNTY SEAL]

SUBRECIPIENT:
FAYETTEVILLE URBAN MINISTRY, INC.

ATTEST:

By: _____
Secretary of Corporation

By: _____
President

[CORPORATE SEAL]

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

By: _____
County Finance Director Date

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
County Attorney's Office Date

(X) Non-Renewable ( ) Renewable
Agreement Expires: June 30, 2021

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

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

WITNESS my hand and notarial seal this the _____ day of _____, 20__.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the State of _____, certify that _____, personally came before me this day and acknowledged that he/she is the _____of FAYETTEVILLE URBAN MINISTRY, INC., a non-profit corporation of the State of _____, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, _____, sealed with its corporation seal and attested by him/her as its _____.

WITNESS my hand and notarial seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT I

PROJECT SCHEDULE
PY 2020-2021

FAYETTEVILLE URBAN MINISTRY, INC.

Your tasks/goals should be consistent with the listed Activities/Principal Tasks under the Scope of Services and General Administrative Services.

SCOPE OF SERVICES ACTIVITIES /PRINCIPAL TASKS	1st QUARTER JUL, AUG, SEP 2020	2ND QUARTER OCT, NOV, DEC 2020	3RD QUARTER JAN, FEB, MAR 2021	4TH QUARTER APR, MAY, JUN 2021	ANNUAL JUL 1, 2020 THRU JUN 30, 2021
Persons receiving assistance (Households / Persons)	17/47	17/47	17/47	19/49	70/190

EXHIBIT II

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

EXHIBIT III

Federal Contracting Requirements

This attachment is incorporated into the Contract between the County and the Contractor/sub grantee. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor/sub grantee" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor/sub grantee.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor/sub grantee is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor/sub grantee pursuant to its obligations under this Contract. The Contractor/sub grantee and its sub-Contractor/sub grantees, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Contractor/sub grantees entering into federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor/sub grantee Compliance

The Contractor/sub grantee shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor/sub grantee must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor/sub grantee must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor/sub grantee and Sub Contractor/sub grantees agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of $150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor/sub grantee agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

Clean Air Act

For contracts in excess of $150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor/sub grantee agrees to report any violation to the County immediately upon discovery. The Contractor/sub grantee understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor/sub grantee must include this requirement in all subcontracts that exceed $150,000.

The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor/sub grantee must maintain an acceptable cost accounting system. The Contractor/sub grantee agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor/sub grantee which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor/sub grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor/sub grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractor/sub grantees and their successors, transferees, assignees, and Sub Contractor/Sub Grantees acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor/sub grantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor/sub grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor/sub grantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor/sub grantee who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor/sub grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor/sub grantee's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor/sub grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor/sub grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor/sub grantee to the extent the Federal Government deems appropriate.

The Contractor/sub grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor/sub grantee, to the extent the Federal Government deems appropriate.

The Contractor/sub grantee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-Contractor/sub grantees who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor/sub grantee's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor/sub grantee.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor/sub grantee, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor/sub grantee makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor/sub grantee's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor/sub grantee takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor/sub grantee shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor/sub grantee shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor/sub grantee of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor/sub grantee of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor/sub grantee from any claim for damages previously accrued or then accruing against the Contractor/sub grantee.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor/sub grantee shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor/sub grantee that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor/sub grantee, notwithstanding anything to the contrary in this Agreement, the Contractor/sub grantee agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor/sub grantee, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor/sub grantee necessary to evaluate Contractor/sub grantee's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor/sub grantee. However, if non-compliance is found that would have cost the County in excess of $5,000 but for the audit, then the Contractor/sub grantee shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor/sub grantee acknowledge and agree that the County may incur costs if the Contractor/sub grantee fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor/sub grantee agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor/sub grantee to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor/sub grantee fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor/sub grantee is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor/sub grantee and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor/sub grantee, collect the difference from the Contractor/sub grantee.

Right to Withhold Payment. If the Contractor/sub grantee materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor/sub grantee with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor/sub grantee agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor/sub grantee's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor/sub grantee hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor/sub grantee in a court of competent jurisdiction within the State of North Carolina. The Contractor/sub grantee further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor/sub grantee breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor/sub grantee shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor/sub grantee is required to verify that none of the Contractor/sub grantee, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR§ 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor/sub grantee is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor/sub grantee agrees as follows:

1. The Contractor/sub grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/sub grantee 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 Contractor/sub grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor/sub grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/sub grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor/sub grantee 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 advising the said labor union or workers' representatives of the Contractor/sub grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor/sub grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor/sub grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 Contractor/sub grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor/sub grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided 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 Contractor/sub grantee will include the portion of the sentence immediately preceding paragraph (1) and 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 to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor/sub grantee or vendor. The Contractor/sub grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor/sub grantee becomes involved in, or is threatened with, litigation with a Subcontractor/sub grantee or vendor as a result of such direction by the administering agency the Contractor/sub grantee may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

Labor Wage Determination Number: N/A

If applicable to this contract, the Contractor/sub grantee agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. ***Minimum Wages.***

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor/sub grantee and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor/sub grantee and its sub-Contractor/sub grantees at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination.

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor/sub grantee and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor/sub grantee, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor/sub grantee shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor/sub grantee does not make payments to a trustee or other third person, the Contractor/sub grantee may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor/sub grantee, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor/sub grantee to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. ***Withholding.***

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor/sub grantee under this contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor/sub grantee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor/sub grantee or any sub-Contractor/sub grantee the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor/sub grantee, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and Basic Records.***

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor/sub grantee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor/sub grantee shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractor/sub grantees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor/sub grantee shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime Contractor/sub grantee is

responsible for the submission of copies of payrolls by all sub-Contractor/sub grantees. Contractor/sub grantees and sub-Contractor/sub grantees shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor/sub grantee, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor/sub grantee to require a sub-Contractor/sub grantee to provide addresses and social security numbers to the prime Contractor/sub grantee for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor/sub grantee or Subcontractor/sub grantee or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor/sub grantee or sub-Contractor/sub grantee to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor/sub grantee or sub-contractor/sub grantee shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor/sub grantee or sub-contractor/sub grantee fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor/sub grantee, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and Trainees.***

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor/sub grantee to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor/sub grantee is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor/sub grantee's or sub-Contractor/sub grantee's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor/sub grantee will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor/sub grantee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. ***Compliance with Copeland Act Requirements.***

The Contractor/sub grantee shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The Contractor/sub grantee or sub contractor/sub grantee shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the sub contractor/sub grantee to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any sub contractor/sub grantee or lower tier sub contractor/sub grantee with all the contract clauses in 29 CFR Part 5.5.

Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and a sub contractor/sub grantee as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act Requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes' clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor/sub grantee (or any of its sub contractor/sub grantees) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor/sub grantee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor/sub grantee's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor/sub grantee. The Contractor/sub grantee must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor/sub grantee and sub-contractor/sub grantees are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor/sub grantee and each sub-contractor/sub grantee must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor/sub grantee or sub-contractor/sub grantee shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractor/sub grantees to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any Subcontractor/sub grantee or lower tier Subcontractor/sub grantee with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and Subcontractor/sub grantee as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor/sub grantee or Subcontractor/sub grantee contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor/sub grantee and any Subcontractor/sub grantee responsible therefor shall be liable for the unpaid wages. In addition, such Contractor/sub grantee and Subcontractor/sub grantee shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor/sub grantee or Subcontractor/sub grantee under any such contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor/sub grantee, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor/sub grantee or Subcontractor/sub grantee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontractor/sub grantees. The Contractor/sub grantee or Subcontractor/sub grantee shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for compliance by any sub-Contractor/sub grantees or lower tier Subcontractor/sub grantee with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor/sub grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor/sub grantee authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for

"Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor/sub grantee using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor/sub grantee performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor/sub grantee's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor/sub grantee agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor/sub grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor/sub grantee shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor/sub grantee and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor/sub grantee identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor/sub grantee agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor/sub grantee agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor/sub grantee and Subcontractor/sub grantee must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor/sub grantee and Subcontractor/sub grantees are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2. The Contractor/sub grantee has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor/sub grantee can demonstrate the item is:

• Not reasonably available within a timeframe providing for compliance with the contract performance schedule.
• Fails to meet reasonable contract performance requirements; or
• Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Safeguarding Personal Identifiable Information:

Contractor/sub grantee will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor/sub grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

CUMBERLAND COUNTY
NORTH CAROLINA

COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/14/2020**

SUBJECT: **COMMUNITY DEVELOPMENT FUNDING AGREEMENT WITH FAMILY ENDEAVORS, INC. FOR HOUSING STABILIZATION ASSISTANCE SERVICES**

BACKGROUND

A Request for Proposal (RFP) was released between March 2, 2020 – April 27, 2020 seeking applications from eligible agencies to provide public services (human services), public facilities / infrastructure, and affordable housing developments. Proposals for various project types were received by Community Development. The selection committee reviewed all proposals and Family Endeavors, Incorporated (d/b/a Endeavors) was one of the agencies selected to provide housing stabilization assistance which includes providing case management, rental assistance and utility assistance to low to moderate income households. The selected program meets the eligibility requirements for the public services activity and Community Development desires to enter into a contract with the agency for an amount not to exceed $200,000. This program will continue to meet the high demand for housing stabilization assistance during the COVID-19 pandemic crisis. Community Development Block Grant funds are currently available for this project.

RECOMMENDATION / PROPOSED ACTION

At the December 10, 2020 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the December 21, 2020 Board of Commissioners' Meeting:

1. Approve the Community Development contract with Family Endeavors, Inc. (d/b/a Endeavors) in the amount not to exceed $200,000.

ATTACHMENTS:

Description	Type
Agreement with Family Endeavors, Inc. (d/b/a Endeavors)	Backup Material

AGREEMENT BETWEEN
COUNTY OF CUMBERLAND
COMMUNITY DEVELOPMENT DEPARTMENT
AND
FAMILY ENDEAVORS, INC. d/b/a ENDEAVORS
FOR
CDBG PUBLIC SERVICES PROGRAM

THIS AGREEMENT, entered into this ____ day of _____, 2020 by and between the County of Cumberland (hereinafter called the Grantee), a body politic and corporate of the State of North Carolina, and Family Endeavors, Inc. d/b/a Endeavors (hereinafter called the "Subrecipient"), with an office located at 535 Bandera Road, San Antonio, Texas 78228.

WHEREAS, the Grantee has applied for and received Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383;

WHEREAS, on March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136, which included supplemental appropriation to the CDBG program to address the economic impacts of the COVID-19 pandemic; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in using such funds;

NOW, THEREFORE, the parties agree that;

I. Scope of Services

A. Activities/Principal Tasks

The Subrecipient will provide services under the 2020 CDBG Program Year in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such programs will include the following Public Service activities eligible under 24 CFR 570.201(e) of the Community Development Block Grant Program:

1. **Program Delivery**. The Subrecipient will provide housing and services for eligible families and individuals who are homeless or at-risk of being homeless. Such services will include the following:

   Activity #1 Providing case management and housing stabilization assistance to eligible households in Cumberland County and ensuring households are able to obtain and/or maintain stable permanent housing through the financial assistance and services. Financial assistance such as rent/mortgage and utilities shall be paid directly to the vendors and shall not exceed three (3) months of assistance (unless waived by HUD).

2. **General Administration.** The following general administration activities are necessary to provide the activities described in Activities/Principal Tasks

   Activity #1 **Payment of Expenses**: The Sub recipient will be responsible for fiscal administration of the CDBG Public Service funds. As such, the Subrecipient will be responsible for the collection of all necessary source documentation to substantiate all expenditures prior to submission to the Grantee for payment. The Sub recipient will submit all requests for payment with a cover memorandum and the following source documentation:

   Payroll Expenses: All requests for payment of eligible payroll expenses will include a copy of a timesheet (in the format specified by the Grantee) signed and dated by both the employee and the employee's supervisor. To accompany the timesheet, the Subrecipient will submit a work progress report to correspond to the hours submitted for payment. The work progress report will include, at a minimum, a synopsis of the dates and times worked; the number of clients assisted, the specific services that were provided to the clients, and/or the services that were performed for the program.

   Other Expenses: All requests for payment of eligible expenses will include a copy of the invoice or receipt for the expenditure as well as a copy of the check documenting payment

of the expense by the Subrecipient. The invoice / receipt will indicate the date the expense was incurred, the name of the Subrecipient (if applicable), and the amount of the expense.

The Subrecipient will submit requests for payment of expenditures incurred on behalf of the program to the Grantee at least on a monthly basis.

Activity #2 **Grant Close-out:** The Subrecipient will be responsible for the preparation and submission of all documents and reports relative to final close-out of the grant.

Activity #3 **Financial Accountability:** The Subrecipient will conduct accepted accounting procedures (in accordance with 2 CFR part 200 to ensure compliance and tracking of all funds received and disbursed by the Subrecipient. An annual audit will be conducted by a qualified independent firm contracted, using required procurement procedures.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of providing principal benefit to low/moderate income persons, as defined in 24 CFR 570.208(a)(2)(i)(C). As a part of meeting this National Objective, the Subrecipient will ensure that it verifies the income of each of its clients in a manner consistent with the Census Long Form definition of income, as defined in 24 CFR 570.3.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the levels of program services as listed on Exhibit I, which is incorporated by reference. Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks and complete the tasks of eligible activities in conformance with the Project Schedule attached as Exhibit I.

D. Staffing

The Subrecipient will assign Key Personnel to the CDBG PY2020 contract for the Public Service Program in order to carry out the scope of services of this agreement.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days after being notified by the Grantee, contract suspension procedures will be initiated.

II. Time of Performance

Services of the Subrecipient will begin on the 1st day of August, 2020, and end on the 30th day of June, 2021.

III. Funding Source - PY 2020 CDBG

The Grantee will allocate $200,000 in CDBG funds for the purpose of providing assistance to the Subrecipient to cover the costs of case management, rent/mortgage, and utilities. Any indirect costs charged will be consistent with the conditions of paragraph VIII (C) (2) of this Agreement. Any amendments to this contract must be approved in writing by the Grantee and the Subrecipient.

IV. Method of Compensation/Payment Schedule

The parties agree that the total amount to be paid by the Grantee under this contract will not exceed **$200,000**. Reimbursements (as defined in 2 CFR Part 230) for the payment of eligible expenses will be charged to the program and will not exceed the allocated amount. If discrepancies are discovered during monitoring, the Grantee reserves the right to restrict the Subrecipient to payment for eligible expenses on a reimbursement basis only. The parties agree that any costs incurred prior to August 1 of the Program Year in which the contract is executed will not be eligible for reimbursement. Payments will be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR part 200.

V. Notices

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

COUNTY
Delores Taylor, Director
Cumberland County Community Development
P. O. Box 1829, 707 Executive Place
Fayetteville, NC 28302
(910) 323-6112
FAX #: (910) 323-6114

SUBRECIPIENT
Jon Allman
President and Chief Executive Director
Family Endeavors, Inc.
535 Bandera Road
San Antonio, TX 78228
(201) 431-6466
FAX #: (210) 431-6442

VI. Special Conditions

A. **The Subrecipient will submit payment requests to the Grantee at a minimum of once per month.** If such requests are not received regularly, the Grantee reserves the right to reprogram any unused funds to assist other eligible agencies. The Grantee will give the Subrecipient 15 days' notice prior to such reprogramming of funds taking place.

B. The Subrecipient will provide the Grantee with a copy of its annual audit report for the current contract period.

C. **Continuum of Care Participation** - The Subrecipient is required to participate in the Fayetteville / Cumberland County Continuum of Care on Homelessness activities to ensure adequate representation in the local continuum of care network. The Subrecipient is required to participate in the Coordinated Intake/Referral Process in the local continuum of care network. The Subrecipient is also required to maintain client level data in the local Homeless Information Management System (HMIS).

VII. General Conditions

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, part 570 [the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG).] The Subrecipient also agrees to comply with all other applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than to supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended or will be construed to create or establish the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance and Bonding

The Subrecipient 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 the agreement amount with the Grantee. The Subrecipient will also list Cumberland County Community Development Department as an additional insured. The Subrecipient will cause the insurer to provide Cumberland County Community Development Department with certification of insurance. Insurer will also provide Cumberland County Community Development Department notice of cancellation at least fifteen (15) days prior to cancellation. The Subrecipient will comply with the bonding and insurance requirements of 2 CFR part 200.

F. **Debarred / Suspended**

The Subrecipient must not make any award or permit any award (sub grant 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. The requirement set forth in 24 CFR Part 5 applies to this program.

G. **Grantor Recognition**

The Subrecipient will ensure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items used pursuant to this contract will be prominently labeled to indicate Cumberland County CDBG as a funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. **Amendments**

The Grantee or Subrecipient 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. Such amendments will not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, at its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

I. **Suspension or Termination**

Either party may terminate this contract by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination and specifying the effective date thereof. Partial terminations of the Scope of Service in Paragraph IA above may only be undertaken with the prior approval of the Grantee. If this Agreement is terminated for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement will, at the option of the Grantee, become the property of the Grantee, and the Subrecipient will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein (2 CFR part 200); and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's programs, as stated in the Monitoring Policy of Cumberland County Community Development, in addition to other remedies as provided by law. If there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold all or any portion of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. Administrative Requirements

A. **Financial and Program Management**

1. **Administrative Requirements**

The Subrecipient agrees to comply with the administrative requirements specified in 2 CFR part 200. The Subrecipient further agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation as necessary.

2. **Cost Principles**

The Subrecipient will administer its program in conformance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations"; 2 CFR Part 220, "Cost Principles for Educational Institutions"; 2 CFR Part 225, "Costs Principles for State and Local Governments" as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Record-Keeping**

1. **Records to be Maintained**

The Subrecipient 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 CDBG 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 CDBG assistance;
e. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG Program;
f. Financial records as required by 24 CFR 570.502, and 2 CFR part 200; and,
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient will retain all records pertinent to expenditures incurred under this contract for a period of four (4) 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 four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) 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 four (4) years, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The Subrecipient will maintain client data demonstrating client eligibility for services provided. Such data will include, but not be limited to, Homeless Management Information System number, client name, housing status, income level, or other basis for determining eligibility, and description or service provided. Such information will be made available to Grantee's monitors or its designees for review upon request.

4. Disclosure

Client information collected under this contract is confidential and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, 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.

5. Property Records

The Subrecipient 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, as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee 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, program income balance, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

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

C. **REPORTING AND PAYMENT PROCEDURES**

1. **Program Income**

The Subrecipient will report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The recipient's use of program income will comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract, and will reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income will be returned to the Grantee at the end of the contract period.

2. **Indirect Costs**

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and will submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. **Payment Procedures**

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to allocate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. **Progress Reports**

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

D. **Procurement**

1. **Compliance**

The Subrecipient will comply with Grantee's policies concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) will revert to the Grantee upon termination of this contract.

2. **Procurement Standards**

The Subrecipient will procure all materials, property, or services in accordance with the requirements of 2 CFR part 200, and will subsequently follow Property Standards as outlined in 24 CFR 570.502(b), covering utilization and disposal of property.

IX. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**

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

2. **Nondiscrimination**

The Subrecipient 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. The Subrecipient 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 from training, including apprenticeship. The

Subrecipient 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

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled in any federally assisted program. The Grantee will provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. EEO Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraph IX.A. Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

B. EMPLOYMENT RESTRICTIONS

1. Prohibited Activity

The Subrecipient 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.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this contract without the prior written consent of the Grantee; provided that claims for money due or to become due to the Subrecipient from the Grantee 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 Grantee.

2. Subcontracts

a. Approvals

The Subrecipient will not enter into any subcontracts with any agency or individual for the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient 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

The Subrecipient 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

The Subrecipient will undertake to ensure that all subcontracts in the performance of this Agreement will be awarded on a fair and open competition basis. Executed copies of all subcontracts will be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient 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 of the U.S.C.

4. Conflict of Interest

The Subrecipient 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. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest will be employed or retained by the Subrecipient 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 Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

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

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

c. It will require that the language of paragraph (6) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts, under grants, loans, and cooperative agreements) and that all Subrecipients will certify and disclose accordingly.

6. Lobbying Certification

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

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Organization

(1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation. (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or

services. (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

X. Environmental Conditions

The Subrecipient 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 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.

XI. 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.

XII. Non-Appropriation Clause

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

XIII. 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.

XIV. 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.

XV. Incorporated Documents

The following documents or Exhibits to this contract are hereby made a part of this Contract and fully incorporated herein by reference, and compliance with the applicable provisions of these documents or Exhibits is a condition of this Contract.

- Exhibit I - Project Schedule;
- Exhibit II – Certification Regarding Lobbying; and
- Exhibit III - Federal Contracting Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of _____, **2020**, by their respective duly authorized representatives.

GRANTEE:
COUNTY OF CUMBERLAND, NC

ATTEST:

BY: _____
Clerk to the Board of County Commissioners

BY: _____
Chair

[COUNTY SEAL]

SUBRECIPIENT:
FAMILY ENDEAVORS, INC. (DBA ENDEAVORS)

ATTEST:

By: _____
Secretary of Corporation

By: _____
President

[CORPORATE SEAL]

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

By: _____
County Finance Director Date

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
County Attorney's Office Date

(X) Non-Renewable ( ) Renewable
Agreement Expires: June 30, 2021

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

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

WITNESS my hand and notarial seal this the _____ day of _____, 20__.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of FAMILY ENDEAVORS, INC. (DBA ENDEAVORS), and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and Notarial Seal, this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: _____

EXHIBIT I

PROJECT SCHEDULE
PY 2020-2021

FAMILY ENDEAVORS, INC.

Your tasks/goals should be consistent with the listed Activities/Principal Tasks under the Scope of Services and General Administrative Services.

SCOPE OF SERVICES ACTIVITIES /PRINCIPAL TASKS	1st QUARTER JUL, AUG, SEP 2020	2ND QUARTER OCT, NOV, DEC 2020	3RD QUARTER JAN, FEB, MAR 2021	4TH QUARTER APR, MAY, JUN 2021	ANNUAL JUL 1, 2020 THRU JUN 30, 2021
Provision of Services (Households / Persons)	15/30	15/30	15/30	15/30	60/120

EXHIBIT II

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

EXHIBIT III

Federal Contracting Requirements

This attachment is incorporated into the Contract between the County and the Contractor/sub grantee. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor/sub grantee" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor/sub grantee.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor/sub grantee is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor/sub grantee pursuant to its obligations under this Contract. The Contractor/sub grantee and its sub-Contractor/sub grantees, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Contractor/sub grantees entering into federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor/sub grantee Compliance

The Contractor/sub grantee shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor/sub grantee must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor/sub grantee must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor/sub grantee and Sub Contractor/sub grantees agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of $150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor/sub grantee agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

Clean Air Act

For contracts in excess of $150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor/sub grantee agrees to report any violation to the County immediately upon discovery. The Contractor/sub grantee understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor/sub grantee must include this requirement in all subcontracts that exceed $150,000.

The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor/sub grantee must maintain an acceptable cost accounting system. The Contractor/sub grantee agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor/sub grantee which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor/sub grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor/sub grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractor/sub grantees and their successors, transferees, assignees, and Sub Contractor/Sub Grantees acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor/sub grantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor/sub grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor/sub grantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor/sub grantee who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor/sub grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor/sub grantee's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor/sub grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor/sub grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor/sub grantee to the extent the Federal Government deems appropriate.

The Contractor/sub grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor/sub grantee, to the extent the Federal Government deems appropriate.

The Contractor/sub grantee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-Contractor/sub grantees who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor/sub grantee's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor/sub grantee.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor/sub grantee, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor/sub grantee makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor/sub grantee's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor/sub grantee takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor/sub grantee shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor/sub grantee shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor/sub grantee of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor/sub grantee of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor/sub grantee from any claim for damages previously accrued or then accruing against the Contractor/sub grantee.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor/sub grantee shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor/sub grantee that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor/sub grantee, notwithstanding anything to the contrary in this Agreement, the Contractor/sub grantee agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor/sub grantee, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor/sub grantee necessary to evaluate Contractor/sub grantee's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor/sub grantee. However, if non-compliance is found that would have cost the County in excess of $5,000 but for the audit, then the Contractor/sub grantee shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor/sub grantee acknowledge and agree that the County may incur costs if the Contractor/sub grantee fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor/sub grantee agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor/sub grantee to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor/sub grantee fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor/sub grantee is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor/sub grantee and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor/sub grantee, collect the difference from the Contractor/sub grantee.

Right to Withhold Payment. If the Contractor/sub grantee materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor/sub grantee with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor/sub grantee agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor/sub grantee's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor/sub grantee hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor/sub grantee in a court of competent jurisdiction within the State of North Carolina. The Contractor/sub grantee further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor/sub grantee breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor/sub grantee shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor/sub grantee is required to verify that none of the Contractor/sub grantee, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR§ 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor/sub grantee is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor/sub grantee agrees as follows:

1. The Contractor/sub grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/sub grantee 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 Contractor/sub grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor/sub grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/sub grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor/sub grantee 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 advising the said labor union or workers' representatives of the Contractor/sub grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor/sub grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor/sub grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 Contractor/sub grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor/sub grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided 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 Contractor/sub grantee will include the portion of the sentence immediately preceding paragraph (1) and 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 to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor/sub grantee or vendor. The Contractor/sub grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor/sub grantee becomes involved in, or is threatened with, litigation with a Subcontractor/sub grantee or vendor as a result of such direction by the administering agency the Contractor/sub grantee may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

Labor Wage Determination Number: N/A

If applicable to this contract, the Contractor/sub grantee agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. ***Minimum Wages.***

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor/sub grantee and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor/sub grantee and its sub-Contractor/sub grantees at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination.

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor/sub grantee and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor/sub grantee, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor/sub grantee shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor/sub grantee does not make payments to a trustee or other third person, the Contractor/sub grantee may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor/sub grantee, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor/sub grantee to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. ***Withholding.***

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor/sub grantee under this contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor/sub grantee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor/sub grantee or any sub-Contractor/sub grantee the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor/sub grantee, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and Basic Records.***

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor/sub grantee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor/sub grantee shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractor/sub grantees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor/sub grantee shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime Contractor/sub grantee is

responsible for the submission of copies of payrolls by all sub-Contractor/sub grantees. Contractor/sub grantees and sub-Contractor/sub grantees shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor/sub grantee, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor/sub grantee to require a sub-Contractor/sub grantee to provide addresses and social security numbers to the prime Contractor/sub grantee for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor/sub grantee or Subcontractor/sub grantee or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor/sub grantee or sub-Contractor/sub grantee to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor/sub grantee or sub-contractor/sub grantee shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor/sub grantee or sub-contractor/sub grantee fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor/sub grantee, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and Trainees.***

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor/sub grantee to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor/sub grantee is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor/sub grantee's or sub-Contractor/sub grantee's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor/sub grantee will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor/sub grantee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. ***Compliance with Copeland Act Requirements.***

The Contractor/sub grantee shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The Contractor/sub grantee or sub contractor/sub grantee shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the sub contractor/sub grantee to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any sub contractor/sub grantee or lower tier sub contractor/sub grantee with all the contract clauses in 29 CFR Part 5.5.

Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and a sub contractor/sub grantee as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act Requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes' clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor/sub grantee (or any of its sub contractor/sub grantees) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor/sub grantee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor/sub grantee's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor/sub grantee. The Contractor/sub grantee must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor/sub grantee and sub-contractor/sub grantees are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor/sub grantee and each sub-contractor/sub grantee must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor/sub grantee or sub-contractor/sub grantee shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractor/sub grantees to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any Subcontractor/sub grantee or lower tier Subcontractor/sub grantee with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and Subcontractor/sub grantee as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor/sub grantee or Subcontractor/sub grantee contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor/sub grantee and any Subcontractor/sub grantee responsible therefor shall be liable for the unpaid wages. In addition, such Contractor/sub grantee and Subcontractor/sub grantee shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor/sub grantee or Subcontractor/sub grantee under any such contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor/sub grantee, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor/sub grantee or Subcontractor/sub grantee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontractor/sub grantees. The Contractor/sub grantee or Subcontractor/sub grantee shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for compliance by any sub-Contractor/sub grantees or lower tier Subcontractor/sub grantee with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor/sub grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor/sub grantee authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for

"Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor/sub grantee using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor/sub grantee performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor/sub grantee's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor/sub grantee agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor/sub grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor/sub grantee shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor/sub grantee and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor/sub grantee identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor/sub grantee agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor/sub grantee agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor/sub grantee and Subcontractor/sub grantee must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor/sub grantee and Subcontractor/sub grantees are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2. The Contractor/sub grantee has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor/sub grantee can demonstrate the item is:

• Not reasonably available within a timeframe providing for compliance with the contract performance schedule.
• Fails to meet reasonable contract performance requirements; or
• Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Safeguarding Personal Identifiable Information:

Contractor/sub grantee will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor/sub grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

CUMBERLAND COUNTY
NORTH CAROLINA

COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/14/2020**

SUBJECT: **COMMUNITY DEVELOPMENT FUNDING AGREEMENT WITH HILLSIDE - FMHA, LLC FOR INSTALLATION OF NEW HVAC UNITS**

BACKGROUND

A Request for Proposal (RFP) was released between March 2, 2020 – April 27, 2020 seeking applications from eligible agencies to provide public services (human services), public facilities / infrastructure, and affordable housing developments. Proposals for various project types were received by Community Development. The selection committee reviewed all proposals and Hillside – FMHA LLC was one of the agencies selected to receive funding for the installation of new heating, ventilation, and cooling systems in thirty-two (32) units at the property located at 1920 Rosehill Road, Fayetteville, North Carolina. The selected program meets the eligibility requirements for providing affordable housing to low- and moderate- income elderly households and Community Development desires to enter into a contract with the agency for a funding amount not to exceed $187,400. Community Development Block Grant funds are currently available for this project.

RECOMMENDATION / PROPOSED ACTION

At the December 10, 2020 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the December 21, 2020 Board of Commissioners' Meeting:

1. Approve the Community Development contract with Hillside-FMHA LLC in the amount not to exceed $187,400 for the installation of 32 new HVAC units.

ATTACHMENTS:

Description	Type
Agreement with Hillside - FMHA LLC	Backup Material

AGREEMENT BETWEEN
COUNTY OF CUMBERLAND
COMMUNITY DEVELOPMENT DEPARTMENT
AND
HILLSIDE – FMHA LLC

THIS AGREEMENT, entered into this ____ day of _____, 2020 by and between the County of Cumberland (hereinafter called the Grantee), a body politic and corporate of the State of North Carolina, and Hillside – FMHA LLC, (hereinafter called the "Subrecipient"), with an office located at 1000 Ramsey Street, Fayetteville, North Carolina.

WHEREAS, the Grantee received Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383;

WHEREAS, the Grantee, has offered the Subrecipient grant funds to use to employ contractors to rehabilitate and improve their property to meet rehabilitation standards;

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in using such funds; and

NOW, THEREFORE, the parties agree that;

I. Scope of Services

A. Activities/Principal Tasks

The Subrecipient will provide services under the 2020 CDBG Program Year in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such programs will include the following activities eligible under 24 CFR 570.202 of the Community Development Block Grant Program:

1. **Rehabilitation**. The Subrecipient will employ contractors to install new heating, ventilation, and air conditioning (HVAC) systems in thirty-two (32) units at the property located at 1920 Rosehill Road, Fayetteville, North Carolina. The Subrecipient will ensure that the property is rehabilitated (as applicable) to state and local standards. Community Development staff will conduct the initial inspections on the units to determine the level of repairs that are needed. The Subrecipient will assume this role upon securing a qualified person to assume this responsibility. The Subrecipient will work closely with the Community Development staff to ensure that properties are rehabilitated as required. At all times, the Subrecipient shall permit Community Development staff or the U.S. Government or its designee to examine and inspect the rehabilitation work.

2. **General Administration.** The following general administration activities are necessary to provide the activities described in Activities/Principal Tasks

Activity #1 **Payment of Expenses**: The Subrecipient will be responsible for fiscal administration of the CDBG funds. As such, the Subrecipient will be responsible for the collection of all necessary source documentation to substantiate all expenditures prior to submission to the Grantee for payment. The Subrecipient will submit all requests for payment with a cover memorandum and the following source documentation:

Other Expenses: All requests for payment of eligible expenses will include a copy of the invoice or receipt for the expenditure as well as a copy of the check documenting payment of the expense by the Subrecipient. The invoice / receipt will indicate the date the expense was incurred, the name of the Subrecipient (if applicable), and the amount of the expense.

Activity #2 **Grant Close-out:** The Subrecipient will be responsible for the preparation and submission of all documents and reports relative to final close-out of the grant.

Activity #3 **Financial Accountability:** The Subrecipient will conduct accepted accounting procedures (in accordance with 2 CFR part 200 to ensure compliance and tracking of all funds received and disbursed by the Subrecipient. An annual audit will be conducted by a qualified independent firm contracted, using required procurement procedures.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of providing principal benefit to low/moderate income persons, as defined in 24 CFR 570.208. As a part of meeting this National Objective, the Subrecipient will ensure that it verifies the income of each of its clients in a manner consistent with HUD's definition of income, as defined in 24 CFR 570.3.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the levels of program services as listed in this contract under Section I, Scope of Services.

D. Staffing

The Subrecipient will assign Key Personnel to the CDBG PY2020 contract in order to carry out the scope of services of this agreement.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days after being notified by the Grantee, contract suspension procedures will be initiated.

II. Time of Performance

Services of the Subrecipient may begin after the 15th day of December, 2020, upon receipt of a Written Notice to Proceed properly signed by the Community Development Director or designee. The Subrecipient is required to have all work completed by the 30th day of November, 2021. The parties agree that in no event will the Subrecipient or its selected contractors commence work until he/she has received a written Notice to Proceed signed by the Community Development Director or designee.

III. Funding Source - PY 2020 CDBG

The Grantee will allocate CDBG funds not to exceed $187,400 for the purpose of rehabilitation of thirty-two (32) dwelling units. Any indirect costs charged will be consistent with the conditions of paragraph VIII (C) (2) of this Agreement. Any amendments to this contract must be approved in writing by the Grantee and the Subrecipient.

IV. Method of Compensation/Payment Schedule

The parties agree that the total amount to be paid by the Grantee under this contract will not exceed **$187,400**. Reimbursements (as defined in 2 CFR Part 230) for the payment of eligible expenses will be charged to the program and will not exceed the allocated amount. If discrepancies are discovered during monitoring, the Grantee reserves the right to restrict the Subrecipient to payment for eligible expenses on a reimbursement basis only. The parties agree that any costs incurred prior to December 15th of the Program Year in which the contract is executed will not be eligible for reimbursement. Payments will be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR part 200.

V. Notices

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

COUNTY
Delores Taylor, Director
Cumberland County Community Development
P. O. Box 1829, 707 Executive Place
Fayetteville, NC 28302
(910) 323-6112
FAX #: (910) 323-6114

SUBRECIPIENT
Dawn Weeks, Executive Director
Hillside – FMHA, LLC
1000 Ramsey Street
Fayetteville, NC 28301
(910) 483-3648

VI. Special Conditions

A. The Subrecipient will provide the Grantee with a copy of its annual audit report for the current contract period.

VII. General Conditions

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, part 570 [the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG).] The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than to supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended or will be construed to create or establish the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance and Bonding

The Subrecipient 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 the agreement amount with the Grantee. The Subrecipient will also list Cumberland County Community Development Department as an additional insured. The Subrecipient will cause the insurer to provide Cumberland County Community Development Department with certification of insurance. Insurer will also provide Cumberland County Community Development Department notice of cancellation at least fifteen (15) days prior to cancellation. The Subrecipient will comply with the bonding and insurance requirements of 2 CFR part 200.

F. Debarred / Suspended

The Subrecipient must not make any award or permit any award (sub grant 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. The requirement set forth in 24 CFR Part 5 applies to this program.

G. Grantor Recognition

The Subrecipient will ensure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items used pursuant to this contract will be prominently labeled to indicate Cumberland County CDBG as a funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The Grantee or Subrecipient 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. Such amendments will not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, at its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

I. Suspension or Termination

Either party may terminate this contract by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination and specifying the effective date thereof. Partial terminations of the Scope of Service in Paragraph IA above may only be undertaken with the prior approval of the Grantee. If

this Agreement is terminated for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement will, at the option of the Grantee, become the property of the Grantee, and the Subrecipient will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein (2 CFR part 200); and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's programs, as stated in the Monitoring Policy of Cumberland County Community Development, in addition to other remedies as provided by law. If there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold all or any portion of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. Administrative Requirements

A. Financial and Program Management

1. Administrative Requirements

The Subrecipient agrees to comply with the administrative requirements specified in 2 CFR part 200. The Subrecipient further agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation as necessary.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations"; 2 CFR Part 220, "Cost Principles for Educational Institutions"; 2 CFR Part 225, "Costs Principles for State and Local Governments" as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient 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 CDBG 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 CDBG assistance;
e. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG Program;
f. Financial records as required by 24 CFR 570.502, and 2 CFR part 200; and,
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient will retain all records pertinent to expenditures incurred under this contract for a period of four (4) 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 four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) 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 four (4) years, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The Subrecipient will maintain client data demonstrating client eligibility for services provided. Such data will include, but not be limited to, Homeless Management Information System number, client name, housing status, income level, or other basis for determining eligibility, and description or service provided. Such information will be made available to Grantee's monitors or its designees for review upon request.

4. Disclosure

Client information collected under this contract is confidential and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, 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.

5. Property Records

The Subrecipient 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, as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee 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, program income balance, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

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

C. REPORTING AND PAYMENT PROCEDURES

1. Program Income

The Subrecipient will report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The recipient's use of program income will comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract, and will reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income will be returned to the Grantee at the end of the contract period.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and will submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to allocate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient will submit quarterly Progress Reports to the Grantee in the form and content as required by the Grantee. If the Subrecipient is more than 30 days delinquent in submitting its progress reports, the

Grantee will discontinue processing all requests for payment until such time as the delinquent reports are received.

D. Procurement

1. Compliance

The Subrecipient will comply with Grantee's policies concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) will revert to the Grantee upon termination of this contract.

2. Procurement Standards

The Subrecipient will procure all materials, property, or services in accordance with the requirements of 2 CFR part 200, and will subsequently follow Property Standards as outlined in 24 CFR 570.502(b), covering utilization and disposal of property.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient 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. The Subrecipient 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 from training, including apprenticeship. The Subrecipient 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

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled in any federally assisted program. The Grantee will provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. EEO Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraph IX.A. Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

B. EMPLOYMENT RESTRICTIONS

1. Prohibited Activity

The Subrecipient 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.

C. **Conduct**

1. **Assignability**

The Subrecipient will not assign or transfer any interest in this contract without the prior written consent of the Grantee; provided that claims for money due or to become due to the Subrecipient from the Grantee 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 Grantee.

2. **Subcontracts**

a. **Approvals**

The Subrecipient will not enter into any subcontracts with any agency or individual for the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. **Monitoring**

The Subrecipient 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**

The Subrecipient 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**

The Subrecipient will undertake to ensure that all subcontracts in the performance of this Agreement will be awarded on a fair and open competition basis. Executed copies of all subcontracts will be forwarded to the Grantee along with documentation concerning the selection process.

3. **Hatch Act**

The Subrecipient 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 of the U.S.C.

4. **Conflict of Interest**

The Subrecipient 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. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest will be employed or retained by the Subrecipient 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 Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement Program.

5. **Lobbying**

The Subrecipient hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (6) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts, under grants, loans, and cooperative agreements) and that all Subrecipients will certify and disclose accordingly.

6. Lobbying Certification

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

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Organization

(1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation. (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services. (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

X. Environmental Conditions

The Subrecipient 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 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.

XI. 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.

XII. Non-Appropriation Clause

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

XIII. 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.

XIV. 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.

XV. Incorporated Documents

The following documents or Exhibits to this contract are hereby made a part of this Contract and fully incorporated herein by reference, and compliance with the applicable provisions of these documents or Exhibits is a condition of this Contract.

- Exhibit I – Certification Regarding Lobbying; and
- Exhibit II - Federal Contracting Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of _____, **2020**, by their respective duly authorized representatives.

GRANTEE:
COUNTY OF CUMBERLAND, NC

ATTEST:

BY: _____
Clerk to the Board of County Commissioners

BY: _____
Chair

[COUNTY SEAL]

SUBRECIPIENT:
HILLSIDE – FMHA LLC

ATTEST:

By: _____
Secretary of Corporation

By: _____
President

[CORPORATE SEAL]

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

By: _____
County Finance Director Date

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
County Attorney's Office Date

(X) Non-Renewable ( ) Renewable
Agreement Expires: June 30, 2021

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

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

WITNESS my hand and notarial seal this the _____ day of _____, 20__.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of HILLSIDE – FMHA LLC, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and Notarial Seal, this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: _____

EXHIBIT I

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

EXHIBIT II

Federal Contracting Requirements

This attachment is incorporated into the Contract between the County and the Contractor/sub grantee. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor/sub grantee" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor/sub grantee.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor/sub grantee is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor/sub grantee pursuant to its obligations under this Contract. The Contractor/sub grantee and its sub-Contractor/sub grantees, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Contractor/sub grantees entering into federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor/sub grantee Compliance

The Contractor/sub grantee shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor/sub grantee must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor/sub grantee must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor/sub grantee and Sub Contractor/sub grantees agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of $150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor/sub grantee agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

Clean Air Act

For contracts in excess of $150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor/sub grantee agrees to report any violation to the County immediately upon discovery. The Contractor/sub grantee understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor/sub grantee must include this requirement in all subcontracts that exceed $150,000.

The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor/sub grantee must maintain an acceptable cost accounting system. The Contractor/sub grantee agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor/sub grantee which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor/sub grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor/sub grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractor/sub grantees and their successors, transferees, assignees, and Sub Contractor/Sub Grantees acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor/sub grantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor/sub grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor/sub grantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor/sub grantee who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor/sub grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor/sub grantee's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor/sub grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor/sub grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor/sub grantee to the extent the Federal Government deems appropriate.

The Contractor/sub grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor/sub grantee, to the extent the Federal Government deems appropriate.

The Contractor/sub grantee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-Contractor/sub grantees who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor/sub grantee's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor/sub grantee.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor/sub grantee, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor/sub grantee makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor/sub grantee's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor/sub grantee takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor/sub grantee shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor/sub grantee shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor/sub grantee of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor/sub grantee of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor/sub grantee from any claim for damages previously accrued or then accruing against the Contractor/sub grantee.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor/sub grantee shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor/sub grantee that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor/sub grantee, notwithstanding anything to the contrary in this Agreement, the Contractor/sub grantee agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor/sub grantee, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor/sub grantee necessary to evaluate Contractor/sub grantee's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor/sub grantee. However, if non-compliance is found that would have cost the County in excess of $5,000 but for the audit, then the Contractor/sub grantee shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor/sub grantee acknowledge and agree that the County may incur costs if the Contractor/sub grantee fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor/sub grantee agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor/sub grantee to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor/sub grantee fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor/sub grantee is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor/sub grantee and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor/sub grantee, collect the difference from the Contractor/sub grantee.

Right to Withhold Payment. If the Contractor/sub grantee materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor/sub grantee with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor/sub grantee agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor/sub grantee's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor/sub grantee hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor/sub grantee in a court of competent jurisdiction within the State of North Carolina. The Contractor/sub grantee further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor/sub grantee breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor/sub grantee shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor/sub grantee is required to verify that none of the Contractor/sub grantee, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR§ 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor/sub grantee is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor/sub grantee agrees as follows:

1. The Contractor/sub grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/sub grantee 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 Contractor/sub grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor/sub grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/sub grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor/sub grantee 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 advising the said labor union or workers' representatives of the Contractor/sub grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor/sub grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor/sub grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 Contractor/sub grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor/sub grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided 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 Contractor/sub grantee will include the portion of the sentence immediately preceding paragraph (1) and 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 to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor/sub grantee or vendor. The Contractor/sub grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor/sub grantee becomes involved in, or is threatened with, litigation with a Subcontractor/sub grantee or vendor as a result of such direction by the administering agency the Contractor/sub grantee may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

Labor Wage Determination Number: N/A

If applicable to this contract, the Contractor/sub grantee agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. ***Minimum Wages.***

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor/sub grantee and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor/sub grantee and its sub-Contractor/sub grantees at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination.

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor/sub grantee and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor/sub grantee, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor/sub grantee shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor/sub grantee does not make payments to a trustee or other third person, the Contractor/sub grantee may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor/sub grantee, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor/sub grantee to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. ***Withholding.***

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor/sub grantee under this contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor/sub grantee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor/sub grantee or any sub-Contractor/sub grantee the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor/sub grantee, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and Basic Records.***

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor/sub grantee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor/sub grantee shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractor/sub grantees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor/sub grantee shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime Contractor/sub grantee is

responsible for the submission of copies of payrolls by all sub-Contractor/sub grantees. Contractor/sub grantees and sub-Contractor/sub grantees shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor/sub grantee, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor/sub grantee to require a sub-Contractor/sub grantee to provide addresses and social security numbers to the prime Contractor/sub grantee for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor/sub grantee or Subcontractor/sub grantee or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor/sub grantee or sub-Contractor/sub grantee to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor/sub grantee or sub-contractor/sub grantee shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor/sub grantee or sub-contractor/sub grantee fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor/sub grantee, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and Trainees.***

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor/sub grantee to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor/sub grantee is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor/sub grantee's or sub-Contractor/sub grantee's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor/sub grantee will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor/sub grantee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. ***Compliance with Copeland Act Requirements.***

The Contractor/sub grantee shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The Contractor/sub grantee or sub contractor/sub grantee shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the sub contractor/sub grantee to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any sub contractor/sub grantee or lower tier sub contractor/sub grantee with all the contract clauses in 29 CFR Part 5.5.

Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and a sub contractor/sub grantee as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act Requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes' clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor/sub grantee (or any of its sub contractor/sub grantees) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor/sub grantee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor/sub grantee's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor/sub grantee. The Contractor/sub grantee must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor/sub grantee and sub-contractor/sub grantees are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor/sub grantee and each sub-contractor/sub grantee must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor/sub grantee or sub-contractor/sub grantee shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractor/sub grantees to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any Subcontractor/sub grantee or lower tier Subcontractor/sub grantee with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and Subcontractor/sub grantee as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor/sub grantee or Subcontractor/sub grantee contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor/sub grantee and any Subcontractor/sub grantee responsible therefor shall be liable for the unpaid wages. In addition, such Contractor/sub grantee and Subcontractor/sub grantee shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor/sub grantee or Subcontractor/sub grantee under any such contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor/sub grantee, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor/sub grantee or Subcontractor/sub grantee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontractor/sub grantees. The Contractor/sub grantee or Subcontractor/sub grantee shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for compliance by any sub-Contractor/sub grantees or lower tier Subcontractor/sub grantee with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor/sub grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor/sub grantee authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for

"Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor/sub grantee using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor/sub grantee performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor/sub grantee's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor/sub grantee agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor/sub grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor/sub grantee shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor/sub grantee and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor/sub grantee identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor/sub grantee agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor/sub grantee agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor/sub grantee and Subcontractor/sub grantee must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor/sub grantee and Subcontractor/sub grantees are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2. The Contractor/sub grantee has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor/sub grantee can demonstrate the item is:

• Not reasonably available within a timeframe providing for compliance with the contract performance schedule.
• Fails to meet reasonable contract performance requirements; or
• Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Safeguarding Personal Identifiable Information:

Contractor/sub grantee will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor/sub grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

CUMBERLAND COUNTY
NORTH CAROLINA

GENERAL MANAGER FINANCIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **VICKI EVANS, FINANCE DIRECTOR**

DATE: **12/16/2020**

SUBJECT: **ALLIANCE HEALTH UPDATE ON PROVISION OF BEHAVIORAL HEALTH SERVICES**

BACKGROUND

Each year Cumberland County provides $4,800,000 to Alliance Health for the provision of behavioral health services delivered to residents of this County. During fiscal year 2020, $2,966,038 of that allocation was unspent at the end of the fiscal year and remains in a "restricted for Cumberland" account on the books of Alliance Health. During the December 10, 2020 Agenda Session meeting, staff of Alliance Health explained what led to under-spending last fiscal year and provided an update on overall service delivery in Cumberland County.

A request to utilize $1,000,000 of that fund balance was presented for use on: (1) child focused services including a six-bed crisis home to address DSS group alternative placement needs, a six-bed long term assessment and transitional home, child mobile crisis team, and high fidelity wrap around services; (2) adult focused services for bridge housing onsite behavioral health and peer support; and (3) medication support to include sponsoring an over the counter event, crisis facility medication support, and overdose prevention efforts. The detailed presentation is attached.

RECOMMENDATION / PROPOSED ACTION

At the December 10, 2020 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Agenda Item on the December 21, 2020 Board of Commissioners' meeting:

Approve the use of $1,000,000 of fund balance held on the books of Alliance Health for the child, adult, and medication support services as presented.

ATTACHMENTS:

Description	Type
Alliance Health Presentation	Backup Material

Cumberland County Board of Commissioners

December 10, 2020

About Alliance

- Behavioral health MCO for Durham, Wake, Cumberland and Johnston counties
- 470,000+ Medicaid-eligible and uninsured individuals among a population of over 1.8M
- Professional staff of over 500
- Network of 2,200+ contracted providers
- Preparing to operate a “Tailored Plan” beginning in 2022

FY20 End Year

- Cumberland remaining funds - $2,966,038 of the $4.8M

Budget/Cash Received	$4,836,067
Spent	($1,870,029)
Remaining Funds	$2,966,038

How We Got Here?

- Decline in service utilization due to COVID
- Crisis services at Roxie in transition
- Additional State COVID dollars impacted local service spend
  - $30M COVID allocation – Alliance share $7.5M

Use of State COVID Dollars

- Investments and support for the community
  - Financial Stabilization payments
  - Cell phone and technology equipment
  - Additional service codes to allow for telehealth billing
  - Rate increases for residential and community services

FY21 COVID Dollars

Total Statewide	Alliance Portion
$50M	$6.8M
$38M	$5.9M

Increase in Medicaid funds also

FY21 COVID Dollars

- Continue rate increases and implement additional increases
  - Direct Service Provider support
- Invest in Child Crisis Facility renovation
- Cumberland OneCare Network implementation
- Residential development for our TBI members

Request for Use of Alliance Held County Fund Balance

Proposal

- Request for partial use of funds - $1M
- Child Focused
  - 6 bed crisis home for children that lack an alternative placement and have behavioral health needs that exceed what can be addressed at the Cumberland County DSS group
  - 6 bed long term assessment and transitional home for children
  - Child Mobile Crisis Team
  - High fidelity wrap around

Proposal

- Adult Focused
  - Bridge housing onsite Behavioral Health and Peer Support

- Medication Support
  - Sponsor Over The Counter event
  - Cumberland County Medication Access Program - behavioral health medication support to meet needs of the crisis facility
  - Overdose prevention efforts

Crisis Update

Facility Based Crisis Services Update

- April 2020: Phase II Construction began
- May 2020: 23 hour Behavioral Health Urgent Care (BHUC) opens
- September 2020: DHSR requested work completed
- December 2020: Awaiting DHSR site inspection
- Total Admissions through September 23 BHUC

June	July	Aug	Sept	Total
86	115	115	120	436

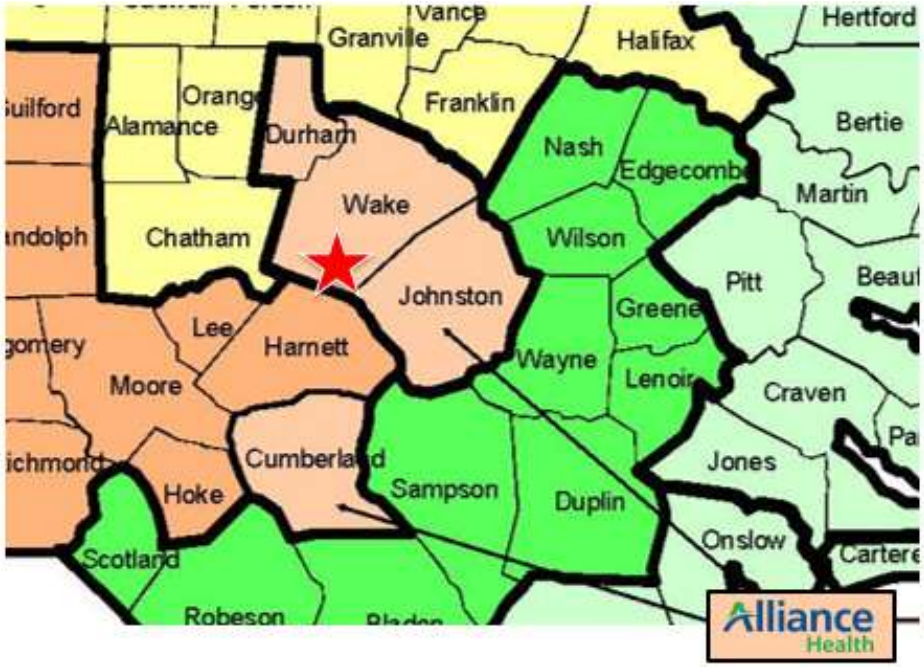
Child Crisis Center

Child Crisis Center

- 16-bed crisis facility for children and teens ages 6-17
- Includes behavioral health urgent care services to address emergency department overcrowding
  - Walk-in access to same-day clinical assessments, psychiatric evaluations, necessary medications
- Designed to stabilize youth experiencing behavioral health crisis and engage them in appropriate treatment
  - 24/7 access to assessment, stabilization, treatment planning

Child Crisis Center

- Centrally located in Fuquay-Varina, accessible to the entire Alliance region



Supplemental Information

Support for Children in DSS Custody

- Developed comprehensive plan to address children with more complex needs
  - Funding development and operations of 24/7 crisis group home
  - Implementing a intensive case management service
  - Expanding access to specialized trauma assessments
  - Continuing work and strengthening contractual requirements with Alliance treatment foster care providers
  - Building predictive models and early identification support plan

Tailored Plan Update

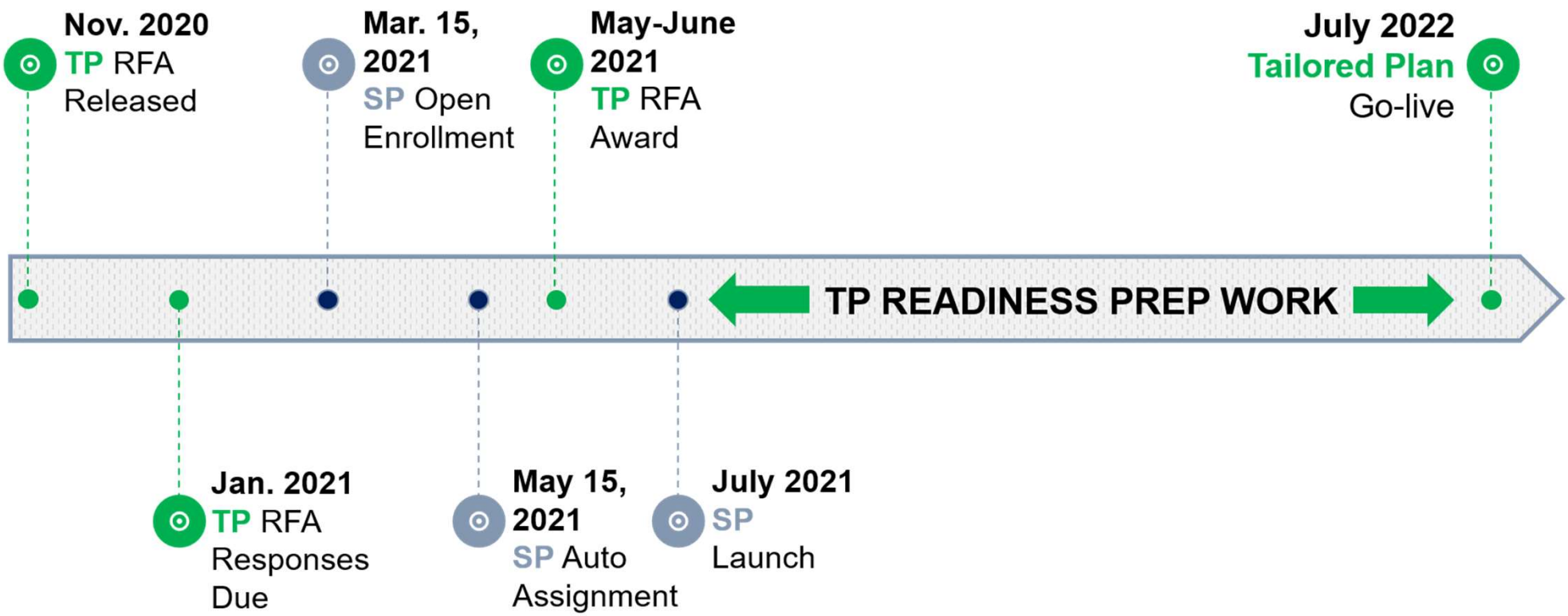
Types of NC Managed Care Plans

- Standard Plans
  - Serve most Medicaid enrollees, including adults and children
  - Provide integrated physical health, behavioral health, and pharmacy services at launch of Medicaid managed care program
- Tailored Plans
  - Specifically designed to serve special populations with unique health care needs
  - Provide integrated physical health, behavioral health, and pharmacy services

Standard Plan Contracts

- Statewide PHP contracts were awarded to:
  - AmeriHealth Caritas North Carolina, Inc.
  - Blue Cross and Blue Shield of North Carolina
  - UnitedHealthcare of North Carolina, Inc.
  - WellCare of North Carolina, Inc.
- PHP contract awarded to Carolina Complete Health, a provider-led entity (PLE), to operate in Regions 3 and 5
  - DHHS extended CCH contract to also cover Region 4 (Oct. ‘19)

Medicaid Transformation Timeline



CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **12/10/2020**

SUBJECT: CASE P20-43

BACKGROUND

Case P20-43: Rezoning of 20.61+/- acres from A1 Agricultural to R40 Residential or to a more restrictive zoning district, located at 7149 Butler Nursery Road, submitted by Kyle A. Dixon (owner) & Tim Evans (agent). **(Applicant has revised request to R40 Residential/CZ Conditional Zoning for a 20-lot subdivision)**

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 20 lot subdivision at the November 17, 2020 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P20-43, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 20 lot subdivision and finds the request generally consistent with the South Central Land Use Plan (2015) designation of "Farmland" as it allows a density of one unit per acre on tracts greater than 10 acres that have favorable soil conditions, desires stick-built homes, and is submitted as a conditional zoning. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing uses and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P20-43, I move to approve the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 20 lot subdivision and find the request generally consistent with the South Central Land Use Plan (2015) designation of "Farmland" as it allows a density of one unit per acre on tracts greater than 10 acres that have favorable soil conditions, desires stick-built homes, and is submitted as a conditional zoning. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing uses and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P20-43, I move to deny the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 20 lot subdivision and find the request (consistent/not consistent) with the South Central Land Use Plan (2015) designation of "Farmland". Denial of the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description	Type
Action Memo	Backup Material

AMY H. CANNON
County Manager

TRACY JACKSON
Assistant County Manager

CUMBERLAND COUNTY
NORTH CAROLINA

RAWLS HOWARD
Director

DAVID MOON
Deputy Director

Planning & Inspections Department

DECEMBER 10, 2020

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P20-43:** Rezoning of 20.61+/- acres from A1 Agricultural to R40 Residential or to a more restrictive zoning district, located at 7149 Butler Nursery Road, submitted by Kyle A. Dixon (owner) & Tim Evans (agent). **(Applicant has revised request to R40 Residential/CZ Conditional Zoning for a 20-lot subdivision)**

ACTION: Recommended approval of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 20 lot subdivision at the November 17, 2020 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF NOVEMBER 17, 2020

Mrs. Lynd presented the photos and case information.

In Case P20-43, the Planning & Inspections staff **recommends approval** of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 20 lot subdivision and finds the request generally consistent with the South Central Land Use Plan (2015) designation of "Farmland" as it allows a density of one unit per acre on tracts greater than 10 acres that have favorable soil conditions, desires stick-built homes, and is submitted as a conditional zoning. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing uses and zoning.

There were people present to speak in favor and in opposition.

Public hearing opened.

Mr. Tim Evans spoke in favor. Mr. Evans said they want to be great neighbors. The tall trees that Mr. Smith kept referring to are not on the applicant's property. Right now, we could put ten houses there with the current zoning, but we are asking for twenty because of the cost of developing. He has done his share of research and after speaking with pilots that have flown out of that airport over the years, most of the takeoffs occur on the north end of the runway, and on that end of the runway they are flying over two developments larger than the proposed development. The danger impact would be greater where most of the planes takeoff now versus where they are landing. Grays Creek is growing, most people selling their land, is going to be residential.

Mr. Scott Smith spoke in opposition. Mr. Smith stated that safety is his only concern. Mr. Smith provided a memorandum from the Federal Aviation Administration (FAA) dated September 27, 2012 which addressed

guidance on land uses within a runway protection zone. There are homes around airports but not in the direct path like this, so they are working with the FAA to get an assessment done.

Mr. Lloyd said that the board based their decision on the handout Mr. Smith presented at the last meeting and asked the applicant to come back with something that minimizes the impact of this development, which he did. Now, are they asking that the board wait to decide until this zone has been created?

Mr. Smith said it makes sense when you think of safety.

Mr. Lloyd said that right now Grays Creek is the fastest growing area in the County and though the airport is not private, commercial airlines do not fly in there, it is for small planes.

Mr. Crumpler asked how close planes come to the airport's hangars.

Mr. Smith said maybe a few hundred feet, it is all parallel.

Chair Wheatley asked if this was the only piece of property that presented a safety issue.

Mr. Smith said this would be the only piece of property where homes will be packed together right off the end of the runway.

Mr. David Herwig spoke in opposition. Mr. Herwig said he is a flight instructor at the airport, the area in question is the only area to go in the unlikely event of an emergency landing. He teaches his students to go to that spot because it is the only place and safest place available on that end of the runway.

Mr. Ray Cain spoke in opposition. Mr. Cain said he lived in the field to the right of the airfield, there are money and people's lives at stake. Nobody wants this subdivision to be built.

Mr. Donald Pate spoke in opposition. Mr. Pate said his land joins the back side of the subject property; his main concern is with erosion. He feels that once the land is cleared, he is going to have a big problem.

Mr. Evans spoke in rebuttal. Mr. Evans said that he would guarantee a buffer behind Mr. Pate's property as wide as it could be, to make this development work and he will not remove the trees that are there and will bring proof of it to the Planning Department. Mr. Evans said that the field to the right is not safer than his piece of property. He said they are willing to bend but the opposition does not want to.

In Case P20-43, Mr. Lloyd made a motion, seconded by Mrs. Moody to recommend approval of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 20 lot subdivision and finds the request generally consistent with the South Central Land Use Plan (2015) designation of "Farmland" as it allows a density of one unit per acre on tracts greater than 10 acres that have favorable soil conditions, desires stick-built homes, and is submitted as a conditional zoning. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing uses and zoning. The motion passed with Chair Wheatley and Mr. Stewart voting in opposition.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Cumberland County
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # P20-43
Planning Board Meeting: November 17, 2020

Jurisdiction: Cumberland County

EXPLANATION OF THE REQUEST

This is a request to rezone one parcel located on the south side of Butler Nursery Road from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 20 lot subdivision. This request would increase the allowed density from 1 unit/2 acre to 1 unit/1 acre. **Note: The staff report/recommendation has been revised due to the modification to a conditional zoning as requested by the Planning Board at their September 15, 2020 meeting.

OWNER/APPLICANT

OWNER/APPLICANT: Kyle A. Dixon (owner) & Tim Evans (agent)

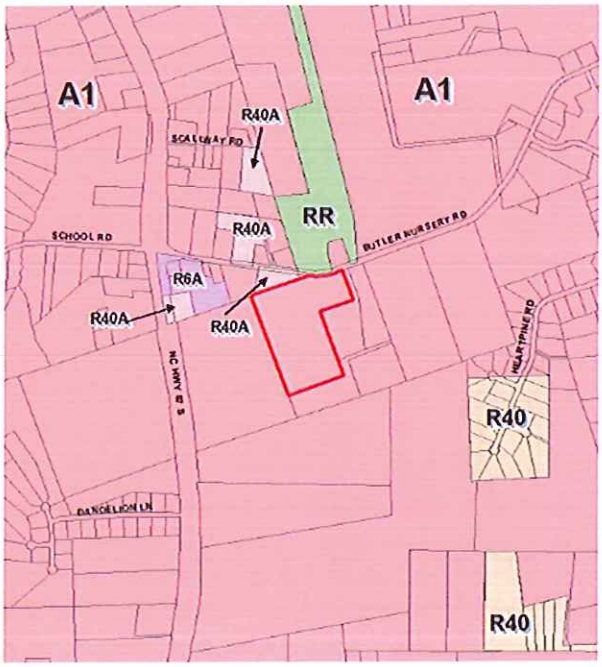
PROPERTY INFORMATION

ADDRESS/LOCATION: 7149 Butler Nursery Road; more specifically REID 0441639433000

SIZE: This request includes one parcel totaling approximately 20.61 acres. The property has approximately 394' of street frontage along Butler Nursery Road. The property is 1200'+/- in depth.

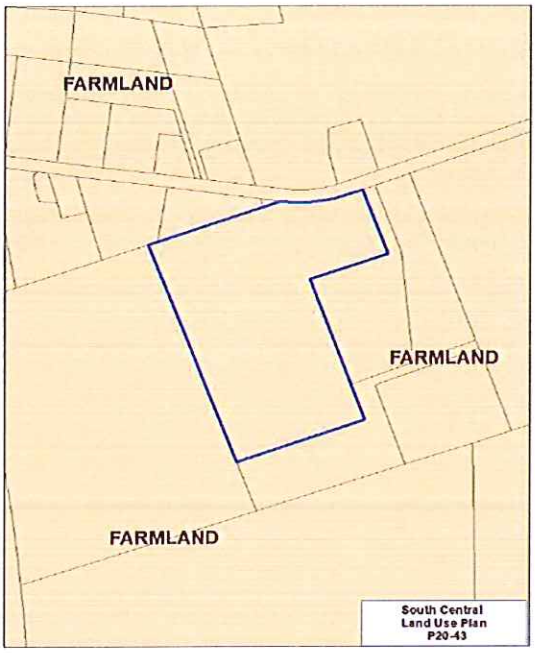
EXISTING LAND USE: The property is currently developed with a single-family dwelling and accessory structures to be demolished.

OTHER SITE CHARACTERISTICS: The property is located within the watershed. The property is not in the Special Flood Hazard Area. There are no soil limitations to development on the property.



DEVELOPMENT REVIEW: Parcel was platted on 12-2-91 in Plat Book 78, Page 10.

SURROUNDING LAND USE: There are residential uses in the surrounding area including manufactures homes and a manufactured home park. Grays Creek Airport is also located across Butler Nursery Road.



ZONING HISTORY: This property was initially zoned A1 as part of the Area 17 initial zoning on March 1, 1994.

UTILITIES: This site is currently served by private well and septic. Public water and sewer are not available. The property is located within the Gray's Creek water/sewer district.

MINIMUM YARD SETBACKS: If approved, this parcel would be subject to R40 setbacks: Front yard: 30 foot, Side yard: 15 foot, Rear yard: 35 foot. Zero Lot Line setbacks requirements shall be met where applicable.

COMPREHENSIVE PLANS: The 2030 Growth Vision Plan designates this area as "Rural". The South Central Land Use Plan (2015) designates this area for "Farmland". The "Farmland" designation allows a density of one unit per acre on tracts greater than 10 acres that have favorable soil conditions, are approved as a conditional zoning, and has public/community water. Generally, staff feels the **Request is plan compliant.**

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITES

TRAFFIC: The subject property sits on Butler Nursery Road and is identified as a major road in the Metropolitan Transportation Plan. There are no construction projects planned, and the subject property will have no impact on the Transportation Improvement Plan. The Average Daily Traffic Count (2016) on Butler Nursery Road is 790.

SCHOOLS CAP/ENROLL: Gray's Creek Elementary: 500/437; Gray's Creek Middle: 1200/1139; Gray's Creek High: 1470/1467

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no comment at this time.

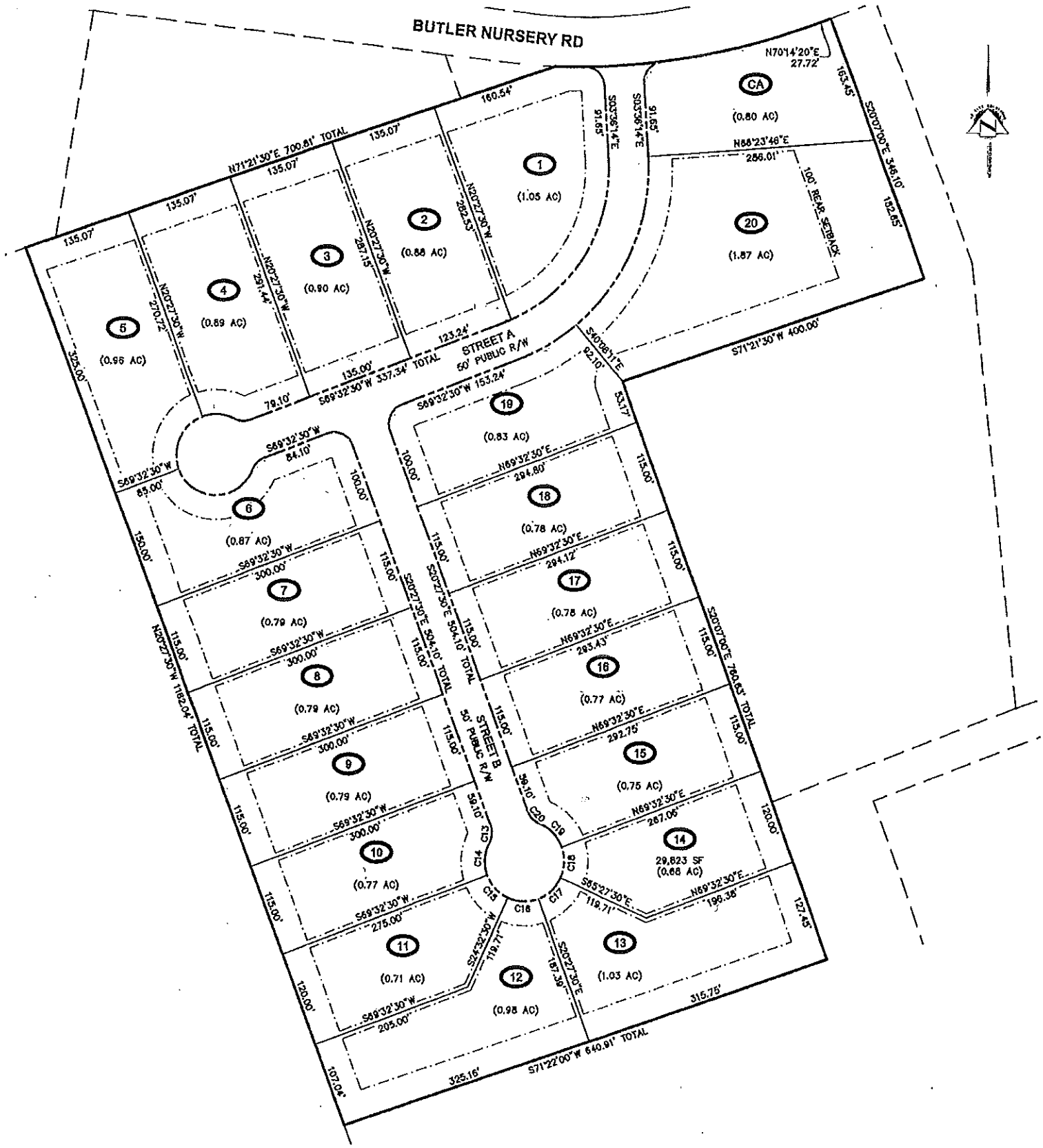
EMERGENCY SERVICES: The Cumberland County Fire Marshal's Office has reviewed the request and stated that the developer should ensure all fire department access requirements are met.

FAYETTEVILLE REGIONAL AIRPORT: This property is not located within the Airport Overlay District.

STAFF RECOMMENDATION

In Case P20-43, the Planning & Inspections staff **recommends approval** of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 20 lot subdivision and finds the request generally consistent with the South Central Land Use Plan (2015) designation of "Farmland" as it allows a density of one unit per acre on tracts greater than 10 acres that have favorable soil conditions, desires stick-built homes, and is submitted as a conditional zoning. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing uses and zoning.

Attachments:
Site Plan
Ordinance Related Conditions
Zoning Application
Notification Mailing List



R40 RESIDENTIAL/CZ
CONDITIONAL ZONING

REQUEST: A 20 LOT SUBDIVISION

CASE: P20-43 ACREAGE: 20.61 AC +/-

ZONED: A1 SCALE: NTS

*SCALED DETAILED SITE PLAN IN FILE AVAILABLE FOR REVIEW UPON REQUEST

Case: P20-43
November 17, 2020

R40 RESIDENTIAL/CZ CONDITIONAL ZONING DISTRICT

DRAFT

Ordinance Related Conditions

For a 20 lot zero lot line subdivision

Pre- Permit Related:

1. A recorded plat is required prior to permit application, see Plat-Related conditions below. [Sec. 4-8(b)(7), County Code]

2. The Current Planning Section must approve the individual plot plan for each lot prior to permit application. (Sec. 2402, County Subdivision Ord.)

3. Prior to permit application, the developer must provide to the Code Enforcement Section documentation of NC Department of Environmental Quality Division of Energy, Mineral and Land Resources' (NCDEQ DEMLR) approval of the Sedimentation and Erosion control plan for this project. NCDEQ DEMLR requires a Sedimentation and Erosion control plan be submitted and approved 30 days prior to land disturbing activities if said land disturbing activity will exceed one acre.

   If a plan is not required, per 15ANCAC 04B.0105 "Person conducting land disturbing activity shall take all reasonable measures to protect public and private property from damage cause by such activities." Sedimentation and erosion control measures will need to be installed to protect adjacent properties.
   [Sec. 4-8(b)(6), County Code; originally under County jurisdiction relinquished to NCDEQ around 2000]

4. Authorization for wastewater system construction required before other permits to be issued. The County Health Department must approve sewer plans. Lots not served by public sewer systems are required to be large enough and of such physical character to comply with the Health Department's minimum standards. Site and soil evaluations must be conducted on the property by the County Environmental Health Department. A copy of the Health Department approval must be provided to Code Enforcement. (Note: All Health Department requirements must be met prior to issuance of final permits.) (NCGS § 130A-338 & Sec. 2306 A, County Subdivision Ord. & Sec. 1101.E, County Zoning Ord.)

Pre-Permit – Watershed-Related:

5. An application for Watershed approval must be submitted to the Watershed Review Officer (WRO) and plans must be approved by the WRO prior to application for any building/zoning permits. (Note: This approval may require additional conditions restricting the development of the subject property.) A copy of the WRO's approval of this plan must be submitted to Code Enforcement at the time of application for any permits. (County Watershed Ord.)

Permit-Related:

6. The owner/developer(s) of these lots must obtain detailed instructions from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street on provisions of the County Zoning Ordinance and any permits that may be required to place any structure within this development or to commence any use of the subject property. For additional information, the developer should contact a Code Enforcement Officer. (Chpt. 4, County Code & Sec. 107, County Zoning Ord.)

7. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application. [Sec. 4-8(b)(2), County Code]

8. **Driveway Permit Required.** Construction of any new connection or alteration of any existing connection may require an approved Driveway Permit. For additional information contact the NC Department of Transportation's (NCDOT) Division 6/District 2 office.

   Change of use of subject properties shall require an approved Driveway Permit. Permits MUST be secured prior to the change or alteration of existing or proposed property use. Failure to secure required permits prior to construction or change in property usage may result in the removal of the driveway or street connections at the property owner's expense. For additional information contact the Division 6/District 2 office.

130 Gillespie Street – Post Office Box 1829 – Fayetteville, North Carolina 28302-1829 – (910) 678-7600 – Fax: (910) 678-7669

In the event that a structure (house) is built by a contractor for commercial gain and/or if property changes ownership from existing owner to builder, an approved Driveway Permit must be secured.

Note: In the event the NCDOT driveway permit process alters the site plan in any manner, three copies of a revised site plan (and $25.00 revision fee) must be submitted for staff review and approved prior to permit application.

Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.
[§ 136-18(29), NCGS]

9. The developer must formally notify the NC Department of Transportation once construction of the public streets is complete and initiate the process of transferring the responsibility of road maintenance to the NCDOT. If application to the NCDOT District Engineer has not been formally submitted by the time building permits have been issued for 80% of the lots shown on the preliminary plan, no additional building permits can be issued until the NCDOT District Engineer notifies this department of the receipt of the application. (Sec. 2304.B.2, County Subdivision Ordinance & Sec. 107, County Zoning Ord.)

10. New development where the developer will disturb or intends to disturb more than one acre of land is subject to the Post-Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Department of Energy, Minerals and Land Resources, NC Department of Environmental Quality (DEMLR NCDEQ). If one acre or more of land is to be disturbed, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement prior to the issuance of the Certificate of Occupancy. (Note: If any retention/detention basins are required for state approval of this plan, three copies of a revised plan (and $25/$50 revision fee) must be submitted and approved by Planning & Inspections.) (Sec. 2306.D, County Subdivision Ord. & 2006-246, NC Session Law)

11. The County Health Department must approve water plans. Lots not served by public water system is required to be large enough and of such physical character to comply with the Health Department's minimum standards. A copy of the Health Department approval must be provided to Code Enforcement. (Note: All Health Department requirements must be met prior to issuance of final permits.) (Sec. 2306 A, County Subdivision Ord. & Sec. 1101.E, County Zoning Ord.)

12. Prior to application for the Certificate of Occupancy for the building or site, a Watershed Occupancy Permit must be issued for each lot/tract within this development. (Section 31A-29, County Watershed Ord.)

13. The building final inspection cannot be accomplished until a Code Enforcement Officer inspects the site and certifies that the site is developed in accordance with the approved plans. (Sec. 107.B, County Zoning Ord.; & Secs. 2005 & 2007 County Subdivision Ord.)

Site-Related:

14. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Development Ordinance, and County Zoning Ordinance for the R40 Residential/CZ Conditional Zoning for a 20 lot Zero Lot Line subdivision zoning district must be complied with, as applicable.

15. All corner lots and lots fronting more than one street must provide front yard setbacks from each street. (Secs. 1101.G & 1102.B, County Zoning Ord.)

16. This conditional approval is not approval of any freestanding signs. If a freestanding sign is desired, re-submittal of the site plan is required prior to application for any freestanding sign permits. Attached signage for this development must be in accordance with the applicable sign regulations as set forth in Article XIII of the County Zoning Ordinance and that the proper permit(s) must be obtained prior to the installation of any permanent signs on the property. (Note: This conditional approval is not approval of the size, shape, or location of any signs.) (Art. XIII, County Zoning Ord.)

17. All applicable provisions of Section 2401, "Group Developments", County Subdivision and Development Ordinance, must be complied with. (Sec. 2402, County Subdivision Ord.)

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18. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2307.A, County Subdivision Ord.)

19. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)

20. In the event a stormwater utility structure is required by the NC Department of Environmental Quality (NCDEQ), the owner/developer must secure the structure with a four foot high fence with a lockable gate, and is required to maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation. (Sec. 1102.O, County Zoning Ord.)

21. This review does not constitute a "subdivision" approval by NC Department of Transportation (NCDOT). A separate submittal to NCDOT will be required prior to consideration for addition to the system of any street within this development. (Sec. 2304B, County Subdivision Ord.)

22. The NC Department of Transportation's (NCDOT) approval of the street plans is required and the street(s) are required to be constructed to the NCDOT standards for secondary roads. (Sec. 2304B, County Subdivision Ord. & NCGS §136-102.6)

23. Turn lanes may be required by the NC Department of Transportation (NCDOT). [Art. XIV, County Zoning Ord. & NCGS §136-18(5) & §136-93]

    Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.

24. All lots within this development are required to be served by an internal street system. (Sec. 2001, County Subdivision Ord. & Sec. 101, County Zoning Ord.)

25. All lighting is required to be directed internally within this development and comply with the provisions of Section 1102 M, Outdoor Lighting, County Zoning Ordinance.

Plat-Related:

26. An application for watershed approval must be submitted to the Watershed Review Officer (WRO) and plans must be approved by the WRO prior to final plat approval. (Note: This approval may require additional conditions restricting the development of this property.) A copy of the WRO's approval of this plat must be submitted to Code Enforcement at the time of application for any permits. (Sec. 31A-11, County Watershed Ord.)

27. The developer is required to submit to the Current Planning Section either one set of a hard copy or one set of a pdf email copy to Betty Lynd at blynd@co.cumberland.nc.us of the following documents :

    a. One copy of proposed covenants, by-laws and articles of incorporation for the proposed development designating responsibility for the common area by the owners' association for the development;
    b. One copy of the deeds proposed for recordation conveying all common area to the proposed owners association;
    c. One copy of any proposed supplemental covenants if the proposed development is to be submitted for final approval in phases; and
    d. One copy of each proposed final plat prior to the submission for final approval – can be a phase of the approved development or the complete development as approved.

    These documents must be approved by the County Attorney prior to the sale of or submission for final plat approval of any lot or unit within this development. (Sec. 2402.G., County Subdivision Ord.)

    Note: A copy of the recorded deed or deeds conveying all common area to the owners' association as shown on each plat must be provided to the Current Planning prior to submission for approval for recordation of the next succeeding phase/section of this development.

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28. "Street A" and "Street B" will require approved street names prior to approval of the final plat. Please contact Diane Shelton with Location Services for the process of obtaining an approved street name.

29. The street name signs, in compliance with the County Street Sign Specifications, must be installed prior to final plat approval. The developer should contact Location Services for inquiries regarding the County's policy for street sign installation or, if the sign is commissioned from a private source, to schedule an inspection of the street sign(s). The Current Planning Section must receive notice of agreement with the Location Services Section for sign installation or of satisfactory inspection prior to the approval of the final plat. Sec. 4-171, County Code)

30. The developer is opting to provide park, recreation or open space area (common area) on-site; therefore, when phasing a development all common area must be recorded prior to the recording of the first phase or section of the development <u>or</u> the common area must be recorded incrementally, ensuring that a minimum of 800 square feet of land area is recorded as common area for each lot included, on the final plat.

31. The builder/developer must provide the buildable envelopes on the final plat: providing a five-foot maintenance easement along each side of all common internal lines with all other applicable setbacks being provided for; <u>or</u> at the time of permit application, the individual plot plans must be approved by the Current Planning Section prior to issuance of any permits.

32. Any/All easements must be reflected on the final plat and labeled as to type of easement, reference number for document creating the easement, and the name of the agency, individual, etc. who holds the easement.

33. All lots within this development must be served by an internal street system and a "no access" easement must be reflected on the final plat along SR 2233 (Butler Nursery Road) for Lot 1 and the common area.

34. A 10' x 70' sight distance easement is required at the intersection of "Street A" with SR 2233 (Butler Nursery Road) and "Street A" with "Street B" and must be reflected on the final plat.

35. A 25' right-of-way radius is required at all intersections and must be reflected on the final plat. (Section 2304.10.c, Street Design, County Subdivision and Development Ordinance)

    Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.

36. The NC Department of Transportation (NCDOT) stamp must be affixed to the final plat prior to submission for final plat approval by the Current Planning Section.

    Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.

37. The notarized signature(s) of all current tax record owner(s) and notary certifications appear on the final plat when submitted for final approval. (Section 2503 D, Certificate of Ownership and Dedication, County Subdivision and Development Ordinance)

38. The developer is reminded that the improvements must be in place or that final plat approval will only be granted in accordance with Section 2502 B, C, or D, Final Plat – Guarantees of Improvements, County Subdivision and Development Ordinance. (Note: Once the improvements are in place, the developer is responsible for contacting Jeff Barnhill to schedule an inspection of the improvements.)

39. The final plat must be submitted to the Current Planning Section for review and approval for recording with the County Register of Deeds, and the plat must be recorded prior to any permit application for any structure and/or prior to the sale of any lot or unit within this development.

40. The developer should be aware that any addition and/or revision to this plat may require an additional review and approval by the Planning & Inspections Department prior to submission for final plat approval of any portion of this development.

<u>Plat-Required Statements</u>:

130 Gillespie Street – Post Office Box 1829 – Fayetteville, North Carolina 28302-1829 – (910) 678-7600 – Fax: (910) 678-7669

41. Since this development does not have public water/sewer, the following disclosure statement is required to be provided on the final plat. (Section 2504 C, On-Site Water and/or Sewer Disclosure, County Subdivision and Development Ordinance):

> "The individual lots in this development do not have public sewer and/or water services available, and no lots have been approved by the Health Department for on-site sewer services or been deemed acceptable for private wells at the date of this recording."

42. Since this development is located within the *Farmland Protection Area* as defined on the current Land Use Plan map, the following disclosure statement is required to be provided on the final plat (Section 2504 B, Farmland Protection Area Disclosure, County Subdivision and Development Ordinance):

> "This property or neighboring property may be subject to inconvenience, discomfort, and the possibility of injury to property and health arising from normal and accepted farming and agricultural practices and operations, including but not limited to noise, odors, dust, the operation of any kind of machinery the storage and disposal of manure, and the application of fertilizers, soil amendments, herbicides, and pesticides."

43. All structures shall be shown on the final plat or the final plat shall reflect the following statement (Section 2504 D, County Subdivision and Development Ordinance):

> "Nonconforming structures have not been created by this subdivision plat."

44. Because the streets in this development have been approved as "public" streets and the streets do not yet qualify for acceptance by the NC Department of Transportation to the State system for maintenance purposes, the following statement is required to be included on the final plat (Section 2504 E, County Subdivision and Development Ordinance):

> "The streets shown on this plat though labeled as "public" – unless otherwise noted – have not been accepted by the NC Department of Transportation as of the date of this recording. Until such time that the streets are accepted and formally added to the State system, maintenance and liability of the streets are the responsibility of the developer and any future lot owner(s)."

Advisories:

45. The applicant is advised to consult an expert on wetlands before proceeding with any development.

46. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.

47. Because this subdivision has been approved as a Zero Lot Line development, the entire development would be required to be included on any future rezoning applications.

48. The owner/developer is responsible for ensuring easements which may exist on the subject property are accounted for, not encumbered and that no part of this development is violating the rights of the easement holder.

49. The US Postal Service most likely will require this development to have centralized cluster boxes for postal service to each lot or unit. The developer is advised contact the US Postal Growth Coordinator for the Mid-Carolinas District to determine the appropriate location for the cluster boxes. If the cluster box location requires changes to the subdivision or site plan, a revised preliminary/plan must be submitted to the Planning & Inspections Department for review and approval.

50. This conditional approval is not to be construed as all encompassing of the applicable rules, regulations, etc. which must be complied with for any development. Other regulations, such as building, environmental, health and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.

51. The developer(s) and any future lot owners are responsible for the maintenance and upkeep of the streets until such time the streets are added to the State system by the NC Department of Transportation (NCDOT) for maintenance purposes. The developer is advised to give notice of the street status to any future lot owners in the event the lots are conveyed prior to the NCDOT's acceptance.

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52. The subject property sits on Butler Nursery Road and is identified as a major road in the Metropolitan Transportation Plan. There are no construction projects planned, and the subject property will have no impact on the Transportation Improvement Plan. For questions related to this comment, please contact Transportation Planning.

Other Relevant Conditions:

53. This conditional approval is contingent upon continued compliance with the County's Subdivision and Development Ordinance and Zoning Ordinance.

54. The owner/developer be aware that every deed created for a lot being served by an on-site water and/or sewer system must contain the following disclosure when filed with the County Register of Deeds:

> "Public water and/or sewer services are not available as of the date of the recording of this deed. On-site sewer disposal systems must be approved by the County Health Department."

Thank you for building in Cumberland County!

If you need clarification of any conditions, please contact Billy Prutzman at 910-678-7603 or Betty Lynd at 910-678-7605 with the Current Planning Section; otherwise, contact the appropriate agency at the contact numbers below.

Contact Information (Area Code is 910 unless otherwise stated):

Watershed Officer/Improvements:	Jeff Barnhill	678-7765	jbarnhill@co.cumberland.nc.us
Current Planning Manager:	Betty Lynd	678-7605	blynd@co.cumberland.nc.us
Subdivision/Site Plan/Plat	Jeff Barnhill	678-7765	jbarnhill@co.cumberland.nc.us
Code Enforcement (Permits):	Scott Walters	321-6654	swalters@co.cumberland.nc.us
County Building Inspections:	Michael Naylor	321-6657	mnaylo@co.cumberland.nc.us
Fire Marshal – Emergency Services	Kevin Lowther	321-6625	klowther@co.cumberland.nc.us
	Gene Booth	678-7641	wbooth@co.cumberland.nc.us
County Engineer's Office:	Wayne Dudley	678-7636	wdudley@co.cumberland.nc.us
County Health Department:	Fred Thomas	433-3692	fthomas@co.cumberland.nc.us
US Postal Service	Jonathan R. Wallace	(704) 393-4412	jonathan.r.wallace@usps.gov
Corp of Engineers (wetlands):	Liz Hair	(910) 251-4049	hair@usacr.army.mil
NCDEQ (E&S):	Leland Cottrell	(910) 433-3393	leland.cottrell@ncdenr.gov
US Fish & Wildlife Services	Susan Ladd Miller	(910) 695-3323	susan_miller@fws.gov
Location Services:			
Site-Specific Address:	Will Phipps	678-7666	wphipps@co.cumberland.nc.us
Street Naming/Signs:	Diane Shelton	678-7665	dshelton@co.cumberland.nc.us
Tax Parcel Numbers:		678-7549	
NCDOT (driveways/curb-cuts):	Troy Baker	364-0601	tlbaker@ncdot.gov
NCDOT (subdivision roads):	Earl C. Locklear	364-0601	elocklear@ncdot.gov
Transportation Planning:	Irvin Wyche	678-7615	iwyche@co.cumberland.nc.us
N.C. Division of Water Quality:	Annette Lucas	(919) 807-6381	annette.lucas@ncdenr.gov

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TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, as hereinafter requested, the following facts are submitted:

1. Applicant/Agent Kyle A. Dixon
2. Address: 6375 Tabor Church Rd. Zip Code 28312
3. Telephone: (Home)_____ (Work) 910 813-0262
4. Location of Property: 7149 Butler Nursery Rd.
5. Parcel Identification Number (PIN #) of subject property: 0441-63-9433 (also known as Tax ID Number or Property Tax ID)
6. Acreage: 20.61 Frontage: 400 Ft. Depth: 1200 Ft.
7. Water Provider: well Septage Provider: Sept. Tank
8. Deed Book 10683, Page(s) 0563, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Existing Mobile Home Removed
10. Proposed use(s) of the property: Single Family dwelling

NOTE: Be specific and list all intended uses.

11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes ____ No ✓
12. Has a violation been issued on this property? Yes ____ No ✓
13. It is requested that the foregoing property be rezoned FROM: A-1

TO: (Select one)

✓ Conditional Zoning District, with an underlying zoning district of R-40 (Article V)

____ Mixed Use District/Conditional Zoning District (Article VI)

____ Planned Neighborhood District/Conditional Zoning District (Article VII)

____ Density Development/Conditional Zoning District, at the ____ Density (Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted only to the use(s) specified in this application if approved.)

R-40 - Single family homes

B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

All residential

2. DIMENSIONAL REQUIREMENTS:

A. Reference either the dimensional requirements of the district, Sec. 1104 or list the proposed setbacks.

R-40
Front 30'
Side & rear zero lot line

B. Off-street parking and loading, Sec.1202 & 1203: List the number of spaces, type of surfacing material and any other pertinent information.

N/A

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

N/A

4. LANDSCAPE AND BUFFER REQUIREMENTS:

A. For all new non-residential and mixed use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). **NOTE: All required landscaping must be included on the site plan.**

N/A

B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). **NOTE: All required buffers must be included on the site plan.**

N/A

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

N/A

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the County Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the Subdivision Ordinance, the site plan must be of sufficient detail to allow the Planning and Inspections Staff, Planning Board and County Commissioners to analyze the proposed uses and arrangement of uses on the site. It also must include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the Planning and Inspections Department a valid request within a complete application.

I further understand I must voluntarily agree to all ordinance related conditions prior to the first hearing on the case or any disagreement may be cause for an unfavorable recommendation. The undersigned hereby acknowledge that the Planning and Inspections Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Kyle A. Dixon
NAME OF OWNER(S) (PRINT OR TYPE)

6375 Tabor Church Rd.
ADDRESS OF OWNER(S)

marinewton99@hotmail.com
E-MAIL

HOME TELEPHONE

910 813-0262
WORK TELEPHONE

SIGNATURE OF OWNER(S)

SIGNATURE OF OWNER(S)

Tim Evans
NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)

4239 Cameron Rd. 28306
ADDRESS OF AGENT, ATTORNEY, APPLICANT

HOME TELEPHONE

910 273-5016
WORK TELEPHONE

Tim@Longleafproperties.com
E-MAIL ADDRESS

FAX NUMBER

SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

Revised: 03-27-14

NAME	ADDRESS	CITY
BAKER, MARYANNE ALMENIA	7194 S NC 87 HWY	FAYETTEVILLE, NC 28306
DIXON, KYLE A.; MARI-NEWTON	7149 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
GILES, CARLA CAIN	7145 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
MELTON, JENNIFER C	6290 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
PATE, DEAN R.	5836 BUTLER NURSERY ROAD	FAYETTEVILLE, NC 28306
PATE, DONALD B; JO ANN	7243 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
SINCLAIR, BRENDA;WELLS, SCOT	7184 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
SMITH, CHRIS Z; TERRY C	4328 MARSHWOOD LAKE RD	FAYETTEVILLE, NC 28306
SMITH, ROGER DALE;CYNTHIA BI	7166 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306

P20-43 1st

NAME	ADDRESS	CITY
BEASLEY, MICHAEL AUSTIN	5551 RINGTAIL RD	FAYETTEVILLE, NC 28306
BRAMBLE, STEVEN;MATTHEW, REED	5617 ONE PUTT LN	HOPE MILLS, NC 28348
CAIN, JOHN A.	7005 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
CAIN, RHONDA S	2537 SYCAMORE ST	FAYETTEVILLE, NC 28306
CAIN, VERNON RAY; DEBRA A	7396 SALLIE LN	FAYETTEVILLE, NC 28306
CAROLINA TELEPHONE;TELEGRAPH COMPANY	PO BOX 7909	OVERLAND PARK, KS 66207
EDWARDS, LEE ANN	7005 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
HILBURN, SHIRLEY ANN LIFE ESTATE	7062 S NC 87 HWY	FAYETTEVILLE, NC 28306
KEMPF, LUCY ROGERS	7028 S NC 87 HWY	FAYETTEVILLE, NC 28306
MCDOWELL, DAVID LEE;BRENDA, E	7053 S NC 87 HWY	FAYETTEVILLE, NC 28306
MULLETT, LINDA SUE;JOHN, LEE	7236 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
NEFF, JOSEPH L	7318 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
PARSONS, JON;PARSONS, CAROLINE W.	7265 S NC 87 HWY	FAYETTEVILLE, NC 28306
PHILLIPS, NATHAN C JR;, REBECCA S	7260 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
RENEAU, JAMES RAY	5552 RINGTAIL DR	FAYETTEVILLE, NC 28306
SPAIN, ROBERT TATE; DOROTHY WICKER	PO BOX 35292	FAYETTEVILLE, NC 28303
SPARR, JULIE	5500 RINGTAIL DR	FAYETTEVILLE, NC 28306
STORY, KATHLEEN BAKER	7194 S NC 87 HWY	FAYETTEVILLE, NC 28306
WALTERS, DENNIS M; SUSAN M	4100 YARBOROUGH RD	HOPE MILLS, NC 28348
WARD, JAMES ROBERT; ROBERTA LYNN WEST	6859 S NC 87 HWY	FAYETTEVILLE, NC 28306
WILSON, JAMES R	7236 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306

P20-43 3rd

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **12/10/2020**

SUBJECT: CASE P20-52

BACKGROUND

Case P20-52: Rezoning of 5.00+/- acres from RR Rural Residential to M(P) Planned Industrial or to a more restrictive zoning district, located on the north side of NC Highway 24, west of SR 1941 (Angelia M Street), submitted by Jonathan Derrill Edwards Jr. on behalf of ND4200, LLC (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from RR Rural Residential to M(P) Planned Industrial at the November 17, 2020 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P20-52, the Planning & Inspections staff recommends approval of the rezoning request from RR Rural Residential to M(P) Planned Industrial and finds the request consistent with the Eastover Land Use Plan (2018) designation of "Industrial" as it allows a wide variety of industrial operations involving manufacturing, processing, fabrication and distribution which are permitted uses in the M(P) district. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P20-52, I move to approve the rezoning request from RR Rural Residential to M(P) Planned Industrial and find the request consistent with the Eastover Land Use Plan (2018) designation of "Industrial"

as it allows a wide variety of industrial operations involving manufacturing, processing, fabrication and distribution which are permitted uses in the M(P) district. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P20-52, I move to deny the rezoning request from RR Rural Residential to M(P) Planned Industrial and find the request (consistent/not consistent) with the Eastover Land Use Plan (2018) designation of "Industrial". Denial of the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description	Type
Action Memo	Backup Material

AMY H. CANNON
County Manager

TRACY JACKSON
Assistant County Manager

CUMBERLAND COUNTY
NORTH CAROLINA

RAWLS HOWARD
Director

DAVID MOON
Deputy Director

Planning & Inspections Department

DECEMBER 10, 2020

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P20-52:** Rezoning of 5.00+/- acres from RR Rural Residential to M(P) Planned Industrial or to a more restrictive zoning district, located on the north side of NC Highway 24, west of SR 1941 (Angelia M Street), submitted by Jonathan Derrill Edwards Jr. on behalf of ND4200, LLC (owner).

ACTION: Recommended approval of the rezoning request from RR Rural Residential to M(P) Planned Industrial at the November 17, 2020 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF NOVEMBER 17, 2020

In Case P20-52, the Planning & Inspections staff recommends approval of the rezoning request from RR Rural Residential to M(P) Planned Industrial and finds the request consistent with the Eastover Land Use Plan (2018) designation of "Industrial" as it allows a wide variety of industrial operations involving manufacturing, processing, fabrication and distribution which are permitted uses in the M(P) district. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning.

In Case P20-52, Mr. Lloyd made a motion, seconded by Mrs. McLaughlin to recommend approval of the rezoning request from RR Rural Residential to M(P) Planned Industrial and finds the request consistent with the Eastover Land Use Plan (2018) designation of "Industrial" as it allows a wide variety of industrial operations involving manufacturing, processing, fabrication and distribution which are permitted uses in the M(P) district. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Cumberland County
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # P20-52
Planning Board Meeting: November 17, 2020

Jurisdiction: Cumberland County

EXPLANATION OF THE REQUEST

This is a request to rezone one parcel located on the north side of NC Highway 24 from RR Rural Residential to M(P) Planned Industrial. This request would allow the property owner to recombine the property with his existing industrial site to expand his business. This is a conventional rezoning, and no conditions are proposed at this time.

OWNER/APPLICANT

OWNER/APPLICANT: Derrill Edwards Jr. on behalf of ND4200, LLC (owner)

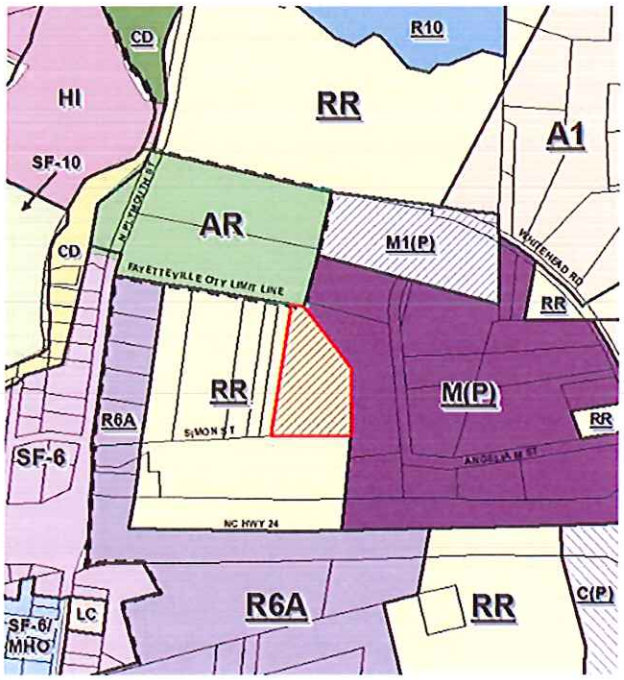
PROPERTY INFORMATION

ADDRESS/LOCATION: North side of NC Highway 24, west of SR 1941 (Angelia M Street); more specifically REID 0447833244000

SIZE: This request includes one parcel totaling approximately 5.00 acres. The property has 0'+/- of street frontage. The property is 391'+/- in depth.

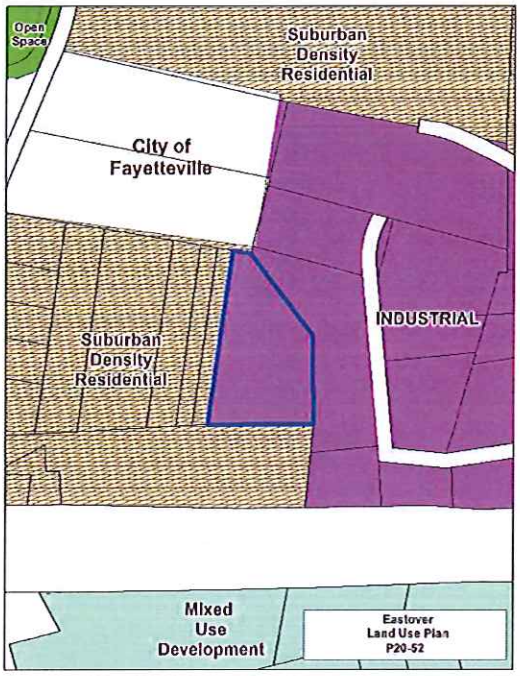
EXISTING LAND USE: The property is currently woodland.

OTHER SITE CHARACTERISTICS: The property is not located within the watershed or the Special Flood Hazard Area. There are hydric soils located on the property. The property is located within Fayetteville's MIA.



DEVELOPMENT REVIEW: A site plan review and recombination plat will be required prior to development.

SURROUNDING LAND USE: There are residential uses in the surrounding area including manufactures homes. There are also several nonresidential uses including a religious worship activity, trade contracting businesses and open storage.



ZONING HISTORY: This property was initially zoned RR as part of the Area 8 initial zoning on April 26, 1979.

UTILITIES: This site is currently served by private well and septic. PWC water exists along Angelia M Street. The property is not located within a water/sewer district.

MINIMUM YARD SETBACKS: If approved, this parcel would be subject to M(P) setbacks: Front yard: 100 foot, Side yard: 50 foot, Rear yard: 50 foot.

COMPREHENSIVE PLANS: The 2030 Growth Vision Plan designates this area as "Urban Fringe". The Eastover Land Use Plan (2018) designates this parcel as "Industrial". The "Industrial" designation allows a wide variety of industrial operations involving manufacturing, processing, fabrication, and distribution. **Request is plan compliant.**

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITES

TRAFFIC: The subject property is located on the north side of NC Highway 24, west of Angelia M Street. NC 24 is identified as an existing expressway in the Metropolitan Transportation Plan. There are no construction projects planned, and the subject property will have no impacts on the Transportation Improvement Plan. The Average Daily Traffic Count (2018) on NC Highway 24 is 12,500.

SCHOOLS CAP/ENROLL: Armstrong Elementary: 450/404; Mac Williams Middle: 1270/1189; Cape Fear High: 1425/1427

ECONOMIC DEVELOPMENT: Comment requested via e-mail. None received

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated the following: 1. Ensure all fire department access requirements are met; 2. Submit building plans to include to scale site plan for review of new buildings; 3. Ensure emergency responder radio coverage is achieved.

FAYETTEVILLE REGIONAL AIRPORT: This property is located within the Airport Overlay District. No comments were received from the airport.

STAFF RECOMMENDATION

In Case P20-52, the Planning & Inspections staff **recommends approval** of the rezoning request from RR Rural Residential to M(P) Planned Industrial and finds the request consistent with the Eastover Land Use Plan (2018) designation of "Industrial" as it allows a wide variety of industrial operations involving manufacturing, processing, fabrication and distribution which are permitted uses in the M(P) district. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning.

Attachments:
Zoning Application
Notification Mailing List

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from RR to MP
2. Address of Property to be Rezoned: N/A
3. Location of Property: West of Angelia M St.
4. Parcel Identification Number (PIN #) of subject property: 0447-83-3244-
   (also known as Tax ID Number or Property Tax ID)
5. Acreage: 5.00 Frontage: 0 Depth: 427'
6. Water Provider: Well: ✓ PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank ✓ PWC _____
8. Deed Book 10703, Page(s) 22-26 Tract Two, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Vacant
10. Proposed use(s) of the property: MP - mobile crane business.
11. Do you own any property adjacent to or across the street from this property?
    Yes ✓ No _____ If yes, where? 0447-83-6245- 2158 Angelia M Street
12. Has a violation been issued on this property? Yes _____ No ✓

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

ND4200, LLC
NAME OF OWNER(S) (PRINT OR TYPE)

4119 Sheep Pasture Road, Spring Hope, NC 27882
ADDRESS OF OWNER(S)

1-252-478-4661
HOME TELEPHONE #

1-252-236-7005
WORK TELEPHONE #

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

DEDWARDS@EDWARDSINC.COM
E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

Jonathan Dwight Edwards
SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

NAME	ADDRESS	CITY
FORD, J PAUL	176 STAG DR	HAMPSTEAD, NC 28443
HOUSEHOLD OF FAITH WORLD OUTREACH CENTE	468 N PLYMOUTH ST	FAYETTEVILLE, NC 28312
JOHNSON, ROBERT A	424 N PLYMOUTH ST	FAYETTEVILLE, NC 28312
ND4200, LLC	4119 SHEEP PASTURE RD	SPRING HOPE, NC 27882

P20-52 1of

NAME	ADDRESS	CITY
2212 ANGELIA M ST, LLC	6508 COLLEYVILLE BLVD STE 3(	COLLEYVILLE, TX 76034
ADKINS, RODNEY LEE; ELIZABETH J	6552 WINDY CREEK WAY	FAYETTEVILLE, NC 28306
ATKINS, WILLIE N	22107 66TH AVE 8D	MOUNTLAKE TERRACE, WA 98043
BELL, ANNIE LOUISE	423 N PLYMOUTH ST	FAYETTEVILLE, NC 28312
BELL, CELIA ALFREDA	425 A N PLYMOUTH ST	FAYETTEVILLE, NC 28312
BENSILHE, JOYCE	3210 DISCOVERY WAY 508	JACKSONVILLE, FL 32224
BENTON, GEORGE H	138 CAROL ST	STEDMAN, NC 28391
BRANTLEY, JOHN R III	PO BOX 7133	OCEAN ISLE, NC 28469
BROADWELL, DOHN B JR	PO BOX 53587	FAYETTEVILLE, NC 28305
BROADWELL, DOHN B JR; SHERRI B	903 HAY ST	FAYETTEVILLE, NC 28305
BUIE, LUTHER F;BUIE, RUTH B	910 CHESTNUT ST	FAYETTEVILLE, NC 28301
C & E HOMEVESTORS, LLC	3402 GILLESPIE ST	FAYETTEVILLE, NC 28306
C T G M ENTERPRISES INC	PO BOX 51	AUTRYVILLE, NC 28318
CAPE FEAR MISSION BAPTIST CHUR	100 INDIAN DR	FAYETTEVILLE, NC 28312
COVENANT LOVE FAMILY CHURCH INC	420 DUNN RD	FAYETTEVILLE, NC 28312
DAVIS, MARY CATHERINE	2302 EDGAR ST	FAYETTEVILLE, NC 28301
FISHER, MARY	429 N PLYMOUTH ST	FAYETTEVILLE, NC 28312
GOINS, ANNE;MICHELLE TYNDALL	2077 SIMON ST	FAYETTEVILLE, NC 28312
JONES, TED C, SHELBY J;CONLEY, RETHA J	3358 SANDEROSA RD	FAYETTEVILLE, NC 28312
LAWRENCE, JOSEPH A	630 WHITEHEAD RD	FAYETTEVILLE, NC 28312
MAYNOR, ESTHER G;CHILDREN	2625 STONEHAVEN RD	FAYETTEVILLE, NC 28306
MCDONALD, MARIAN ANDREWS	1713 MIDDLETON RD	GOLDSBORO, NC 27530
MORRISON, LONNIE L	2885 ROSS RD	LILLINGTON, NC 27546
POWELL, SANDRA GEORGE	565 WHITEHEAD RD	FAYETTEVILLE, NC 28312
SINGWELL LLC	2103 ANGELIA M ST	FAYETTEVILLE, NC 28312
SPAULDING, LEMUEL A JR	421 N PLYMOUTH ST	FAYETTEVILLE, NC 28312
TAYLOR, ROBERT L;SONJA M	509 WHITEHEAD RD	FAYETTEVILLE, NC 28312
THOMAS, CARL GARY	308 N PLYMOUTH ST	FAYETTEVILLE, NC 28312
WALKER, DOSHIA M	329 N PLYMOUTH ST	FAYETTEVILLE, NC 28312
WHITTED, THELMA L	415 N PLYMOUTH ST	FAYETTEVILLE, NC 28312
WILSON, PARTHINA BELL	427 N PLYMOUTH ST	FAYETTEVILLE, NC 28312
YZAGUIRRE, ARPRENA;ROY, SMITH HEIRS	2713 WATERS EDGE DR	SANFORD, NC 27330

P20-52 3rd

CUMBERLAND COUNTY
NORTH CAROLINA

FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **VICKI EVANS, FINANCE DIRECTOR**

DATE: **12/16/2020**

SUBJECT: **HOLD A PUBLIC HEARING AND ADOPT THE RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF AN INSTALLMENT FINANCING CONTRACT AUTHORIZED BY NCGS §160A-20, MAKING CERTAIN FINDINGS REQUIRED BY NCGS §159-151**

BACKGROUND

An update regarding the proposed financing of Limited Obligation Bonds in an amount not expected to exceed $25,000,000 for the County's Emergency Operations Center (EOC) project and the Fayetteville Technical Community College (FTCC) Fire Training Center project was last provided during the November 16, 2020 Board of Commissioner's meeting when a call for public hearing was approved. As a reminder, the last cost estimate on the EOC project totaled $17,521,703 with $15,000,000 to be financed and the remaining funding to be provided through grants or fund balance allocation. The most recent cost estimate on the FTCC's Fire Training Center project was $20,349,180. That total will be funded by a maximum County financed contribution of $10,000,000 in addition to other FTCC Connect NC Bond funds, state equipment funds, and FTCC institutional funds.

In order to proceed with the $25,000,000 financing, a resolution authorizing the filing of an application as well as making certain findings and holding a public hearing is required.

RECOMMENDATION / PROPOSED ACTION

Hold the public hearing and approve the resolution authorizing the filing of an application for approval of an installment financing contract authorized by North Carolina General Statutes §160A-20, making certain findings required by North Carolina General Statutes §159-151.

ATTACHMENTS:

Description	Type

BOARD OF COMMISSIONERS
OF THE
COUNTY OF CUMBERLAND, NORTH CAROLINA

Excerpt of Minutes
of Meeting of
December 21, 2021

Present: Chairman Evans, Vice-Chairman Adams, and Commissioners: _____

_____

Absent: _____

* * * * * * * * * *

Commissioner _____ introduced the following resolution, the title of which was read:

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF AN INSTALLMENT FINANCING CONTRACT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTES §160A-20, MAKING CERTAIN FINDINGS REQUIRED BY NORTH CAROLINA GENERAL STATUTES §159-151

WHEREAS, the County of Cumberland, North Carolina (the "County") proposes to finance the acquisition, construction and equipping of a building for use as an emergency operations center and other County functions (the "Emergency Operations Center") and a fire training facility to be operated by Fayetteville Technical Community College (the "FTCC Fire Training Center," and, together with the Emergency Operations Center, the "Project");

WHEREAS, it is anticipated that the cost of financing the Project will be not more than $25,000,000, which may include issuance expenses in connection therewith; and

WHEREAS, the County expects to finance the Project through an installment financing and limited obligation bonds, which will be secured by a deed of trust on the Emergency Operations Center; and

WHEREAS, financing the Project pursuant to N.C.G.S. §160A-20 must be approved by the North Carolina Local Government Commission (the "LGC") and will only be approved if the findings of N.C.G.S. §159-151(b) have been made; and

WHEREAS, Board of Commissioners has this day held a public hearing with respect to the financing of the Project pursuant to N.C.G.S. §160A-20, as evidenced by the Certificate and Summary of Public Hearing attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County (the "Board"), as follows:

1. After consideration, the Board has determined that the most advantageous manner of financing the Project is by an installment financing contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended. In support thereof, the Board hereby makes the following findings of fact:

(a) The proposed financing is necessary or expedient because of the need to construct the Projects for the health and safety of the County and to support the educational mission of the FTCC.

(b) The proposed financing is preferable to a general obligation bond financing for the same purposes because the cost to issue general obligation bonds would be greater and both components of the Project are ready to begin construction.

(c) The cost of the proposed undertaking exceeds the amount of funds that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted general obligation bonds that could be issued by the County pursuant to Article V, Section 4, of the North Carolina Constitution. The Projects are non-revenue producing, so revenue bonds are not an option.

(d) The cost of financing under the proposed financing will not be materially greater than the cost of issuing general obligation bonds.

(e) The sums proposed to be provided under the financing are adequate and not excessive for the stated purpose of financing the Project.

(f) The County's debt management procedures and policies are good and have been carried out in strict compliance with law and will henceforth be so carried out.

(g) There will be no increase in taxes necessary to meet the sums to fall due under the proposed financing.

(h) The County is not in default in any of its debt service obligations.

2. Pursuant to N.C.G.S. § 160A-20, the County, through its staff, is hereby authorized to finance the Project by entering into an installment financing contract that will be secured by a deed of trust on that portion of the Project consisting of the site of the Emergency Operations Center, together with any improvements or fixtures located or to be located thereon, subject to permitted encumbrances, or other security instruments that create a security interest in some or all of the property being financed to secure repayment of such financing.

3. The attorney for the County will render an opinion that the financing of the Project is authorized by law and constitutes a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

4. Each of the County Manager, the County Finance Director and other appropriate officers of the County is hereby authorized and directed to file an application with the LGC for its approval of the financing described above in an amount not to exceed $25,000,000, and the actions of any of the County Manager, the County Finance Director, and other officers of the County in connection therewith are hereby approved and confirmed.

5. All other acts of the Board and the officers of the County which are in conformity with the purposes and intent of this resolution and in furtherance of the financing of the Project are hereby ratified, approved and confirmed.

6. This resolution shall take effect immediately.

Commissioner _____ moved the passage of the foregoing resolution and Commissioner _____ seconded the motion and the resolution was passed by the following vote:

Ayes: Commissioners _____

Nays: Commissioners _____

Not voting: Commissioners _____

* * * * * * *

I, Candice H. White, Clerk to the Board of Commissioners for the County of Cumberland, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County at a regular meeting duly called and held on December 21, 2021, and that the proceedings of such meeting are recorded in the Minutes of the Board. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board of Commissioners of the County is on file in my office.

WITNESS my hand and the official seal of the County this ____ day of December, 2020.

_____
Candice H. White, Clerk
Board of Commissioners
County of Cumberland, North Carolina

(SEAL)

Exhibit A

The undersigned Clerk to the Board of Commissioners for the County of Cumberland, North Carolina hereby certifies:

1. Attached hereto as Exhibit A is an affidavit of publication with respect to a notice of a public hearing (the "Hearing") that was held on December 21, 2020, with respect to an installment financing contract in the principal amount currently expected not to exceed $25,000,000, the proceeds of which will be used to finance construction of a new emergency operations center for the County and a fire training center to be operated by Fayetteville Technical Community College, to be secured by a deed of trust on the emergency operations center.

2. The presiding officer of the Hearing was Chairman Evans.

3. The following is a list of the names and addresses of all persons who spoke at the Hearing:

4. The following is a summary of the oral comments made at the Hearing:

WITNESS my hand and the official seal of the County this ____ day of December, 2020.

_____
Candice H. White
Clerk to the Board of Commissioners
Cumberland County, North Carolina

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS**

DATE: **12/21/2020**

SUBJECT: **PUBLIC HEARING AND CONSIDERATION OF RENAMING FOURMARREN ROAD TO COPPERHEAD ROAD – CASE NO. SN-0472**

BACKGROUND

Staff received a request from property owner Robbie Misplay to change the name of his "Class C" private road. This road was created by plat by Dale Marren (Case 2005-193) and recorded on 1/18/2006. Including Mr. Misplay's property, there are three property owners effected by this request. Mr. Misplay's property is the only property currently having an existing residence. The other two parcels are vacant. Mr. Misplay requested the name "Copperhead Rd." because the owners routinely have observed copperhead snakes in the area.

The requestor of the petition would have to do a revision of the previous plat to reflect the street name change. All three property owners that abut the road have been notified of the request with all three property owners in agreement on the name change.

CURRENT NAMES	PROPOSED
FOURMARREN RD	COPPERHEAD RD

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the street name change.

ATTACHMENTS:

Description	Type
Case SN-0472 Backup Material	Backup Material

From:
Sent: Wednesday, August 12, 2020 3:42 PM
To:
Subject: RE: private road name change

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for your quick response.

S. Diane Shelton
Street Naming Coordinator/Administrative Coordinator I
Cumberland County Planning & Inspections Dept.
130 Gillespie St
Fayetteville, NC 28301
910-678-7665 (ofc)
dshelton@co.cumberland.nc.us

Cumberland County, NC
Planning & Inspections

From:
Sent: Wednesday, August 12, 2020 2:30 PM
To:
Subject: private road name change

Dear Diane,

My wife (Jaime Misplay) and I (Robbie Misplay) would like to change the name of the private road that we own. Its current name is Fourmarren Road, the name of the contractor that originally built the home. We would like to change the name to Copperhead Road. The reason for the change is that we routinely have copperhead crossing our road. We are 100% owners of the road.

Thank you
Robbie Misplay

Robbie Misplay
Financial Advisor
Edward Jones
514 Erwin Rd
Dunn, NC 28334
(910) 892-1562
www.edwardjones.com

If you are not the intended recipient of this message (including attachments) or if you have received this message in error, immediately notify us and delete it and any attachments.

AMY H. CANNON
County Manager

TRACY JACKSON
Assistant County Manager

CUMBERLAND COUNTY
NORTH CAROLINA

RAWLS HOWARD
Director

DAVID MOON
Deputy Director

Planning & Inspections Department

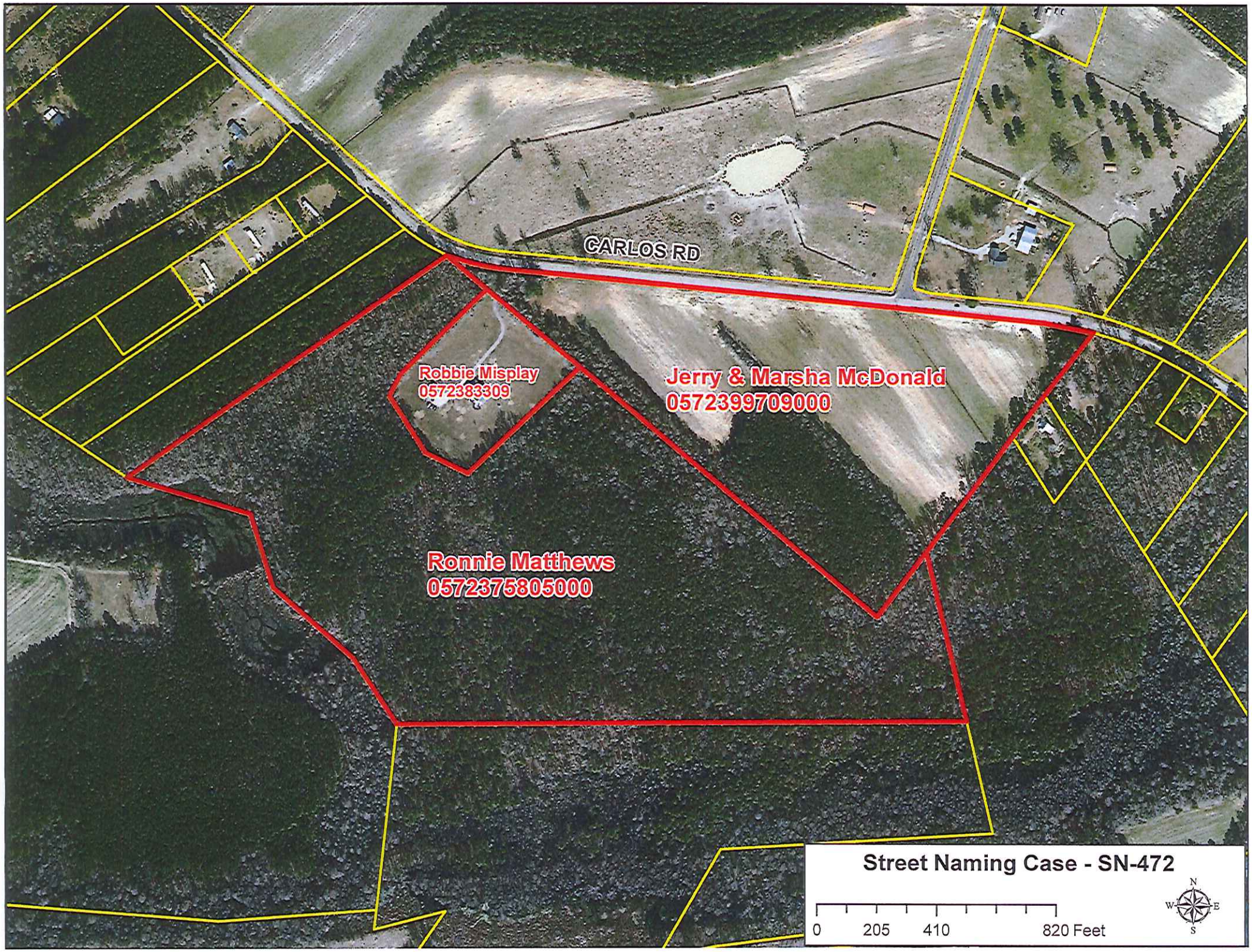
9/25/2020

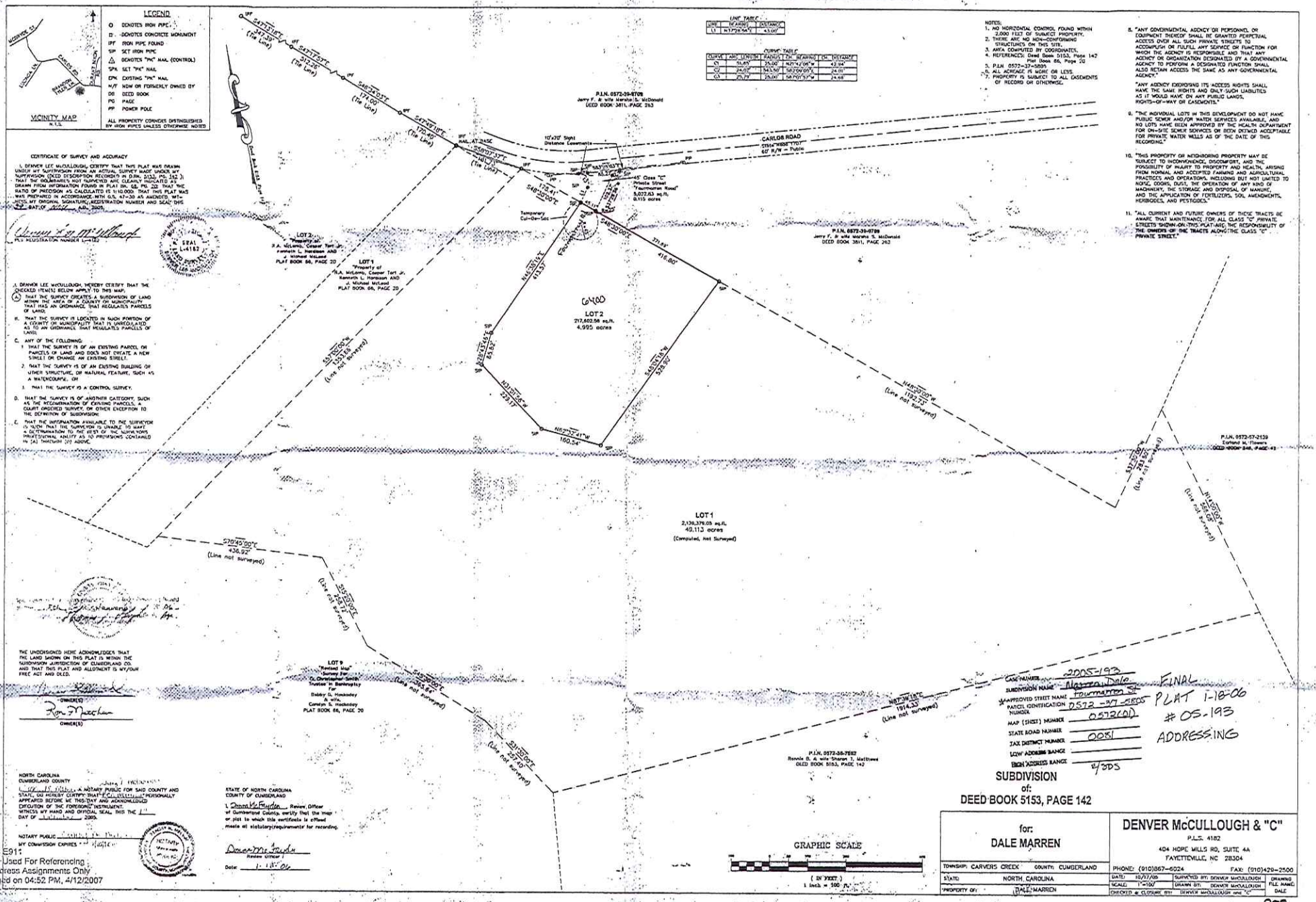
PROPERTY OWNERS FOR FOURMARREN RD TO COPPERHEAD RD

0572399709000
MCDONALD, JERRY & MARSHA S
857 ELLIOT FARM RD
FAYETTEVILLE, NC 28311

0572375805000
MATTHEWS, RONNIE & SHARON T
PO BOX 87588
FAYETTEVILLE, NC 28304

0572383309000
MISPLAY, ROBBIE W & JAMIE L
6400 FOURMARREN RD
LINDEN, NC 28356


CARLOS RD
Robbie Misplay
0572383309
Jerry & Marsha McDonald
0572399709000
Ronnie Matthews
0572375805000
Street Naming Case - SN-472
0
205
410
820 Feet
N
W
E
S



CCJPB E911
To Be Used For Referencing
911 Address Assignments Only
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CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/21/2020**

SUBJECT: **CONSIDERATION OF DESIGNATION OF VOTING DELEGATE AND ALTERNATE VOTING DELEGATE FOR THE NCACC'S 2021 LEGISLATIVE GOALS VIRTUAL CONFERENCE**

BACKGROUND

The NCACC's 2021 Legislative Goals Conference will be held via virtual format Thursday and Friday, January 14-15, 2021. The Board of Commissioners is hereby requested to designate a commissioner or other official as a voting delegate and as an alternate voting delegate for the conference. The voting delegate designation form is to be returned to the NCACC no later than Monday, January 11, 2021.

RECOMMENDATION / PROPOSED ACTION

Appoint a voting delegate and alternate voting delegate for the NCACC's 2021 Legislative Goals Conference to be held via virtual format.

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

DATE: **12/16/2020**

SUBJECT: CIVIC CENTER COMMISSION (1 VACANCY)

BACKGROUND

The Civic Center Commission has the following one (1) upcoming vacancy:

Alexandra "Lexi" Hasapis – completed first term. Eligible for reappointment.
The Civic Center Commission recommends the reappointment of Ms. Hasapis. (See attached)

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

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Civic Center Commission Nomination Backup Information	Backup Material

Civic Center Commission

The Cumberland County Civic Center Commission serves in an advisory capacity to study, plan and program for the highest and best use of the facilities committed to it for public use, edification and enjoyment.

Statutory Authorization: Section 2 of Chapter 360 of the 1965 Session Laws

Member Specifications:

15 Members

Term: 3 Years

Compensation: None

Duties:

- Carry out any duty or assignment expressly delegated by resolution of the board of County Commissioners;
- To make such reasonable rules and regulations for its own proper organization and management of the Civic Center facilities, provided such rules and regulations do not conflict with and are not inconsistent with the laws of the State of North Carolina or ordinances of Cumberland County.

Meetings: Fourth Tuesday of each month at 5:30 PM. The Board is also divided into three subcommittees that meet on a monthly basis: Finance Committee, Capital Improvements Committee, and Marketing and Sales Committee.

Meeting Location: Cumberland County Civic Center Crown Coliseum Board Room 1960 Coliseum Drive Fayetteville, NC

Kellie Beam

From: Myra Brooks
Sent: Wednesday, November 25, 2020 10:43 AM
To: Kellie Beam
Subject: CCC Reappointment

Kellie:

At the CCC regular board meeting last night (Tuesday, November 24, 2020), the board voted unanimously to reappointment Alexandra "Lexi" Hasapis for another term. Could you please add to the next available agenda? Please let me know if you need any further information from me.

****

Myra M. Brooks
N.C. CERTIFIED PARALEGAL
P.O. BOX 1829
FAYETTEVILLE, NC 28302-1829
PHONE: (910) 678-7762/7757 / FAX: (910) 678-7758
Cumberland County, NC
County Attorney's Office

CIVIC CENTER COMMISSION
3 Year Term

Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Mark J. Yarboro (B/M) 1780 Geiberger Drive Fayetteville, NC 28303 703-624-7730 Yarboro.mark@yahoo.com	1/19	1st	Jan/22 1/1/22	Yes
Charles McBryde Grannis (W/M) 120 S. Churchill Drive Fayetteville, NC 28303 910-850-8865 Mcbrydeg@yahoo.com	1/19	1st	Jan/22 1/1/22	Yes
Dr. Vicki Andrews (B/F) 2913 Beringer Drive Fayetteville, NC 28306 910-964-5828 Carasel1908@gmail.com	1/19	1st	Jan/22 1/1/22	Yes
Joe Gillis (W/M) 8623 Galatia Church Road Fayetteville, NC 28304 910-309-2001 MR.JHGILLIS@GMAIL.COM	1/20	2nd	Jan/23 1/1/23	No
Sheba McNeil (B/F) 542 Williwood Road Fayetteville, NC 28311 229-1111/568-5005	1/20	2nd	Jan/23 1/1/23	No
Greg Edge (W/M) 2905 Delaware Drive Fayetteville, NC 28304	1/19	1st	Jan/22 1/1/22	Yes
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	1/20	2nd	Jan/23 1/1/23	No

Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.

Date Name/Address	Appointed	Eligible For Term	Expires	Reappointment
Joseph F Quigg IV (W/M) 334 Echo Lane Fayetteville, NC 28303 323-0994/229-4926/484-6131 edstire@nc.rr.com	1/19	1st	Jan/22 1/1/22	Yes
Restaurant Owner (SL 1993-413) Alexandra (Lexi) Hasapis 3102 Cliffdale Road Fayetteville, NC 28303 910-689-8600 lexihasapis@gmail.com	01/18	1st	Jan/21 1/1/21	Yes

**** At its November 17, 2014 meeting, the Cumberland County Board of Commissioners took action to request that the local legislative delegation submit a bill to the General Assembly to reduce the number of members on the Civic Center Commission from fifteen to nine. The bill is to be considered by the GA at its 2015 regular session. At its June 10, 2015 meeting, the NC General Assembly ratified Session Law 2015-61 Senate Bill 142 an act to reduce the number of members serving on the Cumberland County Civic Center Commission from 15 members to 9 members. ****

Ex Officio Member: Amy Cannon County Manager

Meetings: 4th Tuesday of the month at 5:30 PM, Crown Center Board Room. 1960 Coliseum Drive

Contact: James J. Grafstrom, Jr., General Manager, Coliseum Complex (or Myra Brooks – 678-7757)

APPLICANTS FOR
CIVIC CENTER COMMISSION

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
BLEVINS, MARY ELIZABETH (W/F) 1442 SEABISCUIT DRIVE PARKTON NC 28371 910-853-4539 THESHOEDIVA@YAHOO.COM	EXECUTIVE DIRECTOR HOPE MILLS CREATIVE ARTS	ASSOCIATES -ART

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

BOSTIC, MELISSA (-/F) 3931 BROOKGREEN DR FAYETTEVILLE NC 28304 910-364-2345 MBOSTIC19@ICLOUD.COM	HR MANAGER PCES	MBA, DBA

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

HARPER, STEVE C. (B/M) 5707 BASHFORT CT FAYETTEVILLE NC 28304 425-9643/988-7004 STEVEHARPER276@GMAIL.COM	RETIRED OPERATIONS MANAGER	HIGH SCHOOL & SOME COLLEGE

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: CITY OF FAYETTEVILLE CITIZENS ACADEMY
CATEGORY: GENERAL PUBLIC

HOLMES, KIM (B/F) 3549 SANDEROSA RD FAYETTEVILLE NC 28312 824-1000/223-4177 KIMHOLMES2@GMAIL.COM	CUSTOMER SERVICE CALL CENTER PWC	SOME COLLEGE

Graduate-County Citizens' Academy: YES
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
JOHNSON, JAN (-/F) 220 WOODCREST ROAD FAYETTEVILLE NC 28305 486-9034/850-8818/486-9036 VIDEO@MOONLIGHT1.COM	FILMMAKER, ENTREPRENEUR MOONLIGHT COMMUNICATIONS	BACHELORS- EDUCATION

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

KEEN, J. SCOTT (W/M) 1822 BONWOOD STREET FAYETTEVILLE NC 28312 484-9588/723-0555/323-3377 JSCOTTKEEN@GMAIL.COM	BUSINESS CONSULTANT/ LOAN OFFICER CENTER FOR ECONOMIC EMPOWERMENT & DEV	MBA

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

LYNCH, MARK N. (W/M) 833 BRAGG BLVD FAYETTEVILLE NC 28301 483-1212/494-0233 MARK@QUALITYSOUNDINC.COM	ENGINEER QUALITY SOUND & VIDEO	COLLEGE LISTED

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: YES
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

MARABLE, KATHERINE (B/F) 1805 MCGOUGAN ROAD FAYETTEVILLE NC 28303 910-486-9035 NO EMAIL ADDRESS	RETIRED EDUCATOR CUMBERLAND COUNTY SCHOOLS	MASTERS DEGREE

SERVES ON THE MID-CAROLINA AGING ADVISORY COUNCIL

Graduate-County Citizens' Academy: YES
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: YES
Graduate-United Way's Multi-Cultural Leadership Program: YES
Graduate-other leadership academy: YES
CATEGORY: GENERAL PUBLIC

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MILLS, SUSAN (W/F) 4158 BENT GRASS DRIVE FAYETTEVILE NC 28312 910-308-2409 VOTE4MILLS@AOL.COM	HIGH SCHOOL TEACHER SAMPSON COUNTY PUBLIC SCHOOLS	BS-COMMUNICATIONS

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

MOORE, RASHAWN (B/M) 5605 MURPHY ROAD STEDMAN NC 28391 910-309-4548 RASHAWN@WEBUILDFAITH.COM	GRAPHIC DESIGNER SELF EMPLOYED AT FAITHBASED	SOME COLLEGE

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

MORTON, DINEEN (B/F) 5835 PETTIGREW DRIVE FAYETTEVILLE NC 28314 910-494-5761/910-495-6977 DINEEN.MORTON@LHCGROUP.COM	HOME HEALTH LHC GROUP/CAPE FEAR VALLEY	BA-SOCIOLOGY

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

SMITH, STEVEN H (WORTH) (W/M) 404 BRIGHTWOOD DRIVE FAYETTEVILLE NC 28303 580-2066/486-0434 WORTH.SMITH@ML.COM	FINANCIAL ADVISOR MERRILL LYNCH	BS-FINANCE, SCL,MBA

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

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

DATE: **12/16/2020**

SUBJECT: MID-CAROLINA AGING ADVISORY COUNCIL (1 VACANCY)

BACKGROUND

The Mid-Carolina Aging Advisory Council has the following one (1) upcoming vacancy:

Volunteers:
Willie McKoy Jr.– completed second term. Not eligible for reappointment.
The Mid-Carolina Aging Advisory Council recommends **Wilbert "Jim" Stitt.**
(See attached)

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

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Mid Carolina Aging Advisory Council Nomination Backup Information	Backup Material

Mid-Carolina Aging Advisory Council

The Mid-Carolina Aging Advisory Council assists the Area Agency on Aging in the development and administration of the area plan.

Statutory Authorization: NCGS 143B

Member Specifications:

7 Members with Specific Categories:

- Volunteers (3)
- Consumers (2)
- Elected Official (1)
- Veterans Hospital Representative (1)

Term: 3 Years

Compensation: None

Duties:

- Assist with public hearings held relative to aging issues;
- Represents the interests of older persons;
- Reviews and comments on policy, programs, and actions which affect older adults;
- Reviews and comments on the area plan and/or plan amendments as submitted by the Area Agency on Aging to the North Carolina Division of Aging for approval.

Meetings: First Tuesday of the last month of each quarter at 2:00 PM. Length of meetings varies.

Meeting Location: Various locations in the three county region (Cumberland, Harnett and Sampson counties)

Mid-Carolina Area Agency on Aging

130 Gillespie Street • Post Office Drawer 1510 • Telephone (910) 323-4191 • Fax (910) 323-9330
Fayetteville, North Carolina 28302

November 18, 2020

TO: Kellie Beam, Deputy Clerk to the Board

FROM: Tracy Honeycutt, Area Agency on Aging Director

SUBJECT: Mid-Carolina Aging Advisory Council

The Aging Advisory Council recommends Wilbert "Jim" Stitt to fill the vacant position previously held by Willie McKoy.

Thank you for your consideration.

MID-CAROLINA AGING ADVISORY COUNCIL

3 Year Term

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Volunteers				
Katherine Marable 1805 McGougan Rd Fayetteville, NC 28303 910-486-9035	9/19	1st	Sep/22 9/30/22	Yes
Willie McKoy Jr. 1632 Greenock Ave Fayetteville, NC 28304 273-2976/432-5571	10/20	2nd	Dec/20 12/31/20	No
Eleanor Hairr 4540 Matchwood Rd Fayetteville, NC 28305 910-425-8796	12/19	1st	Dec/22 12/31/22	Yes
Consumers				
Varice Love 1315 Braybrooke Place Fayetteville, NC 28314 964-3133 lovevarice@aol.com	1/19	1st	Jan/22 1/31/22	Yes
Jeanette Jordan Huffam 3911 W Bent Grass Drive Fayetteville, NC 28312 jhuffam@aol.com	1/19	1st	Jan/22 1/31/22	Yes
Elected Official				
Patricia (Pat) Edwards Town of Hope Mills Commissioner 3513 Shipstone Pl Apt 102 Hope Mills, NC 28348 910-723-9608 Hm.pat.edwards@gmail.com	1/19	1st	Jan/22 1/31/22	Yes
Veterans Hospital Rep.				
Audrey Yvette Kizzie 5605 Goose Creek Lane Fayetteville, NC 28304 424-4697/322-3081/475-6469 ayvette@embarqmail.com	1/19	1st	Jan/22 1/31/22	Yes

Contact: Mid-Carolina Council of Governments (Contact: Tracy Honeycutt; Phone 323-4191 ext. 27; thoneycutt@mccog.org)

Meetings: 1st Thursday Quarterly, 2:00 PM, Various Locations -Meetings are held the last month of each quarter. (March, June, September and December)

APPLICANTS FOR
MID-CAROLINA AGING ADVISORY COUNCIL

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
BROOKS, JEFFREY D (W/M) 4700 MATCHWOOD CT FAYETTEVILLE NC 28306 822-2875/580-3088 JPDPHD08@GMAIL.COM	RETIRED FSU PROFESSOR	PHD MSW

Graduate-County Citizens' Academy: YES
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: YES
Graduate-United Way's Multi-Cultural Leadership Program: YES
Graduate-other leadership academy: NO
CATEGORY: VOLUNTEER

STITT, WILBERT J. (B/M) 217 WAXHAW DRIVE FAYETTEVILLE NC 28314 860-3712/850-4480 WAX217@AOL.COM	RETIRED	BGS; MA

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: VOLUNTEER

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

DATE: **12/16/2020**

SUBJECT: **CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE (8 VACANCIES)**

BACKGROUND

The Cumberland County Home and Community Care Block Grant Committee has the following eight (8) vacancies.

Aging Service Provider:
Helen Godwin – completing first term. Eligible for reappointment.

Elected Official:
Frances Collier - completed first term. Eligible for reappointment.

Older Consumer:
Joanne Yokely – completed first term. Eligible for reappointment.

Rebecca Campbell – completed first term. Eligible for reappointment.

Edna Cogdell – completed first term. Eligible for reappointment.

Diane Townsend – Resigned. The Cumberland County Home and Community Care Block Grant Committee recommends **Willie McKoy.** (See attached)

Cassandra McMillion – completed second term. Not eligible for reappointment.
The Cumberland County Home and Community Care Block Grant Committee recommends **Judy Dawkins.** (See attached)

Aging Service Provider:
Antoinette Hernandez – completed second term. Not eligible for reappointment.
The Cumberland County Home and Community Care Block Grant Committee recommends **Terri Thomas.**
(See attached)

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

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the eight (8) vacancies above.

ATTACHMENTS:

Description	Type
CC Home and Community Care Block Grant Committee Nomination Backup Information	Backup Material

Cumberland County Home and Community Care Block Grant Committee

The Cumberland County Home and Community Care Block Grant Committee works with the County on matters related to service priorities and planning for older adults.

Statutory Authorization: NCGS 143B

Member Specifications:

21 Members with Specific Categories:

- Older consumers (8)
- Aging Service Providers (9)
- Civic Representative (1)
- Elected Official (1)
- County Representative (2)

Term: 4 Years

Compensation: None

Duties:

- Functions as a resource to the Mid-Carolina Area Agency on Aging by obtaining input from service providers, older consumers and their families in the development of an annual Aging Funding Plan;
- Serves in an advisory capacity for the Care Management service provided by Mid-Carolina Area Agency on Aging.

Meetings: 3rd Thursday January, April, August and November at 2:00 PM. Length of the meetings varies.

Meeting Location: Various service provider locations within Cumberland County

Mid-Carolina Area Agency on Aging

130 Gillespie Street • Post Office Drawer 1510 • Telephone (910) 323-4191 • Fax (910) 323-9330
Fayetteville, North Carolina 28302

November 18, 2020

TO: Kellie Beam, Deputy Clerk to the Board

FROM: Tracy Honeycutt, Area Agency on Aging Director

SUBJECT: Mid-Carolina Home and Community Care Block Grant Committee (HCCBG)

The Home and Community Care Block Grant Committee recommends the following positions:

Judy Dawkins for the Older Consumer position vacated by Cassandra McMillion
Willie McKoy for the Older Consumer position vacated by Diane Townsend
Terri Thomas for Aging Service Provider vacated by Antoinette Hernandez

Thank you for your consideration.

CUMBERLAND COUNTY
HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE
(PLANNING COMMITTEE FOR AGING SERVICES)
4 Year Term

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Older Consumer				
Joanne Yokely 302 Abington Street Fayetteville, NC 28314 910-213-4215	6/19 (serving unexpired term; eligible for two additional terms)	1st	Sept/20 9/30/20	Yes
Stephen MacDonald 1783 Cawdor Drive Fayetteville, NC 28304 426-8117 SMACDONALD3@NC.RR.COM	12/17	1st	Dec/21 12/31/21	Yes
Paul Taylor 3283 Florida Drive Fayetteville, NC 28301 910-751-0435	2/18	1st	Feb/22 2/28/22	Yes
Rebecca Campbell 7027 Darnell Street Fayetteville, NC 28314 487-7555	9/16	1st	Sept/20 9/30/20	Yes
Diane D. Townsend 5625 Pepperbush Drive Fayetteville NC 28304 426-4948	9/16	1st	Sept/20 9/30/20	Yes
Edna Cogdell 734 Ashburton Drive Fayetteville, NC 28301 488-4582/624-4558	9/16	1st	Sept/20 9/30/20	Yes
Cassandra McMillion 1905 Eichelberger Drive Fayetteville, NC 28303 488-8336 / 391-1508	12/17	2nd	Nov/20 11/30/20	No
Rebecca "Becky" Rebec 4010-204 Bardstown Ct Fayetteville, NC 28304 248-535-1804 Babchab6@gmail.com	2/18	1st	Feb/22 2/28/22	Yes

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Aging Service Provider				
Kevin Walker 3420 Dorado Cir #304 Fayetteville, NC 28304 734-218-1392/676-8676 kevinwalker@rdltherapeutic.com	6/19	1st	Feb/22 2/28/22	Yes
(serving unexpired term; eligible for one additional term)				
Kendra Haywood 603 Sugaridge Lane Fayetteville, NC 28311 354-6743	12/17	1st	Dec/21 12/31/21	Yes
Robert Williams 2517 N. Edgewater Drive Fayetteville, NC 28304 910-484-2596	2/18	1st	Feb/22 2/28/22	Yes
Antoinette Hernandez 7661 Beverly Drive Fayetteville, NC 28314 263-1833	12/17	2nd	Nov/20 11/30/20	No
Felicia Johnson 2606 Raeford Rd Fayetteville, NC 28303 910-771-4499	2/18	1st	Feb/22 2/28/22	Yes
Devin Trego 1006 McKimmon Road Fayetteville, NC 28303 910-493-3449/610-223-2165 devint@legalaidnc.org	2/19	1st	April/22 4/30/22	Yes
(serving unexpired term; eligible for one additional term)				
Lisa Hughes 5524 Shady Pine Ct Hope Mills, NC 28348 339-6579/988-8727/484-0111 LHUGHES@CCCCOOA.ORG	12/17	1st	Dec/21 12/31/21	Yes
Doris Snider Spring Lake Senior Enrichment Center 301 Ruth Street Spring Lake, NC 28390	12/16	2nd	Dec/19 12/31/19	No

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Aging Service Provider				
Helen Godwin 805 Retriever Court Fayetteville, NC 28311 630-3674/670-2451	12/17 *serving unexpired term; eligible one additional term*	1st full term	Dec/20 12/31/20	Yes
Civic Representative				
Robin Kivett Cape Fear Valley 4042 Pleasant View Drive Fayetteville, NC 28312 483-6964/615-5649	12/17	2nd	Nov/20 11/30/20	No
Elected Official				
Frances Collier PO Box 47 Linden, NC 28356	9/16	1st	Sept/20 9/30/20	Yes
County Representative				
Amy Cannon County Manager PO Box 1829 Fayetteville, NC 28302-1829	02/11	NA	NA	NA

Meets as needed at various service providers within Cumberland County

Contact: Tracy Honeycutt - 323-4191 x27 - Fax 323-9330 – thoneycutt@mccog.org

APPLICANTS FOR
CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
ABRAMS, DR. MARCIA KAREN (B/F) 204 HELEN STREET FAYETTEVILLE, NC 28303 562-443-1734	ARCHBISHOP/MINISTER MY KING'S SERVICE	COLLEGE LISTED

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

DAWKINS, JUDY (-/F) 2004 MORGANTON ROAD FAYETTEVILLE, NC 28305 910-323-4974 JMWDAWKINS@GMAIL.COM	RETIRED	SOME COLLEGE

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: YES
Graduate-United Way's Multi-Cultural Leadership Program: YES
Graduate-other leadership academy: NO

CATEGORY: OLDER CONSUMER

DICKENS, CATHY (-/F) 1426 COBRA DRIVE FAYETTEVILLE NC 28303 910-286-0157 MAXINEDICKENS69@GMAIL.COM	DISTRICT SUPERVISOR SOIL AND WATER	HIGH SCHOOL

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

GRANT, JOHN MOSES (-/M) 2526 GILLESPIE STREET #125 FAYETTEVILLE, NC 28306 253-666-3716 JOHNMOSESGRANT@LIVE.COM	WRITER	BA-MARKETING

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/AGING SERVICE PROVIDER?

APPLICANTS FOR
CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE – Page 2

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MARABLE, KATHERINE (-/F)	RETIRED EDUCATOR	MASTERS
1805 MCGOUGAN RD	CC SCHOOLS	
FAYETTEVILLE NC 28303		

486-9035 ***SERVES ON THE MID-CAROLINA AGING ADVISORY COUNCIL***
NO EMAIL LISTED
Graduate-County Citizens' Academy: YES
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: YES
Graduate-United Way's Multi-Cultural Leadership Program: YES
Graduate-other leadership academy: YES
CATEGORY: GENERAL PUBLIC

MCENTIRE, RASHAD (B/M)	FOOD SAFETY	BA-BUSINESS ADMIN
142 SORGHUM WAY	US ARMY	
FAYETTEVILLE NC 28314		

706-763-0632
RASHADMCENTIRE@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
CATEGORY: GENERAL PUBLIC

STEEGER, VICTORIA (AI/F)	DIRECTOR	BSE & MED, PHD
408 MCPHERSON AVE	SMI CONSULTANCY	
FAYETTEVILLE NC 28303		

918-809-3695/919-346-0947
VICTORIASTEEGER@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
CATEGORY: OLDER CONSUMER

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

DATE: **12/16/2020**

SUBJECT: BOARD OF ADJUSTMENT (1 VACANCY)

BACKGROUND

At their November 16, 2020 meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Board of Adjustment:

NOMINEE(S)
Alternate Member:
Mike Downing (new appointment)

I have attached the current membership list for this Board.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Board of Adjustment Membership Roster	Backup Material

BOARD OF ADJUSTMENT
3 Year Term

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Alfonso Ferguson Sr. (B/M) 3329 Eastgate Street Eastover, NC 28312 401-2313/483-1888	8/18	2nd	Aug/21 8/31/21	No
Winton McHenry (W/M) 3648 Lakeshore Drive Hope Mills, NC 28348 429-1101/308-3987	6/19	2nd	June/22 6/30/22	No
Marva Lucas-Moore (B/F) 3014 Hampton Ridge Rd Fayetteville, NC 28311 551-1904/227-9605 marva@lucasmoorerealtyinc.com	6/20 (serving unexpired term; eligible for one additional term)	1st	Sept/22 9/30/22	Yes
George Turner (W/M) 1012 Cain Road Fayetteville, NC 28303 484-4069/867-2116	9/18	2nd	Sept/21 9/30/21	No
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	8/18	1st	Aug/21 8/31/21	Yes
Alternate Members:				
Robert E. Davis (B/M) 901 Kaywood Drive Fayetteville, NC 28311 910-488-1194	8/19	2nd	Aug/22 8/31/22	No
Stacy M. Long (W/M) 1909 Partridge Drive Fayetteville, NC 28304 919-896-8970/919-633-8244	8/19	2nd	Aug/22 8/31/22	No
(**VACANT** – Vacated by M. L-Moore)	6/19	1st full term	June/22 6/30/22	Yes

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Alternate Members Continued:				
Quinsentina James (-/F) 2441 Canford Lane Fayetteville, NC 28304 910-364-4558 mqmlewis@aol.com	9/18	1st	Sept/21 9/30/21	Yes
Linda Amos (B/F) 917 Bashlot Place Fayetteville, NC 28303 910-261-4003	10/19 (serving unexpired term; eligible for one additional term)	1st	May/22 5/31/22	Yes

Meets 3rd Thursday of each month at 7:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Second Floor Hearing Room #3

Contact: Betty Lynd, Planning & Inspections Department, 678-7605

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

DATE: **12/16/2020**

SUBJECT: TRANSPORTATION ADVISORY BOARD (7 VACANCIES)

BACKGROUND

On November 16, 2020, the Board of Commissioners nominated the following individuals to fill seven (7) vacancies on the Transportation Advisory Board:

NOMINEE(S)
Mental Health Representative:
Terrasine Gardner (reappointment)

At-Large Representative:
Mike Rutan (reappointment)
Dorothy Harris (reappointment)
Alinda Bailey (new appointment)
Veronica Pierce (reappointment)

MPO Representative:
Katrina Evans (reappointment)

Dialysis Center Representative:
Nkechi Kamalu (reappointment)

I have attached a current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the seven (7) vacancies above.

ATTACHMENTS:

Description	Type
Transportation Advisory Board Membership Roster	Backup Material

TRANSPORTATION ADVISORY BOARD

2 Year Term

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
City of Fayetteville Representative				
Adolphus Thomas 820 Our Street Fayetteville, NC 28314 364-8515/433-1935	3/19	2nd	Nov/20 **11/30/20**	No
Urban Transit Provider Representative				
VACANT (Vacated by J. Roper)	11/18	2nd	Nov/20 **11/30/20**	No
Mid-Carolina Council of Governments Director or Designee				
Tracy Honeycutt Mid-Carolina Council of Governments 5575 Lockridge Road Fayetteville, NC 28311 322-8275/323-4191 thoneycutt@mccog.org	2/20	2nd	Nov/21 **11/30/21**	No
County DSS Director or Designee				
Kristin Bonoyer Cumberland County DSS 423 Delbert Drive Fayetteville, NC 28306 476-5589	5/19	1st	Nov/20 **11/30/20**	Yes
DSS Work First Representative				
Dana Davis Cumberland County DSS 7702 Buttonwood Ave Fayetteville, North Carolina 28314 973-9197/677-2339 Danadavis@ccdssnc.com	2/20	2nd	Nov/21 **11/30/21**	No
Workforce Development Center Director or Designee				
VACANT (Vacated by N. Rodriguez)	3/19	1st full term	Nov/20 **11/30/20**	Yes

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Vocational Rehab Representative				
VACANT (Vacated by E. Morales)	6/18	1st	Nov/20 **11/30/20**	Yes
Sheltered Workshop Director or Designee				
Dwayne D. Beason Sr. 5801 Rivercroft Rd Fayetteville, NC 28304 424-7170/751-3782	3/19	1st full term	Nov/20 **11/30/20**	Yes
Aging Programs Representative				
Amber Gulch 6218 Bristol Drive Fayetteville, NC 28314 864-4311/322-5582/484-0111 agulch@ccccooa.org	2/20	1st	Nov/21 **11/30/21**	Yes
Mental Health Representative				
Terrasine Gardner 1187 Helmsley Drive Fayetteville, NC 28314 491-4816/536-3886	3/19	1st	Nov/20 **11/30/20**	Yes
Emergency Medical Services Representative				
Suzanne King 3840 Goforth Drive Hope Mills, NC 28348 916-8024/615-3430 SEDWA5@CAPEFEARVALLEY.COM	3/19	2nd	Nov/20 **11/30/20**	No
County Planning Department Director or Designee				
Joel Strickland 1329 Baywood Road Fayetteville, NC 28312 910-853-8975 jstrickland@co.cumberland.nc.us	3/19	1st	Nov/20 **11/30/20**	Yes
County Health Director or Designee				
Sharon Batten 2260 Dockvale Drive Fayetteville, NC 28306 424-6559/797-8773/433-3741 sharonebatten@hotmail.com	2/20	2nd	Nov/21 **11/30/21**	No

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
At-Large Representatives				
Mike Rutan 130 Gillespie Street Fayetteville, NC 28301 910-323-4191 Ext 34	5/19	1st	Nov/20 **11/30/20**	Yes
Dorothy Harris 270 Lick Creek Drive Linden, NC 28356 910-502-2130 damazyckharris@twc.com	5/19	1st	Nov/20 **11/30/20**	Yes
Veronica Pierce 703 Connaly Drive Hope Mills, NC 28348 910-678-2691 veronicapierce@ccs.k12.nc.us	5/19	1st	Nov/20 **11/30/20**	Yes
VACANT (Vacated by D. McNair)	3/19	2nd	Nov/20 **11/30/20**	No
MPO Representative				
Katrina Evans 1912-C United Drive Fayetteville, NC 28301 551-6424/678-7614 kevans@co.cumberland.nc.us	3/19	1st	Nov/20 **11/30/20**	Yes
Dialysis Center Representative				
Nkechi Kamalu 105 Shadow Oak Lane Fayetteville, NC 28303 487-2177/850-3501/482-3491 nkemeg@yahoo.com	3/19	1st	Nov/20 **11/30/20**	Yes

**Board was created by the Commissioners on 11/6/00.
Meetings: Second Tuesday in first month of each quarter (Jan., Apr., July, Oct.) at 10:00 AM – Special meeting held in June.
Location: Historic Courthouse, Courtroom 3
Contact: Ifetayo Farrakhan (Planning & Inspections) x7624, fax # 678-7601

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

DATE: **12/17/2020**

SUBJECT: CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL

BACKGROUND

On November 16, 2020, the Board of Commissioners nominated the following individuals to fill three (3) vacancies on the Cumberland County Juvenile Crime Prevention Council:

NOMINEE(S)
United Way or Non-Profit Representative:
Amy Navejas (new appointment)

Member of Business Community:
Dwight E. Palmer Jr. (new appointment)

Member of Faith Community:
Gregory L. Davis (new appointment)

I have attached the current membership list for this council.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the three (3) vacancies above.

ATTACHMENTS:

Description	Type

CUMBERLAND COUNTY
JUVENILE CRIME PREVENTION COUNCIL
(Two-year terms)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Local School Superintendent or designee				
Bruce Morrison Cumberland County Schools P.O. Box 2357 Fayetteville, North Carolina 28302 Phone: 678-2495	1/12			
Chief of Police or designee				
Lt. Mike Petti Fayetteville Police Department 467 Hay Street Phone: 433-1910	3/15			
Local Sheriff or designee				
Lt. Jeff Mitchell Cumberland County Sheriff's Office 131 Dick Street Fayetteville, North Carolina 28301 Phone: 677-5474	5/19			
District Attorney or designee				
Brandy Brutsch Assistant District Attorney District Attorney's Office 117 Dick Street, Suite 427 Fayetteville, North Carolina 28301 Phone: 678-2915	10/17			
Chief Court Counselor or designee				
Jason Hunter Department of Juvenile Justice P.O. Box 363 Fayetteville, North Carolina 28302 Phone: 321-3712	8/19			
Mental Health Representative or designee				
Tina Higgs Alliance Health – Community Relations, Court Liaison 711 Executive Place Fayetteville, North Carolina 28305 910-491-4794	04/14			

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Director of Social Services or designee				
Natasha Tomlinson Cumberland County Department of Social Services P.O. Box 2429 Fayetteville, North Carolina 28302-2429 Phone: 321-6459	11/17			
County Manager or designee				
Duane Holder Assistant County Manager Cumberland County Courthouse P.O. Box 1829 Fayetteville, North Carolina 28302-1829 Phone: 678-7725	10/17			
Chief District Judge or designee				
Judge Ed Pone P.O. Box 363 Fayetteville, North Carolina 28302 Phone: 678-2901	1/99			
Health Director or designee				
1235 Ramsey Street Fayetteville, North Carolina 28301 Phone: 433-3783	2/18			
Parks and Recreation Representative				
James Powell City of Fayetteville Parks and Recreation Dept. 433 Hay Street Fayetteville, North Carolina 28301 Phone: 433-1547	2/17			
County Commissioner				
Glenn Adams P.O. Box 1829 Fayetteville, NC 28302-1829 Phone: 678-7771	3/15			

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Substance Abuse Professional				
Stephanie Dixon Carolina Treatment Center 1664 Wellons Drive Fayetteville, NC 28304 366-2613/864-8739	2/19	1st	Feb/21 2/28/21	Yes
Member of Faith Community				
VACANT (Vacated by A. Newman)	9/18	2nd	Sept/20 9/30/20	No
Person Under Age 18				
Trenton Hightower 165 Wolfpoint Drive Fayetteville, NC 28311 910-850-2249 Trentonhightower2004@gmail.com	11/19	1st	Dec/20 12/31/20	Yes
	(serving unexpired term; eligible for two additional terms)			
VACANT (Vacated by S. Rowe)	1/19	1st	Oct/20 10/31/20	Yes
Juvenile Defense Attorney				
Michael Fiala 6213 Castlebrooke Lane Linden, NC 28356 910-988-6907 Mike.fiala@smithdickey.com	1/19 O-	1st	Jan/21 1/31/21	Yes
Member of Business Community				
Austin Campbell 5316 Sandstone Drive Fayetteville, NC 28311	10/18	2nd	Sept/20 9/30/20	No
United Way or Non-Profit				
Terri Thomas 508 Spaulding Street Fayetteville, NC 28301	9/18	2nd	Sept/20 9/30/20	No

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
At Large Representatives				
Terrasine Gardner 1187 Helmsley Drive Fayetteville, NC 28314 536-3886/491-4816 tegardner@alliancehealthplan.org	11/19	1st	Nov/21 11/30/21	Yes
Dr. Antonio Jones 505 Platinum Street Fayetteville, NC 28311 302-0057/729-4144 drjonesa@gmail.com	1/19	1st	Jan/21 1/31/21	Yes
Nicole Hawkins-Jones 418 Taipei Ct Fayetteville, NC 28303 758-4771 Nicole.hawkins@ncdps.gov	11/19	2nd	Nov/21 11/30/21	No
Dr. Mark Kendrick 2927 Rosecroft Drive Fayetteville, NC 28304 988-3126 Mkendrick2927@gmail.com	4/19	1st full term	Apr/21 4/30/21	Yes

Non-Voting Member
Lance Britt lance.britt@ncdps.gov 919-323-6845 (cell)

Meetings: Second Wednesday of each month at 1:15 PM. CC CommuniCare Conference Room –109 Bradford Ave, Lower Level Conference Room, Fayetteville, NC 28301.
Contact: Duane Holder, 910-678-7723

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 21, 2020

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM:

DATE:

SUBJECT: MEETINGS

BACKGROUND

January 4, 2021 (Monday) - 9:00 AM
January 19, 2021 (Tuesday) - 6:45 PM