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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**REGULAR AGENDA SESSION**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 564**  
**AUGUST 13, 2020**  
**1:00 PM**

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1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
  - A. Approval of June 11, 2020 Agenda Session Regular Meeting Minutes
3. PRESENTATIONS
  - A. NC Office of Recovery and Resiliency (NCCORR) Programs by Haley Pfeiffer-Haynes, Chief of External Affairs
  - B. Census 2020
  - C. Workforce Development Structure and Operation
  - D. Cumberland County Diversity, Equity, and Inclusion (DEI) Initiative
4. CONSIDERATION OF AGENDA ITEMS
  - A. County Policy on Religious and Celebratory Holidays
  - B. Request from Parks and Recreation to Purchase Hall Park Land
  - C. A Model Approach for Change in Child Welfare (AMAC-CW) Contracts for Department of Social Services
  - D. Community Waste Reduction and Recycling Grant for Concrete Pad for Shingle Recycling and Budget Ordinance Amendment BR# 210030
  - E. North Carolina (NC)Phase 1 Volkswagen (VW) Mitigation Program Grant for Replacement of Roll-off Trucks and Associated Budget Ordinance Amendment BR#210029
  - F. Award of the Construction Contract for the New Blower Skid and Flare Project at the Ann Street Landfill
  - G. Renewal of the Fisher Container Site Lease Agreement
  - H. North Carolina Soil and Water Conservation Shared Personnel Mutual Aid Agreement
  - I. U.S. Department of Agriculture Natural Resources Conservation Service Notice of Grant and Agreement Award and Associated Budget Ordinance Amendments BR#210058, BR#210059, BR#210060
  - J. Guardian Ad Litem (GAL) Office Space Request
  - K. Converting Spectrum Channel 5 from an Educational Channel to a County Government

Channel

- L. Request that Cumberland County Join in Moore County's Efforts to Convene a Meeting to Explore Options in Restoring Woodlake Dam for Flood Mitigation
- M. Formal Ratification of Termination of State of Emergency for Tropical Storm Isaias

5. OTHER ITEMS

- A. Request from the Town of Wade to Reconsider the Indemnity Provision in the Interlocal Agreement for Code Enforcement
- B. Board of Commissioners' Meeting Room Options and Considerations with COVID-19

6. MONTHLY REPORTS

- A. Southern Health Partners, Inc. Quarterly Statistical Report on Inmate Healthcare
- B. Community Development Block Grant - Disaster Recovery (CDBG-DR) Update
- C. Community Development Update
- D. Preliminary FY2020 Financial Report June Year-to-Date
- E. Project Updates
- F. Health Insurance Update

7. CLOSED SESSION:

- A. Attorney-Client Matter(s) Pursuant to NCGS 143-318.11(a)(3)

**ADJOURN**

**AGENDA SESSION MEETINGS:**

**September 10, 2020 (Thursday) 1:00 P.M.**

**October 8, 2020 (Thursday) 1:00 P.M.**





**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COMMISSIONER GLENN ADAMS**

**DATE: 8/6/2020**

**SUBJECT: NC OFFICE OF RECOVERY AND RESILIENCY (NCCORR)  
PROGRAMS BY HALEY PFEIFFER-HAYNES, CHIEF OF EXTERNAL  
AFFAIRS**

**Requested by: COMMISSIONER GLENN ADAMS**

**Presenter(s): HALEY-PFEIFFER HAYNES, CHIEF OF EXTERNAL AFFAIRS AT NC  
OFFICE OF RECOVERY AND RESILIENCY (NCCORR)**

**BACKGROUND**

Commissioner Glenn Adams has requested a presentation by Haley Pfeiffer-Haynes, Chief of External Affairs at NC Office of Recovery and Resiliency (NCCORR) on programs and funding available at NCCORR.

**RECOMMENDATION / PROPOSED ACTION**

For Information Purpose Only



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

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**DATE: 8/6/2020**

**SUBJECT: CENSUS 2020**

**Requested by: COMMISSIONER GLENN ADAMS**

**Presenter(s): SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**BACKGROUND**

An update on 2020 Census operations in Cumberland County will be provided.

**RECOMMENDATION / PROPOSED ACTION**

For Information Purposes Only



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

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER/INTERIM  
WORKFORCE DIRECTOR**

**DATE: 8/5/2020**

**SUBJECT: WORKFORCE DEVELOPMENT STRUCTURE AND OPERATION**

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

**Presenter(s): TRACY JACKSON, ASSISTANT COUNTY MANAGER/INTERIM  
WORKFORCE DIRECTOR**

**BACKGROUND**

Workforce Development is not well-known or understood because of its complex regulations, structure, and funding. There are also numerous partnerships, professionals, and purposes that at times seem to be in competition with one another. This presentation will attempt to explain the agency and its responsibilities, including, but not limited to:

1. Summary of numbers served
2. Staffing of the Cumberland County NCWorks Career Center
3. Responsibilities of Career Center Partners
4. Organizational Structure
5. Funding sources and operations
6. Relationship with local partners
7. Performance Goals and Measures

**RECOMMENDATION / PROPOSED ACTION**

This item is for information only.



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: MS. AMY H. CANNON, COUNTY MANAGER**

**DATE: 8/4/2020**

**SUBJECT: CUMBERLAND COUNTY DIVERSITY, EQUITY, AND INCLUSION (DEI) INITIATIVE**

**Requested by: BOARD OF COMMISSIONERS**

**Presenter(s): MR. DUANE T. HOLDER, DEPUTY COUNTY MANAGER**

**BACKGROUND**

Pursuant to the Board's June 15, 2020 adoption of a resolution against racial injustice which called on the organization to take additional steps to promote diversity, equity, and inclusion, staff has worked to create and develop a Diversity, Equity, and Inclusion (DEI) initiative. Staff will inform the Board of the activities that have taken place since adoption of the resolution and provide an overview of planned next steps.

**RECOMMENDATION / PROPOSED ACTION**

No action recommended; for presentation purposes only

**ATTACHMENTS:**

| Description   | Type            |
|---|-----------------|
| Board Resolution Against Racial Injustice                   | Backup Material |
| Diversity, Equity, and Inclusion Advisory Committee Charter | Backup Material |

RESOLUTION OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
AGAINST RACIAL INJUSTICE

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

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

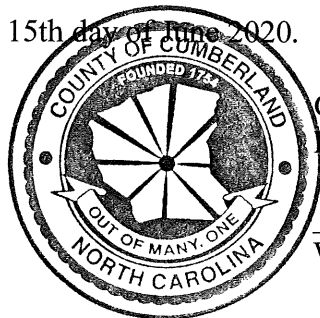
WHEREAS, Cumberland County Government is committed to our core value of treating all people with respect, dignity and understanding, and

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

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

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

Adopted this 15th day of June 2020.



Cumberland County Board of Commissioners  
By: \_\_\_\_\_

W. Marshall Faircloth, Chairman

Attest:

Candice H. White, Clerk to the Board



## **Cumberland County Diversity, Equity, and Inclusion (CCDEI) Advisory Committee**

### **Charter**

#### **Vision**

The Cumberland County Diversity, Equity, and Inclusion (CCDEI) Advisory Committee will help create and promote a culture that celebrates the diversity of our workforce and community, incorporates equity in all aspects of the work we do, and strives to be as inclusive as possible.

#### **Mission**

The mission of the CCDEI Advisory Committee is to foster an environment that attracts the best talent, values diversity of life experiences and perspectives, and advances the County's mission and goals that enrich our community.

#### **Purpose**

The CCDEI Advisory Committee will advise and guide County government to ensure integration of diversity, equity, and inclusion with the County's mission, operations, strategies, and business objectives as we serve the community with P.R.I.D.E.

#### **Definitions**

**Diversity:** The range of human differences, including but not limited to race, ethnicity, gender, gender identity, sexual orientation, age, socioeconomic status, physical ability or attributes, religious or ethical values systems, national origin, political beliefs, and cultures. Diversity means more than just acknowledging and/or tolerating difference. It is a set of conscious practices that seek to understand and appreciate the interdependence of humanity, cultures, and the natural environment.

**Equity:** Ensuring that everyone has support and access to the resources needed to be successful and identifying and eliminating barriers that have prevented the full participation of communities most impacted by systemic oppression. Equity differs from equality. Equality refers to treating everyone the same but does not necessarily lead to equitable outcomes because diverse communities have diverse needs and have faced varying obstacles and inequities.

**Inclusion:** Ensuring that people of all backgrounds, identities, abilities, perspectives, and beliefs have an equal opportunity to belong, achieve, and contribute to the organization. An inclusive institution promotes and sustains a sense of belonging; it values and practices respect where all people are recognized for their inherent worth and dignity, talents, beliefs, backgrounds, and ways of living.

### **Membership Criteria**

Members will be selected by County Management from among regular, full-time employees who express interest in participation and who have approval from their Department Head after review of application responses, current workload, and job performance. When considering membership, all efforts will be made to reflect a diverse group of employees, taking into consideration race, ethnicity, gender, age, department and job classification.

### **Executive Steering Committee**

An Executive Steering Committee shall be formed for the purpose of administrative oversight of the CCDEI Advisory Committee. The Executive Steering Committee shall be composed of members of the County Management Team.

### **Subcommittees/Ad Hoc Committees**

In the course of its operations and for the benefit of task or initiative completion, the CCDEI Advisory Committee may create standing subcommittees and/or ad hoc committees as it deems necessary and appropriate. Such subcommittees and/or ad hoc committees may include CCDEI Advisory Committee members, other employees of Cumberland County Government who are not CCDEI Advisory Committee members, internal and/or external subject matter experts, or some combination thereof.

### **Responsibilities**

The following are the responsibilities of the CCDEI Advisory Committee:

- Review Cumberland County Government programs, policies, and initiatives, including strategic action plans, reports, and policy statements, and make recommendations to County Management and the Board of County Commissioners, in support of diversity, equity, and inclusion in the workplace
- Develop, monitor, and update an organizational diversity, equity, and inclusion Strategic Plan focused on advancing said initiatives in the areas of policy, training, staff recruitment and retention, internal operations and community outreach/engagement
- Bring best practices, data and research to develop clear Strategic Plan metrics and track progress and outcomes
- Develop and support initiatives and goals aimed at promoting diversity and inclusion in Cumberland County Government
- Serve as representatives of a cross section of county employees who can express ideas, advise and make recommendations related to diversity, equity and inclusion to the Executive Steering Committee

- Support the County Manager in other appropriate ways to foster an atmosphere of acceptance, inclusion, equity, and diversity in Cumberland County Government
- Support Cumberland County Government Department Heads, Managers and Supervisors in their efforts to enhance and promote diversity in their respective departments
- Provide periodic reports of its goals and progress to the Board of County Commissioners, County Management, all employees and to the public
- Identify new and emerging issues that can impact a diversity, equity and inclusion culture

**Authority and Accountability**

The CCDEI Advisory Committee will recommend actions, under the conditions of the charter, to the Executive Steering Committee. If recommended actions are approved, the County Manager will direct appropriate individuals or departments to carry out the actions.

The CCDEI Advisory Committee will submit annual summaries of actions to the Executive Steering Committee.





**BOARD OF COMMISSIONERS' OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020  
AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COMMISSIONER JIMMY KEEFE**

**DATE: 8/13/2020**

**SUBJECT: COUNTY POLICY ON RELIGIOUS AND CELEBRATORY HOLIDAYS**

**Requested by: COMMISSIONER JIMMY KEEFE**

**Presenter(s): COMMISSIONER JIMMY KEEFE**

**BACKGROUND**

The Board of Commissioners approved a resolution against racial injustice on June 15, 2020. On July 17, 2020, I submitted the attached PowerPoint presentation regarding a County Policy on Religious and Celebratory Holidays for discussion at our August 13, 2020 Agenda Session.

Below is a summary of the proposed policy:

- County would maintain 12 paid holidays
- Eight of these would remain static and be consistently observed by all county employees
- Four previous holidays would now be “floating” holidays with County offices open
- Those four holidays are Good Friday, Day after Thanksgiving, Christmas Eve, and the day after Christmas
- Employees could request those traditional days off as their four holidays or choose from a comprehensive list which includes Juneteenth

**RECOMMENDATION / PROPOSED ACTION**

Discuss and forward the County Policy on Religious and Celebratory Holidays to the August 17, 2020 Board of Commissioners' meeting as a consent agenda item.

**ATTACHMENTS:**

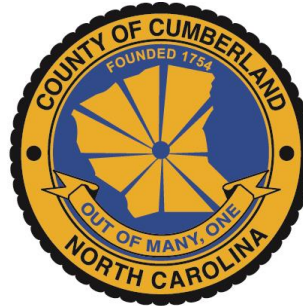
Description

Type

PowerPoint Presentation Regarding a County Policy on Religious and Celebratory

Holidays

Backup Material



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

# **County Policy on Religious and Celebratory holidays**

# Current Recognized Cumberland County Holidays

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- **Cumberland County currently follows the guidance of the state of North Carolina on Holidays of 12 days per year**
- **The state of North Carolina does not follow federal holiday schedule of ten (10) paid holidays**
- **According to the county attorney, we are not required to follow the state schedule of recognized holidays**

# Diversity of Cumberland County Staff

- Local, state and federal government agencies have been increasingly proactive in recognizing that all staff do not practice the same religious and celebratory days as others
- There has been an increased awareness of allowing staff members to take time off for individualized days so they can share quality time with others you have the same beliefs and views
- In light of the recent racial, cultural and social events that have occurred in our county, across the state and throughout the country, government bodies have an opportunity to reach out and be more respectful and aware of co-workers diverse backgrounds and beliefs



AMY H. CANNON  
County Manager

DUANE T. HOLDER  
Deputy County Manager




**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

TRACY JACKSON  
Assistant County Manager

SALLY S. SHUTT  
Assistant County Manager

**OFFICE OF THE COUNTY MANAGER**

**TO:** COUNTY EMPLOYEES

**FROM:** AMY H. CANNON, COUNTY MANAGER 

**DATE:** JULY 9, 2020

**SUBJECT:** APPLICATION FOR DIVERSITY, EQUITY AND INCLUSION COMMITTEE

The Cumberland County Board of Commissioners approved a resolution against racial injustice on June 15 that calls for the creation of a Diversity, Equity & Inclusion (DEI) Committee comprised of representatives from a cross-section of internal County departments.

The committee will be charged with meeting to develop recommendations, procedures and a strategic plan outlining goals to advance diversity, equity and inclusion within the organization. There will be four focus areas: recruitment, training, internal operations and community outreach.

Employees from all departments who are interested in serving on the DEI Committee are encouraged to complete the attached application and email it to Cheribeth Thomas at [cthomas@co.cumberland.nc.us](mailto:cthomas@co.cumberland.nc.us). An online version of the application is posted on the Intranet homepage. The deadline to apply is **Friday, July 17**.

When considering committee membership, all efforts will be made to reflect a diverse mix of employees, taking into consideration race/ethnicity, gender, age, department, and job classification. Although there are a limited number of committee seats, there will be other opportunities to serve on the focus area subgroups.

7/15/2020



# Current County & State Holidays

|   |                            |                           |
|---|----------------------------|---------------------------|
| <b>New Year's Day</b>                   | <b>January 1, 2021</b>     | <b>Friday</b>             |
| <b>Martin Luther King, Jr. Birthday</b> | January 18, 2021           | Monday                    |
| <b>Good Friday</b>                      | April 2, 2021              | Friday                    |
| <b>Memorial Day</b>                     | May 31, 2021               | Monday                    |
| <b>Independence Day</b>                 | July 5, 2021               | Monday                    |
| <b>Labor Day</b>                        | September 6, 2021          | Monday                    |
| <b>Veterans Day</b>                     | November 11, 2021          | Thursday                  |
| <b>Thanksgiving (2 days)</b>            | November 25 & 26, 2021     | Thursday & Friday         |
| <b>Christmas (3 days)</b>               | December 23, 24 & 27, 2021 | Thursday, Friday & Monday |



# Current Federal Holidays

|  |                               |
|--|-------------------------------|
| <b>New Year's Day</b>                      | <b>(January 1)</b>            |
| <b>Birthday of Martin Luther King, Jr.</b> | (Third Monday in January)     |
| <b>Washington's Birthday</b>               | (Third Monday in February)    |
| <b>Memorial Day</b>                        | (Last Monday in May)          |
| <b>Independence Day</b>                    | (July 4)                      |
| <b>Labor Day</b>                           | (First Monday in September)   |
| <b>Columbus Day</b>                        | (Second Monday in October)    |
| <b>Veterans Day</b>                        | (November 11)                 |
| <b>Thanksgiving Day</b>                    | (Fourth Thursday in November) |
| <b>Christmas Day</b>                       | (December 25)                 |



# Differences of Currently Holidays

- Cumberland County recognizes Good Friday as a paid holiday, *Federal Government does not.*
- Cumberland County recognizes Thanksgiving and the day after as paid holidays, *Federal Government does not recognize the day after Thanksgiving.*
- Cumberland County recognizes Christmas and two additional days as a paid holiday, *Federal Government does not recognize the two additional days.*
- The Federal government recognizes Presidents Day and Columbus Day as federal holidays, *but Cumberland County does not.*



# Religious Holidays

- According to many sources, less than 50% of citizens in Cumberland County consider themselves religious.
- Primarily this is a majority Christian, with a smaller percentage of Judaism and Islam.
- Cumberland County only recognizes Christian Holidays as paid holidays. Both Judaism and Islam have days identified in their culture as important religious days
- For over 50% of the population, these religious days are simply, “just another paid day off,” but do not respect their religious ideals.
- There is case precedent from Cumberland County that we may continue be subject to legal action for not allowing staff to observe religious holidays with pay.
- The Federal Government does not observe Christian Holidays, except for Christmas Day.



# A More Inclusive Program

- **Cumberland County has the opportunity to be on the forefront of inclusiveness for all staff by initiating a comprehensive program that respects staff ability to observe other religious and celebration days of their own choice.**
- **This program will show that Cumberland County government supports religious and social programs as part of our cultural commitment to staff**
- **It will differentiate us from other local, state and federal governments and may help us in retention and employee moral**
- **I truly believe that this will become the standard throughout over government bodies in the future.**
- **We get to be first**



# Cumberland PCD's

*(Personal Celebration Days)*

- Currently there are twelve paid Holidays for Cumberland County Staff.
- We would maintain twelve (12) paid County Holidays
- Eight (8) of these holidays would remain static and would be consistent throughout Cumberland County government. These days are the only days that are recognized jointly by the Federal Government, the state of North Carolina and Cumberland County,
- Four (4) days would be considered “floating” holidays and staff could choose to take these off as paid holidays.
- If an employee chooses, they could remain on the current schedule and request the traditional time off as before.
- Should a staff member choose to take off one of the new “floating” days, they would be required work on one of the days that has traditionally been a county holiday or take a personal day.
- County Services will be open to the public on all days that are now considered “floating” holidays with “virtural” or in-person Staff with approval of county management



# Current County & State Holidays

|   |                            |                           |
|---|----------------------------|---------------------------|
| <b>New Year's Day</b>                   | <b>January 1, 2021</b>     | <b>Friday</b>             |
| <b>Martin Luther King, Jr. Birthday</b> | January 18, 2021           | Monday                    |
| <b>Good Friday</b>                      | April 2, 2021              | Friday                    |
| <b>Memorial Day</b>                     | May 31, 2021               | Monday                    |
| <b>Independence Day</b>                 | July 5, 2021               | Monday                    |
| <b>Labor Day</b>                        | September 6, 2021          | Monday                    |
| <b>Veterans Day</b>                     | November 11, 2021          | Thursday                  |
| <b>Thanksgiving (2 days)</b>            | November 25 & 26, 2021     | Thursday & Friday         |
| <b>Christmas (3 days)</b>               | December 23, 24 & 27, 2021 | Thursday, Friday & Monday |



# Current Holidays that will be considered *“Floating Holidays”*

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## ➤ ***Good Friday-***

- Christian Holiday, not recognized by the Federal Government

## ➤ ***Day after Thanksgiving-***

- No religious or celebration significance. More like a vacation day.

## ➤ ***Two Days After or Before Christmas-***

- No religious or celebration significance. More like vacation days.

# Proposed PCD's

|    |        |           |                               |                       |
|----|--------|-----------|-------------------------------|-----------------------|
| 1  | 7-Jan  | Thursday  | Orthodox Christmas Day        | Orthodox              |
| 2  | 14-Jan | Thursday  | Orthodox New Year             | Orthodox              |
| 3  | 20-Jan | Wednesday | Inauguration Day              | Local observance      |
| 4  | 15-Feb | Monday    | Presidents' Day               | Federal Holiday       |
| 5  | 15-Feb | Monday    | Susan B. Anthony's Birthday   | Local observance      |
| 6  | 2-Apr  | Friday    | Good Friday                   | Observance, Christian |
| 7  | 5-Apr  | Monday    | Easter Monday                 | Observance, Christian |
| 8  | 13-Apr | Tuesday   | Ramadan Starts                | Muslim                |
| 9  | 30-Apr | Friday    | Orthodox Good Friday          | Orthodox              |
| 10 | 3-May  | Monday    | Orthodox Easter Monday        | Orthodox              |
| 11 | 19-Jun | Saturday  | Juneteenth                    | Local observance      |
| 12 | 10-Aug | Tuesday   | Muharram                      | Muslim                |
| 13 | 7-Sep  | Tuesday   | Rosh Hashana                  | Jewish holiday        |
| 14 | 16-Sep | Thursday  | Yom Kippur                    | Jewish holiday        |
| 15 | 11-Oct | Monday    | Columbus Day                  | Federal Holiday       |
| 16 | 11-Oct | Monday    | Indigenous People's Day       | Local observance      |
| 17 | 2-Nov  | Tuesday   | Election Day                  | Local observance      |
| 18 | 26-Nov | Friday    | Day After Thanksgiving        | Local observance      |
| 19 | 29-Nov | Monday    | Chanukah/Hanukkah (first day) | Jewish holiday        |
| 20 | 24-Dec | Friday    | Christmas Eve                 | Local observance      |
| 21 | 26-Dec | Sunday    | Kwanzaa (first day)           | Local observance      |
| 22 | 26-Dec | Sunday    | Day After Christmas Day       | Local observance      |



# PRO's

1. Staff has more flexibility for paid time off
2. Currently, we "force" staff to take holidays that may not be important or less important to them.
3. Maintains twelve (12) paid holidays in county government.
4. Respects the religious and social desires of employees.
5. Shows the Cumberland County government is sensitive and inclusive, regardless of race, religion, gender, etc.
6. Is a good start point for our new Diversity, Equality & Inclusion Committee
7. More days open to the public to provide Human Services to the citizens
8. Allows more time and flexibility for families to celebrate together. (If spouse works for Federal government)
9. Puts us more firm legal ground for potential legal action
10. Could be seen as a recruitment tool that Cumberland County has a culture of inclusiveness and respect for staff
11. We get to lead the way

# CON's

1. County employees will be required to work on the "floating" holidays unless they request time off.
2. More administrative accountability from leadership for staff time.



# Questions?



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

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/5/2020**

**SUBJECT: REQUEST FROM PARKS AND RECREATION TO PURCHASE HALL PARK LAND**

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

**Presenter(s): MICHAL GIBSON, DIRECTOR OF PARKS & RECREATION**

**BACKGROUND**

The City's Real Estate Agent is ready to make an offer on 10 acres of land adjacent to Hall Park (see attachment) but needs permission to do so. The offer would be \$92,000 for 10 acres to include the portion in front of the Ruritan Club contingent upon a clean environmental and Board of Commissioner approval with a potential closing of August 30<sup>th</sup>. This will also allow Parks & Recreation to initiate a Phase 1 environmental and complete a land survey. Parks & Recreation will coordinate the land survey, and the Phase 1 is anticipated to cost \$2,500.00 bringing the total anticipated cost to \$94,500.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends moving this request forward as a Consent Agenda item to the August 17, 2020 Board of Commissioners' Meeting with approval of the following:

- 1) Authorize the Parks and Recreation Department to make an offer up to \$92,000 for ten (10) acres of land to include the portion in front of the Ruritan Club contingent upon a clean environmental review.
- 2) Approve the land purchase, environmental review, and land survey in the amount of \$94,500.00

**ATTACHMENTS:**

| Description                  | Type            |
|------------------------------|-----------------|
| Proposed Parcel for Purchase | Backup Material |
| Aerial View - Not to Scale   | Backup Material |

HALL PARK RD

HALL PARK RD

0440-77-3208  
MCDONALD, NEIL BRADFORD;MCDONALD, INA H HEIRS

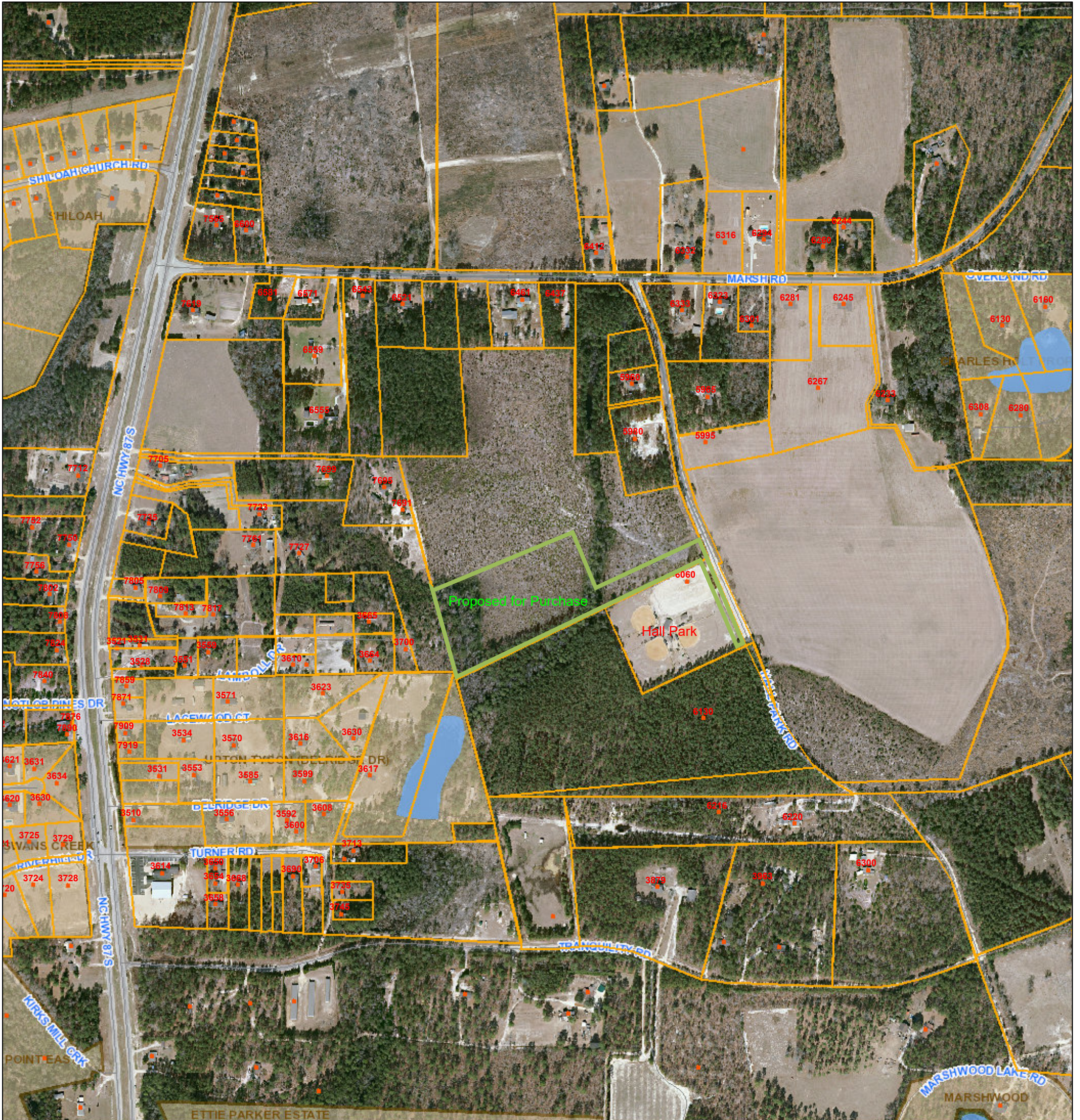
LAMBOLL DR

10 Acres

0440-86-0668  
GRAYS CREEK RURITAN CLUB



# ArcGIS Web Map



8/5/2020 10:48:40 AM

1:7,646

- Parcels

Address

Buildings

Street\_Centerlines

Municipal Boundaries

Wade

**HydroPolygons**

HydroPolygons

Subdivisions-MHPS

**Cumberland2017.sid**

Red: Band\_1

Green: Band\_2

Blue: Band\_3
- Fayetteville

Hope Mills

Spring Lake

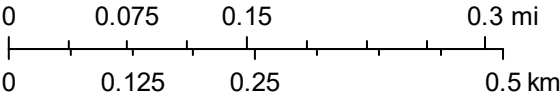
Eastover

Falcon

Godwin

Linden

Stedman



CCGIS \ ESRI Charlotte  
CCGIS





**DEPARTMENT OF SOCIAL SERVICES**

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR**

**DATE: 8/6/2020**

**SUBJECT: A MODEL APPROACH FOR CHANGE IN CHILD WELFARE (AMAC-CW) CONTRACTS FOR DEPARTMENT OF SOCIAL SERVICES**

**Requested by: AMY CANNON**

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

**BACKGROUND**

The purpose of these contract renewals with Southeastern Workforce Strategies, LLC in the amount of \$313,874 and Chapin Hall in the amount of \$210,436 is to allow for the continued development of a multidimensional and integrative service delivery model for aging out foster children and older teens in transition to adulthood in Cumberland County DSS (CCDSS) custody to improve their outcomes.

Southeastern acts as the project manager and trusted intermediary to assist CCDSS to integrate all efforts, such as A Model Approach for Change in Child Welfare (AMAC-CW), and to collaborate with Cumberland's partners to create a model for change in child welfare. AMAC-CW employs a modified approach to collective impact that will result in an effective, articulated, and documented approach to system changes that will improve outcomes for older youth in foster care and advance child welfare and family support programs in Cumberland County. Duke Endowment has awarded CCDSS a multi-year grant for the implementation plan for AMAC-CW, in an effort to reform child welfare systems.

**RECOMMENDATION / PROPOSED ACTION**

Staff requests that the renewal contracts for Southeastern Workforce Strategies, LLC and Chapin Hall, in their continued support of the Department of Social Services A Model Approach for Change in Child Welfare

initiative (AMAC-CW) be moved forward as a Consent Agenda Item for the Board of Commissioners' regular meeting on August 17, 2020.

**ATTACHMENTS:**

| Description  | Type            |
|--|-----------------|
| Chapin Hall Contract for Department of Social Services   | Backup Material |
| Southeastern Workforce Strategies Contract for Department of Social Strategies<br>Contract for Department of Social Services | Backup Material |
| AMAC-CW Strategic Plan   | Backup Material |
| AMAC-CW Progress Report Executive Summary  | Backup Material |

Contract \_\_\_\_\_ Fiscal Year Begins July 1, 2020 Ends June 30, 2021

This contract is hereby entered into by and between the Cumberland County Department of Social Services (the "County") and Chapin Hall at the University of Chicago. (the "Contractor") (referred to collectively as the "Parties"). Contractor's federal tax identification number is on file with the Cumberland County Finance Department.

**1. Contract Documents:** This Contract consists of the following documents:

- 1) This Contract
- 2) The General Terms and Conditions (Attachment A)
- 3) The Scope of Work, description of services, and rate (Attachment B)
- 4) Combined Federal Certifications (Attachment C)
- 5) Conflict of Interest (Attachment D)
- 6) No Overdue Taxes (Attachment E)
- 7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- 8) HIPAA Business Associate Addendum (Attachment I) - **NOT REQUIRED**
- 9) Certification of Transportation (Attachment J) - **NOT REQUIRED**
- 10) IRS federal tax-exempt letter or 501(c) (Attachment K) <http://www.irs.gov/pub/irs-pdf/fl023.pdf>
- 11) Certain Reporting and Auditing Requirements (Attachment L) - **NOT REQUIRED**
- 12) Attachment M – State Certification
- 13) Attachment N - Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act
- 14) Iran Divestment and E-Verify Form

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

- 2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on July 1, 2020 and shall terminate on June 30, 2021. This contract must be twelve months or less.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$210,436.00. This amount consists of \$0.00 in Federal funds, \$0.00 in State Funds, \$0.00 in County funds, \$0.00 TANF/MOE.

☒ a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$ \_\_\_\_\_, which shall consist of:

☐ In-kind

☐ Cash

☐ Cash and In-kind

☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$210,436.00.



**6. Reversion of Funds:**

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

| IF DELIVERED BY US POSTAL SERVICE  | IF DELIVERED BY ANY OTHER MEANS   |
|--|---|
| Name & Title: Elizabeth Cherry, Accounting Specialist II<br>County: Cumberland<br>Mailing Address, P.O. Box 878<br>City, State, Zip: Fayetteville, NC 28302<br><br>Telephone (910) 677-2920<br>Fax: (910) 677-2886<br>Email: elizabethcherry@ccdssnc.com | Name & Title:<br>County: Cumberland<br>Street Address: 1225 Ramsey Street<br>City, State, Zip: Fayetteville, NC 28301 |

**For the Contractor:**

| IF DELIVERED BY US POSTAL SERVICE   | IF DELIVERED BY ANY OTHER MEANS  |
|---|--|
| Name & Title: Joanne Pearlman, Director of Financial Operations<br>Company Name: Chapin Hall at the University of Chicago<br>Mailing Address: 1313 East 60th Street<br>City State Zip: Chicago, Illinois 60637<br><br>Telephone: 773-256-5222<br>Fax: 773-256-5322<br>Email: jpearlman@CHAPINHALL.ORG | Name & Title<br><br>Company Name<br><br>Street Address<br>City State Zip |

**10. Supplementation of Expenditure of Public Funds:**

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

**11. Disbursements:**

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

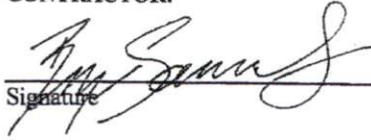
**12. Outsourcing to Other Countries:** The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**13. Federal Certifications:** Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

**Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

**CONTRACTOR:**

  
Signature

7/30/20  
Date

Bryan Samuels  
Printed Name

Executive Director  
Title

**COUNTY OF CUMBERLAND**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Brenda Reid Jackson  
Printed Name

Director  
Title

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

\_\_\_\_\_  
Date

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

Approved for Legal Sufficiency:

By: \_\_\_\_\_  
VICKI EVANS  
County Finance Director

By: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE  
Expires: 30 June 2021  
(X) RENEWABLE  
( ) NON-RENEWABLE



**ATTACHMENT A**  
**General Terms and Conditions**

**Relationships of the Parties**

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

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

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

**Indemnity and Insurance**

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

**Default and Termination**

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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



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

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

### **Intellectual Property Rights**

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

### **Compliance with Applicable Laws**

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

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

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

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

### **Oversight**

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

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



### Miscellaneous

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

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

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

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

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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

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

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

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

**ATTACHMENT B – Scope of Work**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Chapin Hall at the University of Chicago
2. *If different* from Contract Administrator Information in General Contract:

Address same

Telephone Number: (773) 256-5141 Fax Number: (773) 256-5341 Email: kszybowicz@chapinhall.org

3. Name of Program (s): \_\_\_\_\_

4. Status: ( ) Public (X) Private, Not for Profit ( ) Private, For Profit

5. Contractor's Financial Reporting Year July 1 through June 30

**B. Explanation of Services to be provided and to who (include SIS Service Code)**

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

**C. Rate per unit of Service (define the unit).**

**Total Cost and Contract Invoicing Scheduling**

The price for consulting contract for Chapin Hall at the University of Chicago (CH) to develop and conduct an external and internal hybrid Collective Impact initiative for an integrative service delivery model for aging out foster care and juvenile youth in transitioning to adulthood for the CCDSS. The Duke Endowment Grant of \$210,436.00 will be distributed in three payment installments. The first of three funding installments can be invoiced in July 2020 for July 1, 2020 through December 31, 2020 in the amount of \$105,218. The second funding installment of \$52,609 will be invoiced in January 2021 for January 1, 2021 through March 31, 2021 months of service. The third funding installment of \$52,609 will be invoiced on June 1, 2021. A monthly progress report outlining the deliverables for each service month will be required and due to CCDSS by the 15th of the month following the service month, ex. July 2020 service month Progress Report is due August 15, 2020 with the exception of the final progress report which is due with May 31, 2021. The Progress Reports must contain at a minimum deliverables related to the Hybrid Collective Impact (HCI) and Data & Analytics activities. The release of funds will be based on the deliverables received by CCDSS.

1. If Standard Fixed Rate, Maximum Allowable: Contract shall not exceed \$210,436.00

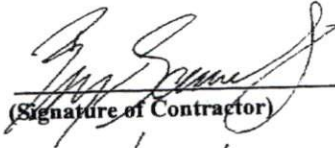
2. Negotiated County Rate: N/A

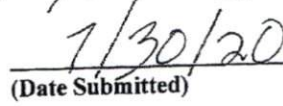
**D. Number of units to be provided: Outlined in Scope of Work**

**E. Details of Billing process and Time Frames:**

**F. Area to be served/Delivery site(s): Cumberland County**

CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

  
\_\_\_\_\_  
(Signature of Contractor)

  
\_\_\_\_\_  
(Date Submitted)

\_\_\_\_\_  
(Signature of County Authorized Person)

\_\_\_\_\_  
(Date Submitted)



**ATTACHMENT C  
FEDERAL CERTIFICATIONS**

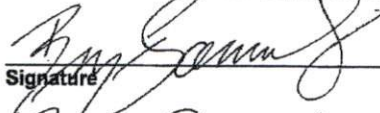
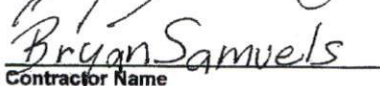

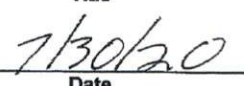
The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 

[ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

**OR**

[x] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

|  |   |
|--|---|
| <p><br/>                 _____<br/>                 Signature</p> <p><br/>                 _____<br/>                 Contractor Name</p> | <p><br/>                 _____<br/>                 Title</p> <p><br/>                 _____<br/>                 Date</p> |
|--|---|

**[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**

**I. Certification Regarding Nondiscrimination**

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

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

### Address

Street

1225 Ramsey Street

City, State, Zip Code

Fayetteville, NC 28302

Street

City, State, Zip Code



3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.



8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

#### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **V. Certification Regarding Lobbying**

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **VI. Disclosure Of Lobbying Activities**

##### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.



Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

**Disclosure Of Lobbying Activities**  
(Approved by OMB 0344-0046)

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

|   |   |   |
|---|---|---|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance   | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. Bid/offer/application<br><input type="checkbox"/> b. Initial Award<br><input type="checkbox"/> c. Post-Award   | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><br><b>For Material Change Only:</b><br>Year _____ Quarter _____<br>Date Of Last Report: _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime<br><input type="checkbox"/> Subawardee Tier (if known) _____<br>Congressional District (if known) _____   | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District (if known) _____   |   |
| <b>6. Federal Department/Agency:</b>  | <b>7. Federal Program Name/Description:</b><br>CFDA Number (if applicable) _____  |   |
| <b>8. Federal Action Number (if known)</b>  | <b>9. Award Amount (if known) \$</b>  |   |
| <b>10. a. Name and Address of Lobbying Entity</b><br><i>(if individual, last name, first name, MI):</i><br><br><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>   | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a.) (last name, first name, MI):</i><br><br><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>  |   |
| <b>11. Amount of Payment (check all that apply):</b><br>\$ _____ € actual € planned   | <b>13. Type of Payment (check all that apply):</b><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other; specify: _____ |   |
| <b>12. Form of Payment (check all that apply):</b><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____  |   |   |
| <b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</b><br><br><br>   |   |   |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <div style="float: right;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div>  |   |   |
| <div style="display: flex;"> <div style="flex: 1; padding-right: 10px;"> <b>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> </div> <div style="flex: 1;">           Signature: _____<br/>           Print Name: _____<br/>           Title: _____<br/>           Telephone No: _____ Date: _____         </div> </div> |   |   |
| <b>Federal Use Only</b>   |   | <b>Authorized for Local Reproduction<br/>Standard Form - LLL</b>  |



**ATTACHMENT D**

**Conflict of Interest Policy**

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

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

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

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

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

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

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

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to

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explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

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

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

Approved by:

Chapin Hall at the University of Chicago

Name of Organization

[Signature]  
Signature of Organization Official

7/30/20  
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of Illinois

County of Cook

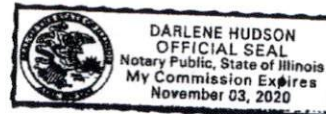
I, Darlene Hudson, Notary Public for said County and State, certify that Bryan Samuels personally appeared before me this day and acknowledged that he/she is the Executive Director of Chapin Hall at the University of Chicago and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted/declined (circle one) by Chapin Hall at the University of Chicago.

Sworn to and subscribed before me this 30th day of July, 2020

(Official Seal)

[Signature]  
Notary Public

My Commission expires 11/03, 2020





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ATTACHMENT E - OVERDUE TAXES

Chapin Hall at the University of Chicago  
223 E. Main St. Suite 404  
Chicago, Illinois 60637

July 1, 2020

To: Cumberland County Department of Social Services/Human Services

Certification:

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

Sworn Statement:

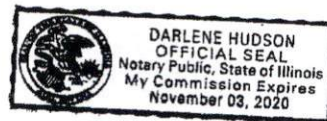
Bryan Samuels being duly sworn, say that I am the Executive Director of Chapin Hall at the University of Chicago of Chicago in the State of Illinois; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by myself. I also acknowledge and understand that any misuse of funds will be reported to the appropriate authorities for further action.

  
Executive Director

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

  
Notary Public

My Commission Expires: 11/03/2020



## ATTACHMENT K

### What is a Private Non-Profit Agency?

**Answer:** A private nonprofit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

### What is a 501(c)(3) designation?

**Answer:** When the agency becomes a state private nonprofit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private nonprofits.

### Who can obtain a 501(c)(3) designation?

**Answer:** Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the nonprofit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and nonprofit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

### How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [ [www.irs.gov/eo](http://www.irs.gov/eo) ]

#### IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service  
Exempt Organizations Determinations  
P.O. Box 2508  
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private nonprofit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax-exempt status is granted, the private nonprofit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

### What must a County Department of Social Services/Human Services do?

**Answer:** Verify the Tax-Exempt Letter. Check date for expiration and check if current address of agency is reflected.



## ATTACHMENT M

### State Certifications

#### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
    - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

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- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
6. He or she is a duly authorized representative of the Contractor named below;
  7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  8. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Chapin Hall at the University of Chicago

Contractor's  
Authorized Agent:

Signature

*[Signature]*

Date

7/30/20

Printed Name

Bryan Samuels

Title

ED

Witness:

Signature

*[Signature]*

Date

7/30/20

Printed Name

Kristin Szybowicz

Title

Counsel

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



ATTACHMENT N

Cumberland County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

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

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

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

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

**Ensuring Equal Opportunity Access for Persons with Disabilities:** **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to



programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

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


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

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

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
- (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

  
Signature

  
Title

\_\_\_\_\_  
Agency/Organization

  
Date

(Certification signature should be same as Contract signature.)



CONTRACT #: \_\_\_\_\_

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

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

Company Name: Chapin Hall at the University of Chicago

 \_\_\_\_\_ Date 7/30/20  
Authorized Signer



**Chapin Hall at the University of Chicago**  
**AMAC-CW Contractual Scope of Work**  
**FISCAL FUNDING YEAR: July 1, 2020 through June 30, 2021**

The total budget for the AMAC-CW project is \$210,436 for fiscal years beginning July 1, 2020 through June 30, 2020 for Chapin Hall at the University of Chicago.

| AMAC-CW Budget – Fiscal Year 2019-2020 |                |
|--|----------------|
| Personnel                              | 150689         |
| Fringe Benefits                        | 0              |
| Travel                                 | 18000          |
| Communication & Dissemination          | 0              |
| Research Technology                    | 13759          |
| Office Services                        | 11138          |
| Research Services                      | 8643           |
| Indirect Cost (15%)                    | 8207           |
| Project Management                     | 0              |
| Focus Group/Project Dev.               | 0              |
| Fiscal Analysis/Court Strategies       | 0              |
| <b>Total</b>                           | <b>210,436</b> |

**July 1, 2020 through June 30, 2021 Fiscal Year**  
**Budget Justification**

## Chapin Hall at the University of Chicago

### Senior Advisors | In-Kind Support to Project

*Bryan Samuels, M.P.P., Executive Director*, will serve as an advisor to the project and provide input and consultation regarding the integration of strategy, evidence, and best practices for achieving practice and policy changes to promote well-being and permanency.

*Anne F. Farrell, Ph.D., Director of Research*, will serve as senior advisor. She will provide strategic and material input on the design and execution of the project work plan. She will oversee and advise Chapin Hall activities and, together with other members of the senior leadership team, ensure the match between project demands with personnel and related resources. Additionally, she will provide methodological and related expertise on design, evidence, and best practices for achieving practice and policy changes to promote attainment of project goals and objectives.

### **Project Staffing:**

*Forrest Moore, Ph.D., Policy Fellow, Principal Investigator* will serve as Principal Investigator. He will coordinate with project partners (Cumberland County Department of Social Services & Southeastern Workforce Strategies), provide guidance for all project activities, assume administrative and financial responsibility for the project, and will oversee and ensure the overall quality, timeliness,

and cost effectiveness of all Chapin Hall activities and deliverables. Dr. Moore brings expertise in providing strategic guidance on research and evidence use to youth servicing agencies across a multitude of issues, including the over-representation of children and young people of color (and their families) in public systems like child welfare and justice. Dr. Moore specializes in designing and implementing feasible action plans to improve delivery of and outcomes associated with youth development programming, especially those focused on highly vulnerable subgroups of youth and young adults. He has extensive expertise working with public and private decision makers, especially in community-based agencies. His approach emphasizes the use of evidence in decision-making and the application of implementation science principles within systems, program and practice change efforts. CH staff will consist of:

- *Senior Policy Analyst/Researcher, Data Analytics Lead*
  - Consult and collaborate with the University of North Carolina at Chapel Hill on the design of the predictive analytic models and synthesis of administrative data.
  - Support the Counties in data use for planning and inform the development of baseline and benchmark indicators based on the available data.
- *Policy Fellow, Project Practice Model Lead*
  - Project lead on child welfare
  - Continuous quality improvement
  - Cross-systems collaboration and co-facilitate the convenings with the Principal Investigator.
- *Project Assistant*
  - Serve as Research Project Assistant
  - Provide administrative support for the research staff
  - Assist in preparing research results
  - Conduct literature reviews
  - Support materials development.
- *Research Fellow (12%)*
  - Act either under the supervision of a principal investigator for other duties as assigned to support the contract deliverables

### **Project Scope of Work:**

AMAC-CW is a multi-year hybrid collective impact, systems-change initiative designed to improve outcomes for older youth by improving services before they come in the front door to foster care, while they're inside the foster care "house", and after they exit through the back door to adulthood/permanency. The work continues to be driven through a public-private relationship with Southeastern Workforce Strategies, Inc. (SWS) and Chapin Hall at the University of Chicago (CH) using the AMAC-CW Governance Structure created in year 1-2 of the initiative.

CCDSS Director will continue to serve a senior leader of the collaborative effort. The Assistant Directors of Children and Adult Services will co-lead the initiative in consultation with the Director, SWS and CH. SWS, a management consulting firm for human services agencies, will continue to be lead partner working locally with the agency. SWS will act as the project manager as outlined in the Strategic Plan's Leadership and Governance objectives and activities. SWS will continue engaging community stakeholders, gathering information, coordinating and convening, and documenting efforts. SWS will assist in guiding the implementation of AMAC-CW and replicable change initiative. Chapin



Hall at the University of Chicago (CH), a research and policy organization specializing in child welfare, will continue to advise and monitor implementation, and lead the research, data analytics and evaluation to inform policy and practice.

Specifically, Chapin Hall at the University of Chicago (CH) will work in partnership with CCDSS, Southeastern Workforce Strategies LLC (SWS), and other contributing partners to achieve AMAC-CW objectives for Fiscal Year 2020-2021. Chapin Hall at the University of Chicago (CH) will:

- Monitor, guide, provide direct consultation a to support implementation of “A Model Approach for change in Child Welfare” (AMAC-CW), a hybrid collective impact child welfare reform project focused on youth aging out of the Cumberland County Department of Social Services (CCDSS) foster care system. Provide direct consultation and technical assistance to AMAC-CW as outlined in the Leadership & Governance (LG) and Infrastructure objectives to include the workgroups to implement workplans and achieve objectives as outlined in the Strategic Plan, using baselines and indicators to measure progress
- Lead the research, data analytics and evaluation to inform policy and practice.
- Continue leveraging administrative data (e.g., baseline information across the system; data analysis to inform likely pathways of youth, though, and beyond the system) to inform action and develop sustainable systems reform and innovations.
- Activities outlined in AMAC-CW Strategic Plan including any revisions approved by the Steering Committee on June 28, 2020. CH will:
  - Hybrid Collective Impact
    - HCI1: Support and collaborate with CCDSS & Southeastern Workforce Strategies to ensure regular convening of external stakeholders to promote input, feedback, buy-in, and action towards the AMAC-CW vision and common agenda for sustainable child welfare systems change. Collaborate with AMAC-CW leadership and Southeastern Workforce Strategies to promote and strategize deeper engagement of Advisory Council partners into project planning and implementation, including service on working groups. Provide direct consultation to and engagement with external initiatives to improve outcomes for Cumberland County children and youth
    - HCI2: Guide the creation of a hybrid approach by using collective impact strategies to engage internal staff across departments to promote input, feedback, buy-in, and action towards the AMAC-CW vision and goals for sustainable systems change. Partner with AMAC-CW leadership and SWS in staff presentations
    - HCI3: Guide in defining a set of shared measures and establish mutually reinforcing activities. Guide AMAC-CW leadership and other consultants in collaborative development of the shared agenda, establishment of metrics and activities
    - HCI4: Seize, partner, facilitate and promote opportunities for shared learning on best practices across the state
  - Data and Analytics:

CH will apply a mixed methods approach that will include interviews, document review, and analysis of data to best answer the research questions of interest. The results of this evaluation of the process and context elements of AMAC will inform

stakeholders of key considerations, strengths, and necessary adjustments for future implementation and scale up of AMAC in other geographies.

- DA1) Continue to leverage administrative data to inform actions and develop sustainable system reform and innovation. Continue co-lead the work of Ad Hoc Data Workgroup to build a culture of data analysis and evidence use. Finalize and revise as needed the older youth profile that provides multiple indicators for monitoring and guiding the strategic direction for AMAC-CW
- DA2) Develop asset map and gap analysis to assess progress towards benchmarks. Will include data collection, analysis and report and presentation.
- DA3) Finalize baseline data. Establish Data Sharing Agreements (DSA) where necessary. Integrate data into the work groups. Complete Root Cause Analysis on metrics identified in fiscal years 2017-2018 and 2018-2019
- DA4) Begin the work to review and redesign CQI processes that includes metrics for AMAC older youth
- DA5) Build on the older Youth Profile. Develop dashboard mock up. Beta test dashboard. Begin the work of conducting usability and feasibility testing with staff.
- DA6) Begin the framework to develop a longitudinal tracking kids that age out
- DA7) Process & Context Evaluation (C.I.P.P. - Context, Inputs, Product and Process) Document efforts and measure implementation progress. Plan development tool for monitoring selected aspects of collective impact

**Total Cost and Contract Invoicing Scheduling = \$210,436.00**

**Fiscal Year: July 1, 2020 through June 30, 2021**

The price for consulting contract for Chapin Hall at the University of Chicago (CH) to develop and conduct an external and internal hybrid Collective Impact initiative for an integrative service delivery model for aging out foster care and juvenile youth in transitioning to adulthood for the CCDSS. The Duke Endowment Grant of \$210,436.00 will be distributed in three payment installments. The first of three funding installments can be invoiced in July 2020 for July 1, 2020 through December 31, 2020 in the amount of \$105,218. The second funding installment of \$52,609 will be invoiced in January 2021 for January 1, 2021 through March 31, 2021 months of service. The third funding installment of \$52,609 will be invoiced on June 1, 2021. A monthly progress report outlining the deliverables for each service month will be required and due to CCDSS by the 15th of the month following the service month, ex. July 2020 service month Progress Report is due August 15, 2020 with the exception of the final progress report which is due by May 31, 2021. The Progress Reports must contain the deliverables related to the Hybrid Collective Impact (HCI) and Data & Analytics objectives outlined in the AMAC Strategic Plan and Program Evaluation. The release of funds will be based on the deliverables received by CCDSS.



Contract \_\_\_\_\_ Fiscal Year Begins July 1, 2020 Ends June 30, 2021

This contract is hereby entered into by and between the Cumberland County Department of Social Services (the "County") and Southeastern Workforce Strategies, LLC. (the "Contractor") (referred to collectively as the "Parties"). Contractor's federal tax identification number is on file with the Cumberland County Finance Department.

**1. Contract Documents:** This Contract consists of the following documents:

- 1) This contract
- 2) The General Terms and Conditions (Attachment A)
- 3) The Scope of Work, description of services, and rate (Attachment B)
- 4) Combined Federal Certifications (Attachment C)
- 5) Conflict of Interest (Attachment D)
- 6) No Overdue Taxes (Attachment E)
- 7) HIPAA Business Associate Addendum (Attachment I) – NOT APPLICABLE
- 8) Certification of Transportation (Attachment J) – NOT APPLICABLE
- 9) Certain Reporting and Auditing Requirements (Attachment L) – NOT APPLICABLE
- 10) Attachment M – State Certification
- 11) Attachment N - Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act
- 12) E-Verify/Iran Divestment

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

- 2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on July 1, 2020 and shall terminate on June 30, 2021. This contract must be twelve months or less.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$314,874.00. This amount consists of \$37,800.00 in Federal funds, \$30,250.00 in State Funds, \$61,950.00 in County funds, \$0.00 TANF/MOE, and \$184,874.00 in Duke Endowment Grant funds.

☒ a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$ \_\_\_\_\_, which shall consist of:

- |   |  |
|---|--|
| <input type="checkbox"/> In-kind          | <input type="checkbox"/> Cash                |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$314,874.00.

**6. Reversion of Funds:**

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

| IF DELIVERED BY US POSTAL SERVICE  | IF DELIVERED BY ANY OTHER MEANS   |
|--|---|
| Name & Title: Elizabeth Cherry, Accounting Specialist II<br>County: Cumberland<br>Mailing Address, P.O. Box 878<br>City, State, Zip: Fayetteville, NC 28302<br><br>Telephone (910) 677-2920<br>Fax: (910) 677-2886<br>Email: elizabethcherry@ccdssnc.com | Name & Title:<br>County: Cumberland<br>Street Address: 1225 Ramsey Street<br>City, State, Zip: Fayetteville, NC 28301 |

**For the Contractor:**

| IF DELIVERED BY US POSTAL SERVICE  | IF DELIVERED BY ANY OTHER MEANS                                      |
|--|--|
| Name & Title: Allyn E. Foster, President<br>Company Name: Southeastern Workforce Strategies, LLC<br>Mailing Address: 223 Main Street, Suite 404<br>City State Zip RockHill, SC 29732<br><br>Telephone: 803-417-8580<br>Fax: 803-817-1757<br>Email aefoster60@aol.com | Name & Title<br>Company Name<br><br>Street Address<br>City State Zip |



**10. Supplementation of Expenditure of Public Funds:**

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

**11. Disbursements:**

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**12. Outsourcing to Other Countries:** The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**13. Federal Certifications:** Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

**Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

**CONTRACTOR:**

 July 23, 2020  
Signature Date

Allyn E. Foster President  
Printed Name Title

**COUNTY OF CUMBERLAND**

 7-23-20  
Signature Date

Brenda Reid Jackson Director  
Printed Name Title

By: \_\_\_\_\_  
Dr. Jeannette M. Council, Chairman  
Cumberland County Board of Commissioners  
\_\_\_\_\_  
Date

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

Approved for Legal Sufficiency:

By: \_\_\_\_\_  
VICKI EVANS  
County Finance Director

By: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE  
Expires: 30 June 2021  
(X) RENEWABLE  
( ) NON-RENEWABLE



## ATTACHMENT A General Terms and Conditions

### Relationships of the Parties

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

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

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees,

and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

### Default and Termination

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations,



guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### **Intellectual Property Rights**

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

### **Compliance with Applicable Laws**

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

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

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

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

### **Oversight**

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

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



### Miscellaneous

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

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

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

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

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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

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

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

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

**ATTACHMENT B – Scope of Work**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Southeastern Workforce Strategies, LLC

2. *If different* from Contract Administrator Information in General Contract:

Address same

Telephone Number (803) 417-8580 Fax Number: (803) 817-1757 Email: acfooster60@aol.com

3. Name of Program (s): \_\_\_\_\_

4. Status: ( ) Public ( ) Private, Not for Profit (X) Private, For Profit

5. Contractor's Financial Reporting Year January 1 through December 31

B. Explanation of Services to be provided and to who (include SIS Service Code)

The purpose of this initiative is to develop and implement an internal Collective Impact model at the Cumberland County Department of Social Services (CCDSS). The general scope is increasing the focus of the agency to improve service delivery and practices for Children and Adult Services. Also, insure the agency has the most effective organizational structure to achieve and improve permanency for aging out foster children and older teens as they transition adulthood. (See attached Scope of Work).

C. Rate per unit of Service (define the unit).

**Total Cost and Contract Invoicing Scheduling**

The price for a twelve-month consulting contract for SWS, LLC to develop and conduct an external and internal hybrid Collective Impact initiative for an integrative service delivery model for aging out foster care and juvenile youth in transitioning to adulthood for the CCDSS. County funds of \$105,000 will be invoiced and distributed in twelve (12) equal payments of \$8750.00. The Adoption Promotion and Duke Endowment installment funds will be billed separately. The Adoption Promotions will be distributed in one payment of \$25,000 and can be invoiced after July 1, 2020. The Duke Endowment Grant of \$184,874.00 will be distributed in two payment installments. The first of two funding installments can be invoiced in July 2020 for July 1, 2020 through December 31, 2020 in the amount of \$92,437. The second funding installment of \$92,437 will be invoiced in December 2020 for January 1, 2021 through June 30, 2021. A monthly progress report outlining the deliverables for each service month will be required and due to CCDSS by the 15th of the month following the service month, ex. July 2020 service month Progress Report is due August 15, 2020. The release of funds will be based on the deliverables received by CCDSS.

1. If Standard Fixed Rate, Maximum Allowable: Contract shall not exceed \$314,874.00

2. Negotiated County Rate: N/A

D. Number of units to be provided: Outline in Scope of Work

E. Details of Billing process and Time Frames: Payment is due within fifteen (15) calendars days from receipt of the invoice.

F. Area to be served/Delivery site(s): Cumberland County



Allyn E. Foster - President  
(Signature of Contractor)

7/23/2020  
(Date Submitted)

Brenda R.  
(Signature of County Authorized Person)

7-29-20  
(Date Submitted)

**ATTACHMENT C  
FEDERAL CERTIFICATIONS**

**The undersigned states that:**

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 

☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

**OR**

☒ He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

*Allyn E. Foster - President*  
Signature

*President*  
Title

*Southeastern Workforce Strategies LLC*  
Contractor Name

*July 23, 2020*  
Date

**[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**

**I. Certification Regarding Nondiscrimination**

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



**II. Certification Regarding Drug-Free Workplace Requirements**

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

**Address**

Street 223 E. Main Street, Suite 404, Rock Hill, S.C. 29730

City, State, Zip Code Rock Hill, S.C. 29730

Street 1225 Ramsey St., Fayetteville, N.C.

City, State, Zip Code Fayetteville, N.C. 28301



3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.



8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

#### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **V. Certification Regarding Lobbying**

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **VI. Disclosure Of Lobbying Activities**

##### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.



Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503



**Disclosure Of Lobbying Activities**  
**(Approved by OMB 0344-0046)**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

|   |   |   |
|---|---|---|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance   | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. Bid/offer/application<br><input type="checkbox"/> b. Initial Award<br><input type="checkbox"/> c. Post-Award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><br><b>For Material Change Only:</b><br>Year _____ Quarter _____<br>Date Of Last Report: _____   |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime<br><input type="checkbox"/> Subawardee Tier (if known) _____<br>Congressional District (if known) _____   |   | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District (if known) _____   |
| <b>6. Federal Department/Agency:</b>  |   | <b>7. Federal Program Name/Description:</b><br>CFDA Number (if applicable) _____  |
| <b>8. Federal Action Number (if known)</b>  |   | <b>9. Award Amount (if known) \$</b>  |
| <b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b><br><br>(attach Continuation Sheet(s) SF-LLL-A, if necessary)  |   | <b>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</b><br><br>(attach Continuation Sheet(s) SF-LLL-A, if necessary)  |
| <b>11. Amount of Payment (check all that apply):</b><br>\$ _____ € actual € planned   |   | <b>13. Type of Payment (check all that apply):</b><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other; specify: _____ |
| <b>12. Form of Payment (check all that apply):</b><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____  |   |   |
| <b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</b>   |   |   |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <div style="float: right;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div>  |   |   |
| <b>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> |   | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No: _____ Date: _____  |
| <b>Federal Use Only</b>   |   | Authorized for Local Reproduction<br>Standard Form - LLL  |

SOUTHEASTERN WORKFORCE STRATEGIES, LLC

directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
6. He or she is a duly authorized representative of the Contractor named below;
  7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  8. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Southeastern Workforce Strategies, LLC

Contractor's  
Authorized Agent: Signature Allyn E. Foster Date July 23, 2020  
Printed Name Allyn E. Foster Title President

Witness: Signature LaSalle M. Foster Date July 23, 2020  
Printed Name LaSalle M. Foster Title \_\_\_\_\_

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



## ATTACHMENT D

**Conflict of Interest Policy**

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

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

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

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

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

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

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

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



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

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

Approved by:

Southeastern Workforce Strategies, LLC

Name of Organization

Allyn E. Foster - President

Signature of Organization Official

July 23, 2020

Date

### NOTARIZED CONFLICT OF INTEREST POLICY

State of South Carolina

County of York

I, Amber Cassell, Notary Public for said County and State, certify that Allyn E. Foster personally appeared before me this day and acknowledged that he is the President of Southeastern Workforce Strategies, LLC and by that authority duly given and as the act of the corporation, affirmed that the foregoing Conflict of Interest Policy was adopted/declined (circle one) by Allyn E. Foster.

Sworn to and subscribed before me this 23rd day of JULY, 2020

(Official Seal)

Amber Cassell  
Notary Public

My Commission Expires April 24, 2028

My Commission expires \_\_\_\_\_, 20 \_\_\_\_



ATTACHMENT E - OVERDUE TAXES

Southeastern Workforce Strategies, LLC  
223 E. Main St. Suite 404  
Rockhill, SC 29732

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July 1, 2020

To: Cumberland County Department of Social Services/Human Services

**Certification:**

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

**Sworn Statement:**

Allyn E. Foster being duly sworn, say that I am the Board Chair (President) of Southeastern Workforce Strategies, LLC of Rock Hill in the State of South Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Allyn E. Foster  
President

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

Amber Cassell  
Notary Public

My Commission Expires: My Commission Expires April 24, 2025





**ATTACHMENT N**

Cumberland County Department of Social Services/Human Services

**CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT**

**Certification Regarding Nondiscrimination**

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

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

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

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

**Ensuring Equal Opportunity Access for Persons with Disabilities:** **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to



programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

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

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

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

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.



- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
- (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

|   |                              |
|---|------------------------------|
| <u>Allyn E. Forte</u><br>Signature                                  | <u>President</u><br>Title    |
| <u>Southeastern Workforce Strategies LLC</u><br>Agency/Organization | <u>July 23, 2020</u><br>Date |

(Certification signature should be same as Contract signature.)



CONTRACT #: \_\_\_\_\_

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

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

Company Name: **Southeastern Workforce Strategies, LLC**

Allen E. Jata President Date July 23, 2020  
Authorized Signer



**Southeastern Workforce Strategies, LLC**  
**AMAC-CW Contractual Scope of Work**  
**FISCAL FUNDING YEAR: July 1, 2020 through June 30, 2021**

The total budget for the AMAC-CW project is \$314,874 for fiscal years beginning July 1, 2020 through June 30, 2021 for Southeastern Workforce Strategies, LLC (SWS).

| AMAC-CW Budget – Fiscal Year 2020-2021 |                |
|--|----------------|
|  | SWS, LLC       |
| Personnel                              | 140,000        |
| Fringe Benefits                        | 16,500         |
| Travel                                 | 24,249         |
| Communication & Dissemination          | 0              |
| Research Technology                    | 0              |
| Office Services                        | 19,000         |
| Research Services                      | 0              |
| Indirect Cost (15%)                    | 25,125         |
| Project Management                     | 90,000         |
| Focus Group/Project Dev.               | 0              |
| Fiscal Analysis/Court Strategies       | 0              |
| <b>Total</b>                           | <b>314,874</b> |

**July 1, 2020 through June 30, 2021 Fiscal Year**  
**Budget Justification**

### **Southeastern Workforce Strategies (SWS)**

#### **Staffing Scope of Work:**

Allyn Foster, Southeastern Workforce Strategies (SWS) President will serve as the Project Lead. He will provide overall leadership of the planning and execution of the AMAC-CW. As the Project Lead, Mr. Foster will be responsible for daily oversight and fiscal management of the project. Mr. Foster will serve as the lead partner and stakeholder manager overseeing the external community stakeholder engagement within the collective impact strategy. He also will be responsible for developing relationships with additional counties to facilitate the adoption of the model for change. Further, Mr. Foster will serve as the liaison to the Executive Leadership Team and in partnership with senior leadership at CCDSS lead the creation and execution of the initiative. Mr. Foster will support the organizational change management practices associated with the execution of the AMAC-CW work plan. The Project Manager will be responsible for coordination and management of daily operations of the project and lead communication efforts with CCDSS and across the community stakeholders. Mr. Foster has extensive project management experience and has led systems change efforts in child serving systems. He also had expertise in training, curriculum development, community strategic development, and organizational development and design.

SWS staff consist of:

- Three Senior Advisors will:
  - provide leadership on the development and implementation of the practice model.

- Facilitate the review of the existing policies and procedures and provide consultation on the redesign to support the transformation of the system to align to the new practices.
- Partner with CCDSS to ensure that the systems changes designed and implemented with the resources and supports to ensure sustainability.
- Serve on the Executive Leadership Team responsible for the collective impact strategy within CCDSS.
- Assist with the community outreach and stakeholder engagement.
- Provide support for convening and coordinating meetings.
- Assist in developing training and coaching model
- Provide ongoing technical assistance to support the adoption of the practice model.
- Provide leadership on external communications with partners and stakeholders.
- Work with youth and families with program development and curriculum development.
- Provide consultation to the AMAC workgroups and provide technical assistance to support the implementation of the practice model.
- Senior Policy Advisor/Organizational Development will:
  - Assist with overall project direction of the AMAC project and assist the SWS President with organizational development and design.
  - Assist with continued systems change strategies, policy advocacy and research services.
  - Monitor the alignment of AMAC-CW with the HB630 Child Welfare Bill and the Federal Bill FFPSA.
  - Provide policy reviews and analysis

### **Project Scope of Work:**

Southeastern Workforce Strategies, LLC (SWS) is a specialized change manager with expertise in Project Management, curriculum development, training, and technical assistance. Over the next two (2) years, SWS will provide project management and will monitor, guide, and provide direct consultation to support implementation of “A Model Approach for change in Child Welfare” (AMAC-CW), a hybrid collective impact child welfare reform project focused on youth aging out of the Cumberland County Department of Social Services (CCDSS) foster care system. AMAC-CW will work to improve safety, permanency, and well-being outcomes for children engaged and aging out of the child welfare system at CCDSS.

AMAC-CW, SWS will:

- lead and monitor the implementation of AMAC-CW through use of a hybrid collective impact approach resulting in effective, documented systems changes designed to improve outcomes for older youth, as well as overall child welfare practice;
- assist CCDSS in utilizing both internal and external resources through organizational development and continuous process improvement to achieve strategic outcomes.

Specifically, SWS will work in partnership with CCDSS, Chapin Hall, and other contributing partners to achieve AMAC-CW objectives for Fiscal Year 2020-2021.

### **Leadership and Governance**

LG1: Ensure implementation of the strategic goal and direction of AMAC-CW as well as manage the change process and promote sustainability



## ATTACHMENT M

### State Certifications

#### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
    - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers,



- Provide consultation and support to CCDSS AMAC-CW leadership to ensure maintenance of the Governance Structure and use of the AMAC-CW Logic Model and Prevention Framework to maintain focus on outcomes
- Provide consultation and technical assistance to the AMAC-CW Co-Chairs and project leadership to ensure both the Steering Committee and Advisory Council are meeting regularly, engaged in practice, and working collaboratively towards outcomes
- Oversee and provide direct support for implementation of Steering Committee and workgroup workplans; support each workgroup with an SWS consultant

LG2: CCDSS Transition Unit - a multi-service approach i.e., Child Welfare, Adult Services & Employment Programs to serve foster children aging out of care including young adults ages 18-21 in the child welfare system

- Develop and support implementation of AMAC-CW training curricula
- Provide direct consultative support to the Human Resources and Stability Workgroups to ensure staff training and youth engagement activities are successfully implemented
- Partner to explore additional stakeholder engagement activities, such as Permanency Roundtables

LG3: Provide Project Management activities related to the implementation of the mandated statewide strength-based, family-centered practice model as outlined in NC House Bill 630

- Track the state's practice model policy and guidance and facilitate collaborative discussions on alignment with AMAC-CW
- Summarize and disseminate information on the state-selected practice model among AMAC-CW project partners

LG4: Provide Project Management activities related to the implementation of the statewide mandates as outlined in the federal Family First Prevention Services Act (FFPSA)

- Track state and federal FFPSA guidance and requirements; support the facilitation of discussions with AMAC-CW project partners
- Provide direct consultation, support, and leadership to the Provider Group
- Provide direct consultation, support, and leadership to SOARS
- Work with project partners, including the Provider Group and SOARS, to list community programs that impact the AMAC-CW target population and group those programs by primary, secondary, tertiary prevention (using "The House" framework)

### **Infrastructure**

I1: Ensure all workgroups and the Advisory Council are aligned with the strategic direction as outlined in the Leadership & Governance Charter

- Provide direct consultation with AMAC-CW leadership to:
  - Assess and make recommendations about current and potential workgroups
  - Map and support engagement of external initiatives that are aligned (or could be aligned) with AMAC-CW
  - Identify and support the engagement of AMAC-CW Champions

I2-5:

- Provide direct consultation and technical assistance to each of the workgroups to implement workplans and achieve objectives as outlined in the Strategic Plan, using baselines and indicators to measure progress



**Hybrid Collective Impact**

HCI1: Continue to ensure regular convening of external stakeholders to promote input, feedback, buy-in, and action towards the AMAC-CW vision and common agenda for sustainable child welfare systems change

- Work with AMAC-CW leadership and Chapin Hall to promote and strategize deeper engagement of Advisory Council partners into project planning and implementation, including service on working groups
- Provide direct consultation to and external engagement with external initiatives to improve outcomes for Cumberland County children and youth

HCI2: Support Chapin Hall in the creation of a hybrid approach by using collective impact strategies to engage internal staff across departments to promote input, feedback, buy-in, and action towards the AMAC-CW vision and goals for sustainable systems change

- Partner with AMAC-CW leadership and Chapin Hall in staff presentations

HCI3: Support Chapin Hall in defining a set of shared measures and establish mutually reinforcing activities

- Support AMAC-CW leadership and other consultants in collaborative development of the shared agenda, establishment of metrics and activities

**Total Cost and Contract Invoicing Scheduling = \$314,874.00**

**Fiscal Year: July 1, 2020 through June 30, 2021**

The price for a twelve-month consulting contract for SWS, LLC to develop and conduct an external and internal hybrid Collective Impact initiative for an integrative service delivery model for aging out foster care and juvenile youth in transitioning to adulthood for the CCDSS. County funds of \$105,000 will be invoiced and distributed in twelve (12) equal payments of \$8750.00. The Adoption Promotion and Duke Endowment installment funds will be billed separately. The Adoption Promotions will be distributed in one payment of \$25,000 and can be invoiced after July 1, 2020. The Duke Endowment Grant of \$184,874.00 will be distributed in two payment installments. The first of two funding installments can be invoiced in July 2020 for July 1, 2020 through December 31, 2020 in the amount of \$92,437. The second funding installment of \$92,437 will be invoiced in December 2020 for January 1, 2021 through June 30, 2021. A monthly progress report outlining the deliverables for each service month will be required and due to CCDSS by the 15<sup>th</sup> of the month following the service month, ex. July 2020 service month Progress Report is due August 15, 2020. The release of funds will be based on the deliverables received by CCDSS.

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

### Project Strategic Plan: Years 3-5

Effective Fiscal Years: July 1, 2019 – June 30, 2022

**Overarching Goal:** Implementation of a model using a hybrid collective impact approach that will result in effective, documented system changes to improve outcomes for older youth and improve overall child welfare practice (“Back Door”). See attached Prevention Framework & Logic Model

| LEADERSHIP & GOVERNANCE (LG)   |   |          |   |
|--|---|----------|---|
| OBJECTIVES   | ACTIVITIES  | TIMELINE | COMMENTS  |
| <b>LG1:</b> Ensure implementation of the strategic goal and direction of AMAC-CW<br>Manage the change process and promote sustainability | A. Maintain Overarching Governance Structure of AMAC-CW as outlined in the charter dated Oct. 5, 2017 through project management.   | Ongoing  | Steering Committee Charter on File  |
|  | B. Continue to use the established Logic Model & Prevention Framework to maintain focus on the outcomes   | Ongoing  | Steering Committee meet monthly with Work Groups<br>Quarterly Advisory Council meetings |
|  | C. Continue to ensure the proper oversight, engagement and facilitation of the Steering Committee and Advisory Council  | Ongoing  | Special Meeting ex. Provider Group as it relates to Family First Prevention Act         |
|  | D. Provide proper oversight of goals, objectives, outcomes and deliverables through the work plans developed by the Steering Committee and its Work Groups, and other special groups ex. Provider Work Group. | Ongoing  |   |



| LEADERSHIP & GOVERNANCE (LG)   |   |          |                        |
|--|---|----------|------------------------|
| OBJECTIVES   | ACTIVITIES  | TIMELINE | COMMENTS               |
| <b>LG2:</b> Continued development of an internal Transition Unit to reduce silos and develop a multi-service approach in Child Welfare, Adult Services, Economic Services, & Employment Programs to serve foster children aging out of care. | A. Provide training to the newly hired Transition Unit staff on tenets of AMAC-CW and develop a team approach to the work   | Year 3   | Integration Work Group |
|  | B. Use data and the older youth profile to identify outcome-driven criteria for youth served by Transition Unit (identification, selection, recruitment)  | Year 3   |                        |
|  | C. Ensure Transition Unit receives all applicable training ex. State Child Welfare Pre-Service, trauma informed practice (Project Broadcast), etc.  | Ongoing  |                        |
|  | D. Explore and implement, if applicable, youth-targeted programs (such as Permanency Roundtables) to further engage community stakeholders  | Year 3-4 |                        |
|  | E. Continue to engage youth through LINKS, Youth Advisory Board, and SaySo, as well as, use of technology including social media platforms, special apps to engage and connect foster children, use of resources such as Uber, Canvas, Blackboard | Ongoing  |                        |

| LEADERSHIP & GOVERNANCE (LG)  |   |          |   |
|---|---|----------|---|
| OBJECTIVES  | ACTIVITIES  | TIMELINE | COMMENTS  |
|   | F. Incorporate parent engagement through programs such as the current Foster Parent Advisory Council and Be Strong Families model for Parent Cafe’  | Ongoing  |   |
| <b>LG 3:</b> Implement the mandated statewide strength-based, family-centered practice model as outlined in NC House Bill 630 | A. Monitor, track and incorporate NC DHHS roll-out of information, policy and guidance of the state selected practice model   | Year 4-5 | Work will be done in conjunction with the NC DHHS-Division of Social Services policy roll-out & AMAC Steering Committee |
|   | B. Identify the alignment of the state’s selected practice model with AMAC-CW   | Year 3   |   |
|   | C. Finalize work to establish core components of any practice model i.e., mission, vision, values, practice principles and practice components  | Year 3   | Human Resources Work Group  |
|   | D. Train all agency social work staff and management in child welfare, adult services, domestic violence, and employment on a general overview of a practice model and the agency’s established core components of the practice model in preparation for the statewide implementation | Year 3   |   |

| LEADERSHIP & GOVERNANCE (LG)   |   |          |  |
|--|---|----------|--|
| OBJECTIVES   | ACTIVITIES  | TIMELINE | COMMENTS   |
|  | E. Create and implement a specialized practice model for teens and youth aging out of foster care by adopting, adapting and modifying components of existing evidence-based models  | Year 3   | Child Outcomes Work Group  |
| <b>LG4:</b> Implement the statewide mandates as outlined in the Federal Family First Prevention Services Act (FFPSA) | A. Monitor, track and incorporate Federal HHS and NC DHHS roll-out of information, policy and guidance of the requirements under FFPSA  | Year 3-5 | Work will be done in conjunction with the NC DHHS-Division of Social Services policy roll-out                    |
|  | B. Continue Provider Group meetings and develop strategies to prepare for the tenets and impact of the Family First Prevention Act especially as it relates to congregate care, qualified residential treatment, aftercare support, and candidacy | Ongoing  | Providers in the work group – Children’s Home Society, Falcon Children’s Home, Firm Foundation and Youth Village |
|  | C. Work to support external efforts to develop a continuum of community-based supports and resources that strengthen families and prevent child maltreatment  | Ongoing  |  |



| LEADERSHIP & GOVERNANCE (LG) |  |          |          |
|------------------------------|--|----------|----------|
| OBJECTIVES                   | ACTIVITIES   | TIMELINE | COMMENTS |
|                              | <p>with specific focus on secondary and tertiary prevention (“The House”)</p> <p>D. Continue to support the work of SOARS project and the Triple P countywide implementation for primary prevention (“Front Door”)</p> | Ongoing  |          |

| INFRASTRUCTURE (I)   |   |          |  |
|--|---|----------|--|
| OBJECTIVES   | ACTIVITIES  | TIMELINE | COMMENTS   |
| <b>I1:</b> Ensure all work groups and the Advisory Council are aligned with the strategic direction as outlined in the Leadership & Governance Charter | A. The Project Leadership Team, in collaboration with the Workgroups, will evaluate existing work groups and make necessary changes, revisions and adaptations to ensure alignment with the strategic direction. The Project Leadership Team will engage the Steering Committee in this work. | Ongoing  | Project Leadership Team, Steering Committee, and Workgroups  |
|  | B. Engage external partners in an initiative that aligns, supports or enhances the strategic direction and goals of AMAC ex. District Court Collaborative, SOAR, Workforce Development, Parent Café', Human Trafficking Court   | Ongoing  | The implementation of new state (HB 630) and federal legislation (FFPSA) will influence the work group structure and/or charter. |
|  | C. Develop an agency AMAC-CW culture that includes the cultivation and growth of AMAC-CW Champions who serve on external initiatives that align, support or enhance the strategic direction and goals   | Year 3   |  |

| INFRASTRUCTURE (I)  |   |          |   |
|---|---|----------|---|
| OBJECTIVES  | ACTIVITIES  | TIMELINE | COMMENTS  |
| <b>I2:</b> Improve positive permanency outcomes for children in the child welfare system  | A. Educate staff on social work “practice” to include terminology such as evidenced based, evidence informed and best practice                                    | Year 4   | Child Outcomes Work Group will work collaboratively with all the other work groups as it relates to many of their activities, to include Data Work Group, to monitor the effectiveness of their activities  |
|   | B. Identify the common tenets of evidence-based practice  | Year 3-4 |   |
|   | C. Train staff on identified tenets of evidence-based practice  | Year 3-5 |   |
|   | D. Prepare for, and incorporate, the NC DHHS selected evidence-based practice model   | Year 3-5 |   |
|   | E. Continue engagement with NC DHHS work groups related to Family First Prevention Services Act’s prevention model  | Year 3-5 |   |
| <b>I3:</b> Improve the recruitment, retention and professional development of qualified social workers, especially those whose practice focuses on older youth, through the continued work of the Human Resources Work Group as outlined in their charter and work plan | A. Ensure the professional development activities through an internal learning community for all social work staff as outlined in LG2-A Objectives and Activities | Year 3-5 | Human Resources Work Group will work collaboratively with all the other work groups as it relates to many of their activities, to include Data Work Group, to monitor the effectiveness of their activities |
|   | B. Complete recruitment and professional development activities for social workers in the Transition Unit as outlined in LG2-C Objectives and Activities          | Year 3-5 |   |



| INFRASTRUCTURE (I) |  |          |          |
|--------------------|--|----------|----------|
| OBJECTIVES         | ACTIVITIES   | TIMELINE | COMMENTS |
|                    | C. Ensure the delivery of training on concept of an evidence informed practice concept model for all social workers as outlined in LG3-D Objectives and Activities                                   | Year 3-5 |          |
|                    | D. Develop competencies and ensure the NEOGOV performance evaluation is amended to include new competencies  | Year 3-4 |          |
|                    | E. Continue work with County Management as it relates to the Recruitment and Retention Study Recommendations expected to roll-out by May 31, 2019.   | Year 3   |          |
|                    | F. Continue to develop strategies to address recruitment and retention issues to include training on Multigenerational Workforce, exploring Pitt County DSS New Employee Support Group Program, etc. | Year 3-5 |          |
|                    | G. Continue work with Methodist University to establish a 34-hour DSS social work practicum for BSW students to promote interest in child welfare  | Year 3   |          |
|                    | H. Continue work with Fayetteville State University and UNC-Pembroke as it relates   | Year 3   |          |

| INFRASTRUCTURE (I)  |   |                                 |  |
|---|---|---------------------------------|--|
| OBJECTIVES  | ACTIVITIES  | TIMELINE                        | COMMENTS   |
|   | <p>to the grant application for the National Child Welfare Workforce Initiative</p> <p>I. Explore opportunities to create Apprenticeship Program for youth aging out with Workforce Development, Cumberland County Schools, and Fayetteville Technical College using WIOA funds</p> <p>J. Assist with establishment, and monitor the outcomes for, the implementation of the Geo Social Worker and Traveling Social Worker</p>        | <p>Year 3</p> <p>Year 3-4</p>   |  |
| <p><b>I4:</b> Reduce congregate care and out of county placement of older youth by strengthening kinship care, family foster care, adult connections, guardianship and when appropriate emancipation strategies and foster care resources through the continued work of the Foster Care Recruitment and Retention Work Group as outlined in their charter and work plan</p> | <p>A. Continue to work in collaboration with youth and foster parents to complete the development and implementation of a targeted Foster Parent Recruitment and Retention Plan</p> <p>B. Collaborate with Provider Work Group to understand and implement the tenets of the Family First Prevention Services Act as it relates to congregate care, qualified residential treatment, aftercare support, and candidacy (See LG-4B)</p> | <p>Year 3-5</p> <p>Year 3-5</p> | <p>Foster Care Recruitment and Retention Work Group will work collaboratively with all the other work groups as it relates to many of their activities, to include Data Work Group, to monitor the effectiveness of their activities</p> |

| INFRASTRUCTURE (I)   |  |   |  |
|--|--|---|--|
| OBJECTIVES   | ACTIVITIES   | TIMELINE                                      | COMMENTS   |
|  | C. Work with DSS SET, DSS Budget and Providers as it relates to implementing a performance based contracting system for foster care providers that meet desired youth outcomes related to permanence and self-sufficiency  | Year 4-5                                      |  |
| <b>I5:</b> Continue to enhance the awareness, education and promotion of AMAC both internally and externally | <p>A. Continue conducting presentations and using Share Point &amp; newsletter for internal Work Groups and expand to external stakeholders</p> <p>B. Continue to collect and collate all the Work Group's Progress Report to publish an Annual Report for AMAC-CW</p> <p>C. Implement the AMAC-CW logo</p>                      | <p>Year 3-4</p> <p>Year 3-5</p> <p>Year 3</p> | Communication Work Group will work collaboratively with all the other work groups related to their activities and the Data Work Group related to measuring their effectiveness |
| <b>I6:</b> Improve positive permanency outcomes for older foster youth                                       | <p>A. Create a vision and practice model for child welfare for internal integration of AMAC-CW with an initial focus on aging out foster youth. The Transition Unit will serve as a pilot for AMAC-CW for aging out foster youth.</p> <p>B. Create a youth assessment to determine youth to be served in the Transition Unit</p> | <p>Year 3-4</p> <p>Year 3-4</p>               | Integration Work Group   |



| INFRASTRUCTURE (I) |  |          |          |
|--------------------|--|----------|----------|
| OBJECTIVES         | ACTIVITIES   | TIMELINE | COMMENTS |
|                    | <p>as the pilot for AMAC-CW and aging out foster youth</p> <p>C. Create an aging out youth practice model. Transition Unit will serve a pilot for the development and implementation of the created model.</p> |          |          |

| HYBRID COLLECTIVE IMPACT (HCI)   |  |          |          |
|--|--|----------|----------|
| OBJECTIVES   | ACTIVITIES   | TIMELINE | COMMENTS |
| <b>HCI 1:</b> Continue to ensure regular convening of external stakeholders to promote input, feedback, buy-in, and action toward the AMAC-CW vision and common agenda for sustainable child welfare system change   | <p>A. Integrate practice concept in partner agencies on the AMAC-CW Advisory Council</p> <p>B. Continue to partner with SOAR/Triple P, Pathways to Prosperity &amp; State initiatives to improve prevention efforts for older youth</p> <p>C. Continue to integrate AMAC goals within existing community efforts including the District Court Collaborative</p> <p>D. Incorporate or create opportunities for Advisory Council members and other partners to participate in the AMAC-CW workgroups or specialized groups</p> | Year 3-5 |          |
| <b>HCI2:</b> Create a hybrid approach by using collective impact strategies to engage internal DSS Child Welfare, Adult Services & Employment Program staff to promote input, feedback, buy-in, and action toward the AMAC-CW vision and goals for sustainable system change | <p>A. Continue to provide education and updates to all child welfare and adult services staff regarding AMAC</p> <p>B. Seize opportunities to integrate AMAC-CW initiatives in the agency-wide child welfare and young adult practice</p>  | Ongoing  |          |
| <b>HCI3:</b> Define a set of shared measures and establish mutually reinforcing activities   | <p>A. Continue developing the shared agenda with the Advisory Council and key stakeholders</p>   | Ongoing  |          |

| HYBRID COLLECTIVE IMPACT (HCI)   |   |                             |          |
|--|---|-----------------------------|----------|
| OBJECTIVES   | ACTIVITIES  | TIMELINE                    | COMMENTS |
|  | <p>B. Establish a set of metrics that can be tracked across all the key stakeholders</p> <p>C. Establish a set of shared activities that will improve the lives of Cumberland County's older youth</p>  | <p>Year 5</p> <p>Year 5</p> |          |
| <p><b>HCI4:</b> Seize opportunities for shared learning on best practices across the state that can enhance and/or improve AMAC-CW</p> | <p>A. Develop learning community (partners and stakeholders). Cumberland County specific and Cross county learning community (urban counties Guilford, Wake, Mecklenburg) (can refer to some activities in LG section</p> <p>B. Continue work with Urban Counties (Guilford, Wake &amp; Mecklenburg) regarding overarching concept of AMAC-CW, shared learning and strategies to positively impact the reduction of the state's number of children in foster care thereby improving the state's federal performance measures.</p> |                             |          |



| DATA & ANALYTICS (DA)  |  |          |                 |
|--|--|----------|-----------------|
| OBJECTIVES   | ACTIVITIES   | TIMELINE | COMMENTS        |
| <b>DA1:</b> Continue to leverage administrative data to inform actions and develop sustainable system reform and innovation                                  | A. Convert Data Ad Hoc as full fledge AMAC Work Group and continue work as outlined in their charter and work plan   | Year 3-4 | Data Work Group |
|  | B. A Data Work Group member will serve on each Work Group as a data liaison. The liaison responsibility is to capture the workgroup data and request to prevent duplication of efforts both internally and externally, monitor data collection, and help to create cohesion between the other work groups and the Data Workgroup. Create a data request protocol and data resource list with links for the AMAC Work Groups. | Ongoing  |                 |
|  | C. Create a culture of data analysis and evidence use  | Year 3-4 |                 |
|  | D. Build on the older youth profile that will provide multiple indicators for monitoring and guiding strategic direction of AMAC   | Year 3-4 |                 |
| <b>DA2:</b> Develop an asset map and gap analysis to assess progress towards benchmarks for subpopulations identified through initial interviews & analyses. | A. Data Collection<br>B. Analysis<br>C. Report and presentation  | Year 5   | Data Work Group |

| DATA & ANALYTICS (DA)  |   |          |   |
|--|---|----------|---|
| OBJECTIVES   | ACTIVITIES  | TIMELINE | COMMENTS  |
| <b>DA3:</b> Finalize baseline data.  | A. Establish Data Sharing Agreements (DSA) where necessary  | Year 3   | Data Work Group   |
|  | B. Continue to integrate data into the work groups continuous improvement plans   | Ongoing  |   |
|  | C. Continuation of Root Cause Analysis on metrics identified from year two  | Year 3   |   |
| <b>DA4:</b> Review and redesign CQI processes to use data to inform process towards achieving outcomes established in Year 1 | A. Design CQI process that includes the metrics for AMAC older youth<br>B. Initiate the development of a CQI process that includes the metrics for AMAC older youth<br>C. Ensure alignment with the new older youth practice models | Year 3-5 | Data Work Group and Transition Unit (involve the Integration Workgroup) |
| <b>DA5:</b> Develop guidance for creating an effective and sustainable data management tool                                  | A. Review and discuss Dashboard Development Plan created in Year 2; develop CCDSS recommendations<br>B. Review child welfare dashboards and frameworks from other jurisdictions/states<br>C. Build on the older youth profile       | Year 3-4 | Data Work Group   |

| DATA & ANALYTICS (DA)  |  |          |          |
|--|--|----------|----------|
| OBJECTIVES   | ACTIVITIES   | TIMELINE | COMMENTS |
|  | D. Finalize recommendations  |          |          |
| <b>DA6:</b> Longitudinal tracking kids that age out up to age 21 | A. Establish a process for collecting data for older youth (18-21 year old)<br>B. Establishing older youth benchmarks  | Year 4   |          |
| <b>DA7:</b> Process Evaluation and Context Evaluation (C.I.P.P.) | A. Document efforts and measure implementation progress<br>B. Plan development of tools for monitoring selected aspects of collective impact and activities<br>C. List of initial measures/tools to develop, their intended roles and functions<br>D. Review of activities, outputs, findings, and recommendations with funders and other stakeholders | Year 3-5 |          |



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



## Executive Summary to the Progress Report

*(July 1, 2017 – June 30, 2019)*

## **Introduction**

This progress report provides an overview of A Model Approach for Change in Child Welfare (AMAC-CW) project accomplishments and lessons learned since inception, an update on progress work, and an outline of next steps to move forward.

AMAC-CW is a multi-year hybrid collective impact, systems-change initiative designed to improve outcomes for older youth by improving services before they come in the “front door” to foster care, while they are inside the foster care “house”, and after they exit through the “back door” to adulthood/permanency. The core partners for this initiative are Cumberland County Department of Social Services (CCDSS), Southeastern Workforce Strategies (SWS), and Chapin Hall at the University of Chicago (Chapin Hall). CCDSS is responsible for overall project leadership and strategic guidance and conducts and implements “on-the ground” changes in the social services work. SWS provides overall project management, process improvement/systems change, collaboration of internal and external partners and technical assistance while Chapin Hall provides strategic system change, data analysis and technical assistance, and process evaluation assistance.

The vision of AMAC-CW is that children grow up in households and communities with caring adults, have positive educational and vocational experiences, and benefit from informal and formal community supports that enable them to develop into healthy, socially competent, independent, productive adults. The project goal of AMAC-CW is to use a modified (hybrid) collective impact approach to create a sustainable, replicable model of change that supports the vision and enables reform of the social service system to improve the safety, permanency and well-being of children, youth, and families in Cumberland County and beyond.

## **AMAC-CW History**

CCDSS is undertaking systems change efforts using a modified (hybrid) collective impact approach to improve the outcomes for older youth aged 13 to 21 years. To ensure an effective systems change, the project started with an internal focus on developing and refining a model that engages stakeholders, identifies challenges, and mobilizes change (policy, data, practices, systems integration). This entailed improving CCDSS’s internal support structures available to families to improve children’s well-being and youth outcomes, and examining CCDSS’s services, staffing, and funding within the organization to maximize all resources. Next, the project focused on building collaborative bridges within the agency and with other agencies, provider partners, and community stakeholders. This included establishing project workgroups, convening regularly with the AMAC-CW Advisory Council, and coordinating the agency’s aims and objectives with the project’s vision and goal.

## **Milestones**

### *Leadership & Governance*

AMAC-CW established, and has since revised, a project governance structure and communication plan. Decisions about which workgroups to create were based upon priority outcomes, and the recent decision to create an Integration Workgroup was based on the purpose and goals of the CCDSS Transition Unit and project needs. The communication plan streamlines project communications and documents communication procedures while maximizing project resources. The plan also utilizes a SharePoint site to facilitate information sharing and onboarding of new members.

Additionally, multiple AMAC-CW meetings and retreats provided all project members the time and opportunity to convene, think about, and discuss current work, status updates, and ways to improve project efforts. The retreats also allowed members and leadership to discuss upcoming legislation affecting CCDSS and AMAC-CW, such as the Family First Prevention Services Act (FFPSA); Rylan's Law; and state regionalization, and how the agency will adapt and respond to new practices.

### *Infrastructure*

The workgroups of AMAC-CW include Communications, Human Resources, Foster Care Recruitment and Retention, Stability, Data, and Integration. Each workgroup established a charter inclusive of purpose and aims and created a work plan based on group and project goals, objectives, and resources. The work plan for each of the workgroups aligns with the project work plan in that each workgroup's work plan influences the project work plan just as much as the project work plan influences workgroup's work plans.

Notable work from the Communications workgroup includes:

- development and revision of the project communication plan;
- updates to the governance structure;
- establishing the SharePoint site and training staff on site use;
- creating acronym, term, and code glossaries;
- creating a project newsletter and photo directory;
- leading the project branding logo;
- establishing a "policy-to-project and project-to-policy" feedback loop; and
- handling larger project meeting communications and logistics in coordination with project leadership.

Notable work from the Human Resources workgroup includes:

- identifying performance indicators and gathering CCDSS baseline workforce data;
- examining vacancy, employment, departure, and salary data to improve hiring and staff retention efforts;



- posting and filling crucial CCDSS and AMAC-CW personnel positions; and
- establishing the CCDSS Transition Unit to facilitate older youth's transition out of child services.

Notable work from the Foster Care Recruitment and Retention workgroup includes:

- identifying baseline indicators and sources on CCDSS placements of older youth placements in-county, out-of-county, and out-of-state, and on types of homes available in the county;
- conducting a literature review of successful approaches to recruiting and retaining foster homes for older youth; and
- creating a Cumberland County-targeted Foster Care Recruitment and Retention Plan and at-a-glance pamphlet for foster parent recruitment.

Notable work from the Stability workgroup includes:

- defining common terminology, gathering baseline data, and establishing outcomes and metrics;
- prioritizing youth aged 18 to 21 in the target population outcomes of increased placement stability, rate of permanency, and number of positive exits; and
- developing a LINKS youth survey based on a review evidence-based model literature.

Notable work from the Data Ad Hoc workgroup includes:

- evaluating and periodically reviewing administrative data analyses to establish an older youth target population and to derive appropriate strategies;
- assisting workgroups in understanding and using data accurately and appropriately;
- evaluating data for and creating an internal Older Youth Profile report and presentation;
- assessing the value of external data sources that can enhance knowledge of Cumberland County and children of Cumberland County;
- seeking areas and personnel to build internal capacity in data analytics; and
- establishing a data sharing agreement between Chapin Hall and CCDSS, and other logistical tasks related to data including data transfer protocols.

The Integration Workgroup was established at the end of Year 2 and beginning of Year 3 in the project. They are in the beginning stages of their work.

### *Hybrid Collective Impact*

AMAC-CW created an Advisory Council to provide stakeholders an opportunity to share learning and begin expanding collaboration and partnerships to maximize resources to achieve better outcomes for children. Stakeholders include youth, foster parents, schools, community-based providers, court officials, juvenile justice partners, behavior health care organizations, funders, governing bodies, and other informative partners. The Advisory Council regularly provides external input to and cooperation with the project; convenes “breakout sessions” to

address target outreach and sharing data; and, recently, has begun integration into workgroups as contributory members.

Additionally, with the legislative passing of Families First Prevention Services Act (FFPSA), and its impact on congregate care, the Advisory Council created an AMAC-CW Provider Work Group comprised of family foster homes congregate care, family finding, youth assessment, and permanency innovation service providers that focuses on the tenets of the FFPSA. This workgroup toured a major provider's facilities and discussed the provider's mapping processes of services, created a mapping process of FFPSA, and is engaging NC Department of Health and Human Services Leadership, mental health, youth and other counties as North Carolina begins implementation.

Outside of Cumberland County, AMAC-CW is engaging partners to discuss federal and state legislation and improve practice. Two important partners are Mecklenburg County and Guilford County. Mecklenburg County has shared their Safe Measures, a child welfare reporting application that uses analytics to help child welfare agencies achieve better outcomes, improve service, and operate more effectively. Guilford County has explored and is using the AMAC-CW approach to address kinship placements. These learning opportunities will allow project leadership to consider the implications of using and feasibility of implementing case management data differently.

### *Data Analytics*

The use of data and evidence is crucial for systems change and AMAC-CW, so the project began with an analysis of publicly available administrative data shortly after project implementation. This administrative data analysis led to the selection of project priority outcomes and target population of older youth. Since then, the project has undertaken a profile analysis of youth aged 13 to 17-years-old in care in Cumberland County. The older youth profile and presentation addressed the issues these youth face while in care, e.g. placement instability and longer stays, and the environment of Cumberland County at large that could potentially affect older youth as they transition into adulthood. These larger issues include demographic and economic conditions and opportunities as well as health status of the population. Additionally, a Data Sharing Agreement between CCDSS and Chapin Hall is near finalization so future data efforts can include the agency's data.

In an effort to inform AMAC-CW efforts and assess implementation benchmarks and measures across objectives, the first phase of the project's evaluation process review was conducted and included successes, challenges, impacts, and lessons learned during the first two years. An Annie E. Casey Foundation Leaders in Equitable Evaluation and Diversity (LEEAD) scholar seasoned in research, evaluation, and data assisted in the evaluation process review including refining strategies, tools, and documentation. The evaluation process review was a multiple component evaluation design that included document synthesis and analysis; evidence and practice review; semi-structured interviews; and a review of publicly available administrative data. Preliminary

findings of the initial review phase included the topics of conditions for effectiveness; key drivers of implementation; workgroup development; observations of successes, equity, and lessons learned; and recommendations for improvements.

## **Lessons Learned**

AMAC-CW made great strides in project efforts during the first two years of implementation, which were full of learning opportunities and pivoting points for change. Project workgroups learned the strains and frustrations that come when communication is not streamlined and when members do not participate. To address these concerns, project leadership adjusted meeting schedules to provide workgroups the opportunity to convene prior to monthly Steering Committee meetings and are meeting with individual members struggling to fulfill their project duties. Additionally, the Communications Workgroup was delegated to handle project communication logistics for at-large meetings to ensure members are informed and prepared. Project leads also meet more frequently to discuss upcoming events and resolutions for current issues.

Externally, AMAC-CW faced a setback with the impact of Hurricane Florence on the community and state. However, project leadership and members were able to re-focus and continue project implementation after an all-members reinvigoration retreat. This led to the recognition of the importance of all-member retreats and an understanding of how best to handle future disruptive events.

## **Moving Forward**

AMAC-CW is a multi-year hybrid collective impact, systems-change initiative designed to improve outcomes for older youth by improving services before they come in the front door to foster care, while they are inside the foster care “house,” and after they exit through the back door to adulthood/permanency. To accomplish this, CCDSS, SWS, and Chapin Hall will focus on project objectives and activities (see AMAC-CW Logic/Conceptual Model, Strategic Plan, and “House” Prevention Framework for additional detail).

Additionally, the AMAC-CW evaluation process will be continued to provide feedback and evidence related to project development in the fullness of system reform; local contextual factors that support or challenge implementation; implementation alignment, quality, successes, and barriers; evidence of change in quantitative practice measures; and key lessons learned.

The CCDSS Director will continue to serve as a senior leader of the collaborative effort. The Assistant Directors of Children and Adult Services will continue to co-lead the initiative in consultation with the Director, SWS and Chapin Hall. SWS will continue to be lead partner, working locally with CCDSS and acting as the project manager, and continue to engage community stakeholders, gather information, coordinate and convene, and document efforts. SWS will also assist in guiding the implementation of AMAC-CW and replicable change



initiative. Chapin Hall will continue to advise and monitor implementation and lead the research, data analytics and technical assistance, and process evaluation to inform policy and practice.



## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/3/2020**

**SUBJECT: COMMUNITY WASTE REDUCTION AND RECYCLING GRANT FOR  
CONCRETE PAD FOR SHINGLE RECYCLING AND BUDGET  
ORDINANCE AMENDMENT BR# 210030**

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

**Presenter(s): AMANDA L. BADER, PE, DIRECTOR OF SOLID WASTE**

### **BACKGROUND**

The North Carolina Department of Environmental Quality, Division of Environmental Assistance and Customer Service (DEACS) offers an annual community waste reduction and recycling (CWRAR) Grant Round. DEACS seeks to support a range of projects that help public recycling programs build capacity to divert materials from the waste stream or that help increase public awareness of waste reduction and recycling. Cumberland County Solid Waste submitted a grant application to construct a concrete pad for shingle recycling at the Ann Street Landfill. The County has been recycling shingles at the Ann Street Landfill since 2004. The Ann Street Landfill needs more space and a different location for the shingles. We plan to co-locate the shingle recycling area with the concrete recycling area.

Cumberland County was awarded a grant in the amount of \$40,000 for this project. The total project cost is \$57,157. The County contribution is \$17,157.

### **RECOMMENDATION / PROPOSED ACTION**

The Solid Waste Director and County Management recommend that the proposed actions below be placed on the August 17, 2020 Board of Commissioners' agenda as a consent item:

1. Accept the grant award for the Concrete Pad for Shingle Recycling at Ann Street Landfill and direct staff to execute the grant agreement with DEQ for the 2020 CWRAR Grant.
2. Approve Budget Ordinance Amendment # BR 210030 in the amount of \$57,157 to fund the construction of the Concrete Pad for Shingle Recycling at Ann Street Landfill.

**ATTACHMENTS:**

| Description     | Type            |
|-----------------|-----------------|
| Grant Agreement | Backup Material |



STATE OF NORTH CAROLINA  
COUNTY OF WAKE

GRANTEE'S FEDERAL  
IDENTIFICATION  
NUMBER: \*\*0291

## **North Carolina Department of Environmental Quality Financial Assistance Agreement**

This financial assistance agreement is hereby made and entered into this **1<sup>st</sup> day of July 2020**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **CUMBERLAND COUNTY** (the "Grantee"<sup>1</sup>).

- 1. Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
- 2. Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
  - a. State's General Terms and Conditions (Attachment A)
  - b. Department's Request for Proposal ("RFP") (Attachment B)
  - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
  - d. Notice of Certain Reporting and Audit Requirements (Attachment D)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

- 3. Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 4. Contract Period.** This Agreement shall be effective from **07/01/2020** to **06/30/2021**, inclusive of those dates.
- 5. Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
  - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
  - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

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<sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

**GRANT CONTRACT NO. 8168**  
**Cumberland County 2020 CWRAR Grant**

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

- 6. Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

- 7. Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
- 8. Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **FORTY THOUSAND DOLLARS (\$40,000.00)** (the "Total Award Amount"). This amount consists of:

*Funding:*

| Type of Funds  | Funding Source | CFDA No. |
|----------------|----------------|----------|
| Appropriations | State          | NA       |

*Account Coding Information:*

| Dollars     | GL Company | GL Account | GL Center |
|-------------|------------|------------|-----------|
| \$40,000.00 | 1602       | 536961     | 6760      |

*Grantee Matching Information:*

- ☐ a. There are no matching requirements from the Grantee.
- ☐ b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

|  |                  |    |
|--|------------------|----|
|  | In-Kind          | \$ |
|  | Cash             | \$ |
|  | Cash and In-Kind | \$ |
|  |                  |    |
|  | Other / Specify: | \$ |

- ☒ c. The Grantee's matching requirement is **\$17,157.00**, which shall consist of:

|   |                  |             |
|---|------------------|-------------|
|   | In-Kind          | \$          |
| X | Cash             | \$17,157.00 |
|   | Cash and In-Kind | \$          |
|   |                  |             |
|   | Other / Specify: | \$          |

- ☐ d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$57,157.00**.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
- The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
  - The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.



- 14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

| <b>Grantee Contract Administrator</b>   | <b>Department's Contract Administrator</b>   |
|---|--|
| Amanda Bader, Solid Waste Director<br>Cumberland County Solid Waste<br>68 Ann Street<br>Fayetteville, NC 28301<br>Telephone: 910-438-4041<br>Fax: 910-321-6840<br>Email: abader@co.cumberland.nc.us | David Hance<br>NC DEQ DEACS<br>1639 Mail Service Center<br>Raleigh, NC 27699<br>Telephone: 919-707-8122<br>Email: david.hance@ncdenr.gov |

- 15. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16. Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
  - In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
  - The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 17. Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 18. Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied

**GRANT CONTRACT NO. 8168**  
**Cumberland County 2020 CWRAR Grant**

the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

**CUMBERLAND COUNTY**

**NORTH CAROLINA DEPARTMENT OF  
ENVIRONMENTAL QUALITY**

By \_\_\_\_\_  
Grantee's Signature

By \_\_\_\_\_  
Signature of Department Head or Authorized Agent

\_\_\_\_\_  
Printed Name and Title

Tommy Kirby, Purchasing Director  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Organization

Financial Services Division, Purchasing and Contracts Section  
Division/Section

**ORIGINAL**

## General Terms and Conditions Governmental Entities

### DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.



(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

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

**Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

**Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

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

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

### Indemnity

**Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

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

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

### **Default and Termination**

**Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

**Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

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

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

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

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

### **Confidentiality**

**Confidentiality:** As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

**Time Records:** The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

### Miscellaneous

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

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

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

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

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

**Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

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

**Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

**Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.



**By Executive Order 24, issued by Governor Perdue, and N.C.**

**G.S. § 133-32:** It is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

# 2020 Community Waste Reduction and Recycling Grant Program

## REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality  
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that request grant funding to help initiate or expand public waste reduction programs within the state. **Applicants should carefully read this entire RFP prior to submitting a proposal. Proposals must be received by DEACS by 5:00 p.m. on Thursday, February 20, 2020.** Please address any questions about this grant program to Sandy Skolochenko at (919) 707-8147, [sandy.skolochenko@ncdenr.gov](mailto:sandy.skolochenko@ncdenr.gov).

### **Community Waste Reduction and Recycling Grant Program Parameters:**

The 2020 Community Waste Reduction and Recycling (CWRAR) Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or that increase public awareness of waste reduction and recycling. There are two categories of CWRAR Grants for 2020: Standard Project Grants and Priority Project Grants. Different levels of grant funding are available for each project category. See the Available Funding section for more information.

### **Standard Project Grants:**

Standard Project Grants support a wide range of projects that increase and / or enhance public waste reduction and recycling. Standard Projects may include but are not limited to:

- Projects that significantly increase a community's overall diversion of materials from the solid waste stream;
- Projects that improve recycling program efficiency and/or cost effectiveness;
- Projects that increase the diversion of materials that are banned from disposal in North Carolina;
- Projects that implement new or expand existing curbside recycling programs or that help transition a curbside recycling program from collection using bins or blue-bags to a cart-based collection system;
- Projects that implement recycling programs for mercury-containing products such as fluorescent bulbs and mercury thermostats; or projects that implement new or expand existing permanent household hazardous waste (HHW) programs.
- Projects that implement education and outreach to reduce contamination in the recycling stream and improve material quality. If seeking funding for recycling education, please see additional provisions in the Special Requirements section.
- Projects that implement or expand public school recycling programs. If seeking funding for public school recycling, please see additional provisions in the Special Requirements section;
- Projects that increase the efficiency or effectiveness of public electronics recycling programs. If seeking funding for electronics recycling, please see additional provisions in the Special Requirements section.
- Projects that create or expand away-from-home recycling opportunities such as recycling infrastructure for parks, sports fields, streetscape / pedestrian recycling, and / or recycling at public venues. If seeking funding for away-from-home recycling, please see additional provisions in the Special Requirements section;

### **Priority Project Grants:**

Priority Project Grants support investments in public recycling program areas that have been determined by the state recycling program to be of particular importance to growing and expanding efficient and effective waste reduction and recycling services throughout North Carolina.

Proposals that seek funding for the following Priority Projects are strongly encouraged:

- Projects that fund outreach enforcement efforts (e.g., tagging program) to reduce contamination in the recycling stream and improve material quality. If seeking funding for educational enforcement efforts, please see additional provisions in the Special Requirements section.
- Projects that implement or expand recycling programs to collect and manage food waste from residential or commercial sources.
- Projects that implement or expand Construction and Demolition recycling efforts to divert materials such as concrete, unpainted/untreated wood, asphalt (from roads and shingles), gypsum, metals, brick, glass, plastics, carpet, or salvaged building materials from landfill disposal.

### **Available Funding:**

#### **Grant Award Amounts:**

- **Standard Project:** Applicants are eligible for a Standard Project grant award of up to **\$30,000**.
- **Priority Project:** Applicants are eligible for a Priority Project grant award of up to **\$40,000**.

Communities preparing proposals for a 2020 CWRAR Grant are strongly encouraged to contact Sandy Skolochenko at (919) 707-8147, [sandy.skolochenko@ncdenr.gov](mailto:sandy.skolochenko@ncdenr.gov) or Mel Gilles (for education and outreach projects) at (919) 707-8127, [mel.gilles@ncdenr.gov](mailto:mel.gilles@ncdenr.gov). These staff are available to discuss potential grant projects and provide technical assistance and advice prior to submitting a grant proposal.

### **Cash Match Requirement:**

**Required Cash Match:** CWRAR grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee requesting a \$20,000 grant must match at least \$4,000 with local funds for a total project cost of \$24,000.

**Calculating Cash Match:** To determine the necessary cash match for any grant project, first determine the total budget associated with the project and then use the following equation:  $\text{total project budget} \div 6 = \text{required cash match}$ .

Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

### **Grant Project Planning:**

Available funding is limited and it is anticipated that the 2020 CWRAR Grant Round will be highly competitive. For this reason, it is important that project seeking grant funding be well thought out and well planned, and that applicants follow the instructions in this RFP when preparing proposals by providing all information as outlined in the Required Proposal Format section. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

### **Use of Grant Funds:**

Examples of **approved uses** of CWRAR Grant funds include site development costs, construction of facilities to handle recyclable materials, equipment purchases, equipment installation costs, key recycling program components, public awareness programs and materials that support public education such as signs or brochures.



Grant funds **MAY NOT** be used include employee salaries, land acquisition costs, administrative expenses such as overhead, utility costs, studies or work performed by consultants, contracted collection costs, and / or payment for other contracted recycling services such as payment to a vendor for operating a household hazardous waste collection event.

If you have questions about eligible uses of grant funds, please contact Sandy Skolochenko at (919)-707-8147 or [sandy.skolochenko@ncdenr.gov](mailto:sandy.skolochenko@ncdenr.gov) for more information.

#### **Eligible Entities:**

- Local governments, defined as counties, municipalities, councils of governments and solid waste authorities in North Carolina, are eligible to apply for funding from the CWRAR Grant Program.
- Former grantees are eligible to apply. Applicants with an **open 2019 CWRAR Grant contract** must have invoiced for 90% of eligible grant funds by the proposal due date (February 20, 2020). Proposals **will not** be accepted from applicants with an open CWRAR Grant from cycles prior to 2019.
- Federal and state agencies **are not eligible** for funding through this grant program.
- Public universities, community colleges and private colleges and universities **are not eligible** for funding through this grant program.
- Not-for-profit entities **are not eligible** for funding through this grant program; however, these entities are eligible for funding through the Recycling Business Development Grant Round. Contact Sandy Skolochenko at (919) 707-8147 or [sandy.skolochenko@ncdenr.gov](mailto:sandy.skolochenko@ncdenr.gov) for more information.
- Public school systems and individual public schools **are not eligible** to apply directly for funding through this grant program. **However**, local governments (counties or municipalities) may apply for funding to support public school recycling projects - see Special Requirements section below.

#### **Conditions on Submittals:**

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.** Grant proposals may combine funding requests for multiple types of projects into one proposal. The available funding limits still apply and total request may not exceed the grant award amounts noted in the Available Funding section.
- Multi-party initiatives such as joint projects involving two or more local governments where each local government contributes towards project funding are strongly encouraged. Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Any outstanding NOV must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOV are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOV has been corrected before a grant contract can be initiated.
- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.
- As a condition of grant award, DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Initial proposals must be received by the due date. Changes to proposals may include adjustments to project scope, project budget, project timeline and / or other elements of the proposal. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Final CWRAR Proposal will become an attachment to the grant contract.
- The annual CWRAR Grant cycle typically receives funding requests that exceed available funds. However, it is a priority for DEACS to support as many qualifying projects as possible. After close examination of funding requests and subject to agreement with the applicant, DEACS may award

grant amounts lower than the original request. For any amount awarded, grantees must still provide the required cash match as explained in the Cash Match Requirement section.

### **General Requirements:**

General requirements for all applicants:

- Usage of N.C. Solid Waste Disposal Tax proceeds: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to G.S. § 105-187.63, these funds must be used by a city or county solely for solid waste management programs and services. CWRAR Grant applicants must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services. In addition to this written certification, applicants should describe how disposal tax funds are utilized and whether proceeds will be used to supply matching funds.
- Public Building Recycling Services: CWRAR Grants will not be awarded to applicants that do not have recycling services for cans, bottles and paper available at their government buildings. As part of the grant proposal, all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of government business. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: G.S. § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services. For more information about these requirements and / or for assistance implementing a mercury products recycling program please contact Sandy Skolochenko at 919-707-8147, [sandy.skolochenko@ncdenr.gov](mailto:sandy.skolochenko@ncdenr.gov)

### **Special Requirements:**

Applicants seeking funding for recycling education, public school recycling, away-from-home recycling and/or electronics recycling **MUST** address the following Special Requirement(s) in their submitted proposal.

- **Special Requirements for Recycling Education/Enforcement Projects:** Applicants should contact DEACS Recycling Outreach Specialist, Mel Gilles at (919) 707-8127, [mel.gilles@ncdenr.gov](mailto:mel.gilles@ncdenr.gov), to discuss project before applying.
  1. Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated). If the grant application is for regional outreach materials, all local governments or entities participating must agree on a common list of materials for recycling and provide that common accepted list with the grant application.
  2. If the grant application is for regional outreach materials, a letter of agreement and support must be provided by each local government or entity participating in the proposed grant project. Each participating entity should establish and provide a designated recycling contact for project coordination.
  3. Identify the primary message of the outreach effort.
  4. Indicate whether you will be using your own design or if you will be using DEACS customizable design services. <https://deq.nc.gov/conservation/recycling/general-recycling-information/customized-outreach-materials>
  5. Supply mock-ups or example graphics for the outreach materials, enforcement tags, or ads. Are your materials dependent on words or images?

6. If the grant is awarded:
  - Discuss the material design with your assigned DEACS grant manager as soon as possible to ensure clear communication about the project content and timing.
  - Documents must be submitted for review prior to printing or execution. Reviews may take up to two weeks, so plan accordingly and submit well in advance of printing (not days before going to print). It is often helpful to submit an initial draft for early feedback.
  - Post your community's accepted recyclables list online.
  - Program changes can affect the grant and messaging. Inform DEACS immediately if program changes occur to determine if a contract amendment is needed.
- **Special Requirements for Public School Recycling Projects:** Local governments may apply for funding to support public school recycling projects, but **must** provide the supplemental information outlined below to ensure that all necessary school recycling program elements are addressed and to help demonstrate project planning. This is a competitive grant program and projects that institute or expand a system-wide school recycling program will compete better than projects that only serve an individual school. Eligible grant projects may seek funding for equipment (such as bins and roll carts) and/or education materials. As with other CWRAR projects, administrative expenses, staff salaries and contract collection costs are not eligible for grant funding nor can they be used as matching funds. If a public school system will be contributing funds towards the implementation of a recycling grant project, these funds should be paid to the state grantee in order to ensure that the state grantee makes the purchases associated with the grant project. All purchases associated with a grant project must be made by the grantee. Purchases made directly by a public school system shall not be eligible for reimbursement. Please contact Mel Gilles at 919-707-8127, [mel.gilles@ncdenr.gov](mailto:mel.gilles@ncdenr.gov) for information or assistance with public school recycling projects.

**School Recycling Supplemental Requirements:**

1. Describe the existing school recycling program (if any) that is available in the school system associated with the grant project. The description should include the following items:
  - Indicate whether recycling service is available to *all* schools within the district or only to certain schools within the district.
  - If recycling collection presently exists or if this project implements a new school recycling service, then please indicate the recycling service provider (e.g. indicate whether the collection of recyclables is provided by public school system employees, by a specific local government, or through a contracted or third-party service provider).
  - Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated).
  - Indicate where the recyclables are going after they are collected (provide the name of the materials processor).
2. List all of the public agencies and/or departments that collaborate to assist with or operate the school recycling program and list the role of each entity. Examples could include the local educational authority (school district), municipal and/or county solid waste management departments. Ideally, a holistic school system recycling program should include cooperation between the community's public recycling program and the public school system.
3. If a system-wide school recycling program is in place, explain if and how this grant will expand recycling throughout the school system and note whether this grant project is part of a phased plan.
4. A designated recycling contact should be established for each school facility participating in the recycling program. Examples of designated contacts might include school facility manager, head custodian, the faculty coordinator or leader of a group or club, the principal,



or school administrator. Please provide a list of schools to be served by this project and the designated recycling contact for each school including the name and title of the designated contact.

5. Indicate the locations where recycling containers are or will be placed at the school facilities (e.g. classrooms, cafeterias, hallways, athletic fields, administrative offices, library, copy rooms, etc.).
  6. Indicate who will be responsible for emptying the recycling containers (e.g. custodian / cleaning staff, teachers, students, student groups, etc.).
  7. Provide a plan for promoting recycling within the schools impacted by the grant project as well as a plan for educating staff and students about the program.
- **Electronics Recycling Projects:** Any community seeking grant funds related to an electronics recycling related project must indicate in their proposal whether the local government has ever received funds distributed from the State's Electronics Management Program. For more information on eligibility for Electronics Management Program Funds see this web site: <http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/electronics-management/nc-local-governments-info-page>. If the local government has received Electronics Management Fund distributions in the past, then the applicant must include information in its proposal about how those funds have been used and about how the community intends to use the funds that will be distributed in February 2020 and February 2021.

Successful **county** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State's Electronics Management Program will be required to become eligible for Electronics Management Funds on or before December 31, 2020 as a precondition of receipt of CWRAR Grant funds.

Successful **municipal** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State's Electronics Management Program must decide whether or not to make themselves eligible for Electronics Management Funds prior to the December 31, 2020 eligibility deadline. This decision should be made in consultation with the county where the municipality is located and should be based on how the distribution of funds can best serve the advancement of electronics recycling within the community. If it is determined that the municipality should seek Electronics Management Funds, the municipality should take action to become eligible for funds on or before December 31, 2020.

- **Away-From-Home Recycling Projects:** Grant funds for away-from-home recycling projects can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables, then the standard cash matching fund requirement will be adjusted so that the applicant (grantee) covers the full cost of the waste portion of the container with their matching funds. For example, if a community seeks to purchase a combo waste / recycling station that has one slot for garbage and one for recyclables and the receptacle costs \$1,000 then the applicant will be expected to provide a cash match equal to one half of the purchase price, or \$500. If seeking funding for an away-from-home recycling project, please indicate in the Special Requirements section of the proposal whether any of the equipment to be purchased will be used to collect waste materials that are intended to be disposed of in a landfill.

In addition, applicants for away-from-home related grant projects are strongly encouraged to specify which particular recycling receptacles are being considered for purchase as a part of their proposal. For assistance with and guidance on the selection of recycling receptacles, please contact Mel Gilles at 919-707-8127 or [mel.gilles@ncdenr.gov](mailto:mel.gilles@ncdenr.gov).

### **Grant Project Period / Funding Period:**

Successful grant applicants will be required to enter into a grant contract with the N.C. Department of Environmental Quality (DEQ). The resultant grant contract period is intended to align with the local government fiscal year and will generally have a one (1) year contract long term. Grantees must expend funds within the year-long contract period unless the grant contract end date is extended by written agreement between the applicant and the DEQ. Extensions are possible but not guaranteed. It is anticipated that grant contracts resulting from this grant cycle will begin on July 1, 2020 and end on June 30, 2021. **All purchases associated with grant funds must be made within the grant contract period. Any purchased made prior to the start of the grant contract or after the end date of the grant contract will not be eligible for reimbursement.**

### **Proposal Due Date:**

Proposals **MUST** be received by DEACS by **5:00 p.m. on Thursday, February 20, 2020**. Any proposals received after the deadline will not be considered. Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline. **Late proposals will not be accepted.**

### **How to Submit Proposals:**

**One electronic copy** of the proposal must be submitted by email to [sandy.skolochenko@ncdenr.gov](mailto:sandy.skolochenko@ncdenr.gov). Receipt of all acceptable proposals will be acknowledged by e-mail. ***If you do not receive a confirmation, contact Sandy Skolochenko at [sandy.skolochenko@ncdenr.gov](mailto:sandy.skolochenko@ncdenr.gov) or 919-707-8147 as soon as possible.*** It is the responsibility of anyone submitting a proposal to contact DEACS if they do not receive a confirmation. No arrangements will be made for lost applications after the due date. Please submit electronic versions of proposals as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of a grant proposal presents a hardship, please contact Sandy Skolochenko to discuss submittal options.

### **Required Proposal Format:**

The following outline indicates what applicants **must** include in their proposal for their application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow the following format may not compete well and may not be considered for funding.

- Project Title
- Applicant Contact Information: to include the following:
  - ✓ Name and title of main contact
  - ✓ Organization
  - ✓ Address
  - ✓ Phone number
  - ✓ Fax number
  - ✓ E-mail address
- Date of Proposal Submittal: this should be the date the proposal is submitted to DEACS
- General Requirements: (see General Requirements section for more information)
  - ✓ Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.
  - ✓ Written statement indicating that the applicant has recycling services for cans, bottles and paper available at the key government buildings and a list of the materials collected.
  - ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.
- Project Description: Provide responses to each of the following prompts below. Applicants are encouraged to provide a clear project description and consider the Award Criteria as they describe the project elements.

1. Describe the proposed project and identify specifically what items (and how many) you intend to purchase with grant funds.  
*(Planning: 0-20 points; Priority Project: 0-10 points)*
  2. What is the anticipated service life for the items or materials to be purchased with grant funds? Estimate how long the project will continue to serve the community and how you will sustain the project after the grant ends.  
*(Planning: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)*
  3. How does the proposed project address a specific recycling need for the community? Will the grant project will create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service?  
*(Demonstration of Need: 0-20 points)*
  4. How many households or businesses will be impacted by or have access to the recycling services associated with the proposed project?  
*(Demonstration of Need: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)*
  5. Estimate the number of tons of waste expected to be reduced annual as a result of the proposed project.  
*(Waste Reduction Impact: 0-25 points)*
  6. Describe any partnerships associated with the proposed project. Please include documentation of support from any partner entities.  
*(Joint Effort: 0-5 points)*
- **Special Requirements:** Proposals for recycling education, school recycling, electronics recycling or away-from-home recycling must include additional information as stipulated in the Special Requirements section.
  - **Project Timeline:** Bulleted list showing project milestones and general implementation dates. Timeline must begin on or after July 1, 2020 and project must be complete by June 30, 2021.
  - **Project Budget:** to include the following:
    - ✓ Itemized list of intended expenditures and estimated costs;
    - ✓ Total project cost with breakdown of funding requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements);
    - ✓ Please submit the Project Budget in a table following the example shown below:

| Project Elements                                 | Estimated Cost            |                          |                             |
|--|---------------------------|--------------------------|-----------------------------|
| Recycling Carts for Commercial Recycling Program | \$ 10,500                 |                          |                             |
| Labels for Carts and Signs for Recycling Sites   | \$ 900                    |                          |                             |
| Program Brochures (Design and Printing)          | \$ 600                    |                          |                             |
| <b>Project Budget</b>                            | <b>Total Project Cost</b> | <b>State Grant Award</b> | <b>Applicant Cash Match</b> |
| <b>Total</b>                                     | <b>\$ 12,000</b>          | <b>\$ 10,000</b>         | <b>\$ 2,000</b>             |

\* Note about Project Budgets: state and local sales taxes **are not** reimbursable expenditures and should not be included as part of grant budgets.

### **Grant Selection Process:**

Through a blind evaluation process, a selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements should be made by April 2020.



### **Award Criteria:**

Applicants are encouraged to consider the following Award Criteria as they develop their grant proposals. A total of 100 points is available.

1. **Demonstration of Need (0-20 points):** Does the proposed project address a specific equipment, educational, or infrastructure need for the community?
2. **Planning (0-20 points):** Did the Project Description include all necessary elements as outlined in the Required Proposal Format? Is the proposal well thought out, well researched and backed by valid facts and assumptions? Is the project consistent with recycling industry Best Management Practices?
3. **Waste Reduction Impact (0-25 points):** Will the project contribute substantially toward reduction of the local waste stream or will it substantially increase tonnage recovered through recycling services? Will the project improve the material quality in the recycling stream by reducing contaminants?
4. **Efficiency / Cost-effectiveness (0-20 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing recycling service? Does the project reduce the operating cost of a current recycling service or does it adopt practices proven to be cost effective in other communities? Does the project make investments that will continue to serve the community for years to come?
5. **Joint Effort (0 or 5 points):** One-party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
6. **Priority Project★ (0-10 points):** Is the project seeking funding for a Priority Project Grant? To what extent does the project support investments in one of the Priority Project Grant categories?

### **If A Proposal is Selected for Funding:**

DEACS anticipates that applicants selected to receive grant funding will be notified by the end of April 2020. DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer of grant funding is accepted:

- DEACS will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).
- When DEACS requires revisions to the initially submitted proposal as a condition of grant award, DEACS and the applicant must both agree on the revisions to the proposal and the applicant must approve any changes and accept the offered grant in writing. The Final Proposal will become an attachment to the grant contract. Applicants who fail meet this requirement will not be awarded funding.
- Successful applicants will be required to register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system please visit the following link: <http://eprocurement.nc.gov/>.
- DEACS will submit a request through the DEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

**NOTE: Successful applicants that make purchases before a grant contract is signed by both DEQ and the grant recipient will not be reimbursed.**

### **Other General Terms and Conditions:**

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications:** all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Final reports:** a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. All applicants are strongly encouraged to visit the

following web site to review the final reporting format and guidelines:

<https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments>.

- **Extensions / Amendments:** no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (60) days prior to the contract end date.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has completed purchases associated with the grant project. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. **State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests.** The amount of actual grant payments may be prorated for projects and / or project elements that come in under budget.
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final report has been received by DEACS. The final report must be received and approved prior to the end date of the contract.

#### **A Final Word on Grant Writing:**

Proposals may receive low scores or even be rejected because applicants fail to follow the instructions outlined in this document. Applicants stand a better chance of success if they include all of the required components of a proposal and if they follow the Required Proposal Format. Project Descriptions should be clear, concise, and should demonstrate thoughtful planning. Poorly prepared proposals create uncertainty about the project goals and intended results. Clear details will provide grant proposal reviewers confidence about the viability and feasibility of a proposal. Applicants with questions are encouraged to contact DEACS for more information.



## CUMBERLAND COUNTY NORTH CAROLINA

### Solid Waste Management

February 20, 2020

Ms. Sandy Skolochenko  
Division of Environmental Assistance and Outreach  
North Carolina Department of Environment and Natural Resources  
1639 Mail Service Center, Raleigh, NC 27699-1639

RE: 2020 Community Waste Reduction and Recycling Grants  
Concrete Pad for Recycling Shingles at Ann Street Landfill

Dear Selection Committee:

We are pleased to submit a proposal for the 2020 Community Waste Reduction and Recycling Grants. Cumberland County would like to construct a concrete pad for handling shingles at the Ann Street landfill.

Project Title: Shingles Recycling Pad

Applicant Contact Information: Cumberland County Solid Waste  
Amanda Bader, PE, Solid Waste Director  
698 Ann Street  
Fayetteville, NC 28301  
Phone No. 910-438-4041  
Fax No. 910-321-6840  
Cumberland County Tax ID: xx-xxxx291

Date of Proposal Submittal: **February 20, 2020**

General Requirements:

1. NC Solid Waste Disposal Tax Statement

NC Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes. Funds are deposited into the solid waste enterprise fund as revenue. These funds are used to support expenditures including operational costs and capital expenditures.

2. Recycling Services at Government Buildings Statement

Cumberland County has recycling services available at the key government buildings. Recycling services offered include cardboard, aluminum, plastic, paper, and glass. The County provides paper shredding and recycling services for County departments as needed.



### 3. Fluorescent Bulbs and Thermostats Recycling Statement

Cumberland County Facilities Maintenance operates a recycling program for spent fluorescent bulbs and thermostats containing mercury generated from public buildings.

Project Description:

Cumberland County is seeking a Special Large Priority Grant for our shingles recycling program. Cumberland County Solid Waste first began accepting clean shingles in 2004. Initially, the County received compensation for recycled shingles in addition to tipping fees. The recycling contractor paid the county as much as \$16/ton. This compensation has dwindled over the years. In the current fiscal year, we do not collect any money for the sale of recycled shingles, but we do not have transportation costs for the shingles. Our recycling contractor, Barnhill, hauls the shingles for recycling. Our tipping fee for shingles is \$18/ton, which is less than the Construction & Demolition (C&D) rate of \$36/ton.

Since 2004, Cumberland County has diverted 16,412 tons of shingles from the C&D landfill. We recognize the need to continue recycling shingles to save space in the C&D landfill. With the value of recycled shingles declining, our contractor only mobilizes when we are full. We need a larger space, and we need a new location. As we are making improvements to our new convenience center at Ann Street, we need to move the shingles recycling area. We want to continue the program and are seeking funding to maintain the program. We have recently cleaned out our concrete crushing area by crushing the material and using it on site and at Wilkes Road for haul road subbase. We would like to co-locate the concrete and shingles recycling in this area. This area will be more visible to customers using the C&D and MSW landfills, whereas before, the shingles were hidden behind the old baling facility. Recycled crushed concrete will be used for the subbase of the concrete pad. The concrete pad will have a life expectancy of over 20 years.

The following table lists the historical tonnage and revenue that we have received from shingles recycling over the past several years.

| Fiscal Year | Tonnage | Revenue  |
|-------------|---------|----------|
| 2015        | 789     | \$12,130 |
| 2016        | 1,419   | \$22,712 |
| 2017        | 1,904   | \$11,425 |
| 2018        | 793     | \$4,756  |
| 2019        | 1,116   | \$1,116  |

Grant Project Timeline: The following schedule assumes a start date of July 1, 2020.

- December 1, 2020: All construction including grading, construction, and curing of the concrete pad completed. Begin using the concrete slab for shingles management;
- June 30, 2021: Final report and final reimbursement submitted and approved on or before this date.

Project Budget:

| Description         | State Grant Award | Applicant Cash Match | Project Total   |
|---------------------|-------------------|----------------------|-----------------|
| Concrete Pad        |                   |                      | \$45,157        |
| Concrete Bin Blocks |                   |                      | \$12,000        |
| <b>Total</b>        | <b>\$40,000</b>   | <b>\$17,157</b>      | <b>\$57,157</b> |

We appreciate your consideration and look forward to responding to any questions or comments you may have.

Sincerely,



Amanda L. Bader, PE  
Solid Waste Director

Attachment: Quote for Concrete Pad

January 29, 2020

Attn: Dave Roberts

From: Joselino Salas with A1 Custom Concrete

Cost: \$18,000 Concrete Labor and Rebar

\$27,578.97 4000 PSI with Air/Fiber Concrete Material and Boom Pump (provided by Quality Concrete)

4000 PSI Total: \$45,578.97

Description: This is for labor and material to include rebar for a 50' wide, 125' deep, and 8" thick exterior concrete pad. The rebar priced is a #4 all at 1ft on center. This is for the setup, prep, and placement of a turnkey job for concrete pad.

## Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

### Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

### Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.





## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/3/2020**

**SUBJECT: NORTH CAROLINA (NC) PHASE 1 VOLKSWAGEN (VW) MITIGATION PROGRAM GRANT FOR REPLACEMENT OF ROLL-OFF TRUCKS AND ASSOCIATED BUDGET ORDINANCE AMENDMENT BR#210029**

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

**Presenter(s): AMANDA L. BADER, PE, SOLID WASTE DIRECTOR**

#### **BACKGROUND**

The North Carolina Department of Environmental Quality is managing North Carolina's share of the VW settlement, an agreement between the German automaker and the US Department of Justice on behalf of the U.S. Environmental Protection Agency (EPA). North Carolina's beneficiary mitigation plan is structured into three phases. Phase 1 included the Diesel Bus and Vehicle Program. Cumberland County Solid Waste submitted a grant entitled Roll-off Fleet Improvements for the replacement of three refuse haulers. The three roll-off trucks to be replaced include a 1999 model with 396,000 miles, a 2001 model with 324,958 miles, and a 2001 model with 319,863 miles. The fleet numbers for these trucks are #12, #15, and #33. Per the grant requirements, these engines must be destroyed. A three-inch hole must be drilled in the engine and the chassis must be cut in half.

Cumberland County's application was selected for funding through the North Carolina (NC) Phase 1 Volkswagen (VW) Mitigation Program. The grant award is for \$315,891.00. The total project cost is \$490,891.00 for the purchase of three new roll off trucks. Cumberland County's matching contribution is \$175,000.

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

The Solid Waste Director and County Management recommend that the proposed actions below be placed on the August 17, 2020 Board of Commissioners' agenda as a consent item:

1. Accept the grant award for the North Carolina VW Settlement Program, Phase 1 Diesel Bus and Vehicle Programs Application, and direct staff to negotiate a final grant agreement with DEQ.
2. Approve Budget Ordinance Amendment #BR 210029 in the amount of \$490,891 to fund the project.
3. Declare trucks #12, #15, and #33 as surplus.

**ATTACHMENTS:**

| Description         | Type            |
|---------------------|-----------------|
| Grant Award Letter  | Backup Material |
| Grant Application   | Backup Material |
| Vehicle Information | Backup Material |



NORTH CAROLINA  
*Environmental Quality*

ROY COOPER  
*Governor*

MICHAEL S. REGAN  
*Secretary*

July 24, 2020

Amy Cannon, County Manager  
Cumberland County Solid Waste  
698 Ann Street  
Fayetteville NC 28301  
Application Number: ONP0019  
DAQ Grant Management System Number: 1000009712

Dear Amy Cannon:

I am pleased to inform you that the North Carolina Department of Environmental Quality is awarding your proposed Volkswagen Settlement On-Road Program project in the amount of \$315,891.00. We are excited about your project entitled Roll-off Fleet Improvements.

Replacement of the following vehicles will be funded:

Unit 1 (VIN 4VHJCLBE0XN867453)

Unit 2 (VIN 4V5JC8UF91N313576)

Unit 3 (VIN 4V5JC2UF2YN868657)

Thank you for your interest in reducing emissions in North Carolina. We look forward to working with you on this worthwhile endeavor and receiving reports on the success of this project so that we may learn how to best use funding in future phases.

Jill Vitas from my staff will contact you once the VW funds have been distributed to DAQ to begin the State contract process. **Please do not start any work on this project until there is a fully executed (signed by representatives of both organizations) contract in place.** We cannot reimburse for work performed or items purchased before a contract is in place. Should you have any questions or need further information, you may contact Jill Vitas via telephone at 919-707-8424 or email at [jill.vitas@ncdenr.gov](mailto:jill.vitas@ncdenr.gov).



Amy Cannon, County Manager  
Cumberland County Solid Waste  
Page 2

**Applicants must log into the NC DAQ Grant Management System to view application and claim status, submit invoices and documents for reimbursement. Completed Access Authorization Forms (attached) for your organization must be returned with your acceptance of this award.**

Sincerely,



Michael S. Regan, Secretary  
Department of Environmental Quality

MSR/JBV  
Enclosures  
cc: Jill Vitas





Cumberland County Solid Waste  
698 Ann Street  
Fayetteville NC 28301  
Application Number: ONP0019  
DAQ Grant Management System Number: 1000009712

Please check the corresponding box if you accept or decline the award. Email a signed and dated copy to [svc.NCVWApplication@ncdenr.gov](mailto:svc.NCVWApplication@ncdenr.gov) within **15 business days of letter receipt**. **If NCDEQ does not receive your acceptance of the award within that time, your award will be forfeited.** This acceptance is non-binding until such time as the contract is fully executed.

☐ Accept

☐ Decline

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Authorized Representative Name

Date

**Please include completed Access Authorization Forms (attached) for your organization. Each organization is allowed up to 3 authorized users.**



# ***2019 North Carolina VW Settlement Program***

## ***Phase I Diesel Bus and Vehicle Programs Application***

Please note applications are not considered confidential business information. All rebate applications and associated documentation are public record per North Carolina General Statutes §132-1, except for “confidential” or “trade secret” data as defined and classified in North Carolina General Statutes §66-152(3) and must be indicated as such by the applicant at the time of the initial rebate application submittal.

### **Applicant Contact Information**

|  |       |  |
|--|-------|--|
| Project Title                            |       | NCID   |
|  |       |  |
| Organization Name                        |       | Organization Tax Identification Number (TIN) |
|  |       |  |
| Organization Mailing Address             |       |  |
|  |       |  |
| City                                     | State | Zip Code                                     |
|  |       |  |
| Authorized Representative Name           |       |  |
|  |       |  |
| Authorized Representative E-mail Address |       | Authorized Representative Phone Number       |
|  |       |  |
| Project Manager Name (primary contact)   |       |  |
|  |       |  |
| Project Manager E-mail Address           |       | Project Manager Phone Number                 |
|  |       |  |
| Financial Contact Name                   |       |  |
|  |       |  |
| Financial Contact E-mail Address         |       | Financial Contact Phone Number               |
|  |       |  |

### **Project Details**

|                        |  |                         |
|------------------------|--|-------------------------|
| Program Type           |  | Eligible Applicant Type |
|                        |  |                         |
| Vehicle/Equipment Type |  | Project Type            |
|                        |  |                         |



**Project Location** (where equipment will be stored and/or used)

|                |        |          |
|----------------|--------|----------|
| Street Address |        |          |
|                |        |          |
| City           | County | Zip Code |
|                |        |          |

**Project Budget**

| Budget Item  | Project Total | Requested Funds | Matching Funds (Your Org) | Other Funding | Other Funding (Specify) |
|--|---------------|-----------------|---------------------------|---------------|-------------------------|
| New equipment/vehicle/engine   |               |                 |                           |               |                         |
| Infrastructure costs (only for all-electric vehicle replacement or repower)* |               |                 |                           |               |                         |
| Other  |               |                 |                           |               |                         |
| <b>Total Project Budget</b>  |               |                 |                           |               |                         |

\*Please include as an attachment, the itemized costs for any requested charging infrastructure costs associated with an all-electric replacement or repower project. One charger allowed per vehicle replacement or repower.

# ***2019 North Carolina VW Settlement Program***

## ***Phase 1 Diesel Bus and Vehicle Programs Application***

**Project Details** (Questions 1-5 are required. The applications with "see attached" in lieu of complete applications will NOT be considered. Optional attachments should use the naming structure detailed in the Required Attachments section.)

1. Please provide a detailed description of the proposed project.





2. Explain how this request fits into North Carolina's Beneficiary Mitigation Plan.

3. What is the likelihood that the project will incentivize future indirect NO<sub>x</sub> and other emission reductions? That is, will this be the beginning or continuation of a transition of the fleet to an alternative fuel or electricity? If so, please provide details.



4. Are there any societal co-benefits of the project? Are there any “sensitive” populations including, but not limited to asthmatics, children, or the elderly that are likely to be directly benefited by the project?

5. Project Feasibility: Provide a description of how you as the applicant have the necessary technical, managerial, procurement, and financial capability and experience to execute on your proposed project.

6. Use this space for any additional information that you believe will be helpful in evaluating the project. (Optional)



### Certification

The undersigned is an official authorized to represent the applicant. The person signing this document must have the authority to legally bind the applicant or be the designated fiscal agent.

*I certify that all proposed activities will be carried out; that all money received will be utilized solely for the purposes for which it is intended; that records documenting the planning process and implementation will be maintained and submitted when requested, and DEQ is hereby granted access to inspect project sites and/or records. It is understood that if this project is selected a contract with DEQ will be executed. I further attest that at least 70% of the equipment's operation will occur in North Carolina for the next 5 years.*

|   |       |
|---|-------|
| Print Name of Authorized Representative | Title |
| Signature of Authorized Representative  | Date  |

### Required Attachments

Please attach the following documents with the filenames as indicated in the parenthesis. If the filenames are other than provided in parenthesis, the application will be returned for corrections.

1. All applicants must download and complete the application worksheet titled **2019VWRFPDiesel.xls** and rename to include your organization name and project title as follows:  
**([organization\_name]\_[project\_title]\_VWDiesel\_application.xls).**
2. Any nonprofit applicants required to obtain a Charitable Solicitation License from the North Carolina Department of the Secretary of State must provide a copy of the license and name the file with your organization name and project title as follows:  
**([organization\_name]\_[project\_title]\_VWDiesel\_nonprofit\_license.pdf).**
3. Save this file and rename to include your organization name and project title as follows:  
**([organization\_name]\_[project\_title]\_VWDiesel\_application.pdf).**
4. Optional attachments should be named to include your organization name, project title, general description as follows: **([organization\_name]\_[project\_title]\_VWDiesel\_support.pdf).**
5. For projects requesting funding for charging infrastructure with an all-electric replacement or repower, please include an itemized budget. (One charger allowed for each vehicle replacement or repower requested.) Name this attachment to include your organization name and project title as follows: **([organization\_name]\_[project\_title]\_VWDiesel\_charging\_budget.pdf).**

All files and any additional supporting documentation must be emailed to:  
**[svc.NCVWApplication@ncdenr.gov](mailto:svc.NCVWApplication@ncdenr.gov) no later than 5:00 p.m. Eastern Time on September 30, 2019.**

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NCDEQ Internal Use Only

Receipt Date and Time: \_\_\_\_\_  
Application ID: \_\_\_\_\_  
Assigned to: \_\_\_\_\_



**Only complete this sheet for School Bus, Transit Bus, and Clean Heavy-Duty On-Road Replacement Programs (updated 8/1/2019)**

COPY AND PASTE ADDITIONAL COLUMNS AS NEEDED

|  |                            |
|--|----------------------------|
| Organization Name (same as entered on Adobe application) | Cumberland County          |
| Project Title (same as entered on Adobe application)     | Roll-off Truck Replacement |

| Existing Vehicle/Engine Information   |  |                     |                     |                     |
|---|--|---------------------|---------------------|---------------------|
| Instructions/Units  | Fleet Information  | Unit 1              | Unit 2              | Unit 3              |
|   | What is the vehicle's intended use?                      | Refuse Hauler       | Refuse Hauler       | Refuse Hauler       |
|   | If selected other please describe                        |                     |                     |                     |
|   | County of Primary use                                    | Cumberland          | Cumberland          | Cumberland          |
|   | Vehicle License Plate Number                             | 85023T              | 85026T              | 85041T              |
|   | Vehicle Make   | Volvo               | Volvo               | Volvo               |
|   | Vehicle Model  | WG64                | WG64                | WG64                |
|   | Vehicle Model Year                                       | 1999                | 2001                | 2000                |
|   | Vehicle Identification Number (VIN)                      | 4VHJCLBE0XN867453   | 4V5JC8UF91N313576   | 4V5JC2UF2YN868657   |
|   | Engine Make  | Catepillar          | Cummings            | Cummings            |
|   | Engine Model   | 3306                | ISM330              | ISM330              |
|   | Engine Model Year  | 1999                | 2001                | 2001                |
|   | Engine Horsepower  | 300                 | 300                 | 300                 |
|   | Engine Serial Number                                     | 9TL21929            | 35013058            | 35013060            |
| Required for short-haul single/combo units  | Class of Equipment by GVWR (Gross Vehicle Weight Rating) | Class 8: >33001 lbs | Class 8: >33001 lbs | Class 8: >33001 lbs |
| Must be Diesel  | Fuel Type  | Diesel              | Diesel              | Diesel              |
| (gallons)   | Annual Fuel Used   | 1793                | 3268                | 2695                |
|   | Idling Hours   |                     |                     |                     |
|   | Annual Vehicle Mileage                                   | 6278                | 10132               | 7923                |
|   | Total Vehicle Mileage                                    | 396000              | 324958              | 319863              |
| Only if different from Total Vehicle Mileage  | Total Engine Mileage                                     | 396000              | 324958              | 319863              |
| (years)   | Remaining Vehicle Life                                   | 10                  | 12                  | 11                  |
| Year in which vehicle would normally be retired/sold by the fleet owner if not for this grant | Normal Attrition Year                                    | 2029                | 2031                | 2030                |

| Replacement/Repower Vehicle/Engine Information             |  |                     |                     |                     |
|--|--|---------------------|---------------------|---------------------|
| Instructions/Units   | Fleet Information  | Unit 1              | Unit 2              | Unit 3              |
| Information not needed for repower requests                | New Vehicle Make   | Mack                | Mack                | Mack                |
|  | New Vehicle Model  | GR64FR              | GR64FR              | GR64FR              |
|  | New Vehicle Model Year                                   | 2020                | 2020                | 2020                |
| May not be applicable for electric replacements            | Engine Make  | Mack                | Mack                | Mack                |
| May not be applicable for electric replacements            | Engine Model   | MP7                 | MP7                 | MP7                 |
| May not be applicable for electric replacements            | Engine Model Year  | 2020                | 2020                | 2020                |
| Must be a number, use "capacity" for electric replacements | Engine Horsepower/Capacity                               | 425                 | 425                 | 425                 |
|  | Class of Equipment by GVWR (Gross Vehicle Weight Rating) | Class 8: >33001 lbs | Class 8: >33001 lbs | Class 8: >33001 lbs |
|  | Fuel Type  | Diesel              | Diesel              | Diesel              |
|  | Unit Replacement/Repower Cost                            | \$163,630.00        | \$163,630.00        | \$163,630.00        |
|  | VW Funds Requested                                       | \$105,297.00        | \$105,297.00        | \$105,297.00        |
| (gallons)  | Annual Diesel Reduced                                    | 538                 | 1242                | 1110                |
|  | County of Primary use                                    | Cumberland          | Cumberland          | Cumberland          |





## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/3/2020**

**SUBJECT: AWARD OF THE CONSTRUCTION CONTRACT FOR THE NEW  
BLOWER SKID AND FLARE PROJECT AT THE ANN STREET  
LANDFILL**

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

**Presenter(s): AMANDA L. BADER, PE, SOLID WASTE DIRECTOR**

### **BACKGROUND**

The landfill gas collection and control system (GCCS) extracts landfill gas (LFG) to control surface emissions and odors. The GCCS is a requirement of the landfill's Title V Air Operating Permit and State and federal regulations. The GCCS includes LFG extraction wells, piping, valves, sumps and a blower skid and flare. The existing blower skid and flare have been operational since 1998. The blower skid and flare are nearing the end of their service life. This project will replace the existing blower skid and flare and increase the capacity of the system.

The New Blower Skid and Flare project was bid on Thursday, July 2, 2020. The lowest, responsive bid was submitted by Blue Flame Crew, LLC in the amount of \$1,369,628.80. A 10% contingency is included in the contract amount. Project funding is included in Capital Project Budget Ordinance #200658.

### **RECOMMENDATION / PROPOSED ACTION**

Solid Waste Director and County Management recommend that the proposed actions be placed on the August 17, 2020 Board of Commissioners' agenda as a consent item:

1. Accept the bid for the New Landfill Gas Blower Skid and Flare project and award a contract to Blue

Flame Crew, LLC in the amount of \$1,369,628.80 inclusive of 10% for contingency purposes.

**ATTACHMENTS:**

Description

Type

Bid Evaluation

Backup Material

July 22, 2020  
File No. 02217304.08

## MEMORANDUM

TO: Amanda Bader, PE  
Director of Solid Waste

FROM: Steve Lamb, PE  
SCS Engineers, PC

SUBJECT: Evaluation of Contractor Bids for the Ann Street Landfill New Landfill Gas Blower Skid and Flare System, Bid Number: 430 460D

## BID OPENING

Bids were due and received for the subject project at the Cumberland County Ann Street Landfill Maintenance Building and opened on Tuesday, July 2, 2020 following the 2:00 p.m. deadline to receive bids. Attendees of the bid opening representing Cumberland County were Amanda Cummings and Chad McClean; representing SCS Engineers was Albert Glenn; and one bidder representative was in attendance from Haire Plumbing & Mechanical.

The project was advertised to bid on May 6, 2020 on Cumberland County's website and general notification to interested contractors. The project bidding documents and addendums were made available on the website. The Bidding Documents included the Construction Drawings, Contract Documents and Technical Specifications, and Addendums No. 1 and 2. A mandatory pre-bid meeting was conducted on Tuesday, June 2 starting at 2:00 p.m. The meeting minutes were included as part of Addendum No. 1.

Five (5) bids were received by and the total base bid amounts were read aloud at the bid opening. The bids received were from:

|  |                |
|--|----------------|
| 1. Advance One Development, LLC            | \$1,450,333.50 |
| 2. Aptim Government Solutions              | \$1,416,773.00 |
| 3. Blue Flame Crew, LLC                    | \$1,369,628.80 |
| 4. DOT Energy Solutions, Inc.              | \$2,091,234.20 |
| 5. Haire Plumbing and Mechanical Co., Inc. | \$2,090,000.00 |

The Bid Tabulation is included in Attachment A.



## REVIEW OF BIDS

SCS Engineers, PC (SCS) tabulated the bids received and reviewed the bid submittals for any math discrepancies and for conformance with the bid submittal requirements and Bidding Documents. The bid submittal is to contain:

1. Bid Form.
2. Acknowledgement of Addendums No. 1 and 2.
3. Base Bid Schedule
4. 5% Bid Bond.
5. Non-Collusion Affidavit and of Non-Interest of County Employees
6. Statement of Assurance.
7. Minority Businesses for Participation in County Construction Contracts

Valid NC contractor licenses were verified on the North Carolina Licensing for General Contractor's website for all bidders except Haire Plumbing & Mechanical Co., Inc. The license number they provided was for a firm under a different name based in Asheville, North Carolina. Searching the website by name, revealed no contractor named Haire Plumbing & Mechanical Co., Inc.

The following discrepancies or missing items were identified in two bid submittals received:

### **DOT Energy Solutions**

1. For Line Item 11B, utilized 108 LF for quantity in place of 933 LF.
2. For Line Item 11C, utilized 454 LF for quantity in place of 2,042 LF.
3. Because of numbers 1 and 2 above, the Total on their Bid Form (\$2,091,234.20) did not match the Total on our Bid Tabulation (\$2,085,510.35).

### **Haire Plumbing and Mechanical**

1. The Total on their Bid Form (\$2,090.000) did not match the Total on our Bid Tabulation (\$2,136,220.90).

## RECOMMENDATION

Our recommendation is to award the contract to Blue Flame Crew, LLC, who are the lowest qualified bid submittal.



ATTACHMENT A  
BID TABULATION

| <div>BID TABULATION</div> <div>Ann Street Landfill New Landfill Gas Blower Skid and Flare System Project</div> <div>Invitation for Bid No. 430 460D</div> <div>Bid Opening: Thursday, July 2 at 2:00 p.m.</div> |  |      |                    |  |                 |   |                 |  |                 |  |                 |  |                 |
|---|--|------|--------------------|--|-----------------|---|-----------------|--|-----------------|--|-----------------|--|-----------------|
|   |  |      |                    | <div>Advance One Development, LLC</div> <div>NC Contractor License # 64088</div> <div>10600 Nations Ford Road</div> <div>Charlotte, NC 28273</div> <div>Telephone Number: (704) 841-1610</div> <div>Contact: William Brinker</div> |                 | <div>Aptim Government Solutions</div> <div>NC Contractor License # 58334</div> <div>4171 Essen Lane</div> <div>Baton Rouge, LA 70809</div> <div>Telephone Number: (419) 424-4940</div> <div>Contact: Gregory Cooper</div> |                 | <div>Blue Flame Crew, LLC</div> <div>NC Contractor License # 82279</div> <div>1009 Central Drive Northwest</div> <div>Concord, NC 28027</div> <div>Telephone Number: (630) 225-4286</div> <div>Contact: Timothy Boos</div> |                 | <div>Dot Energy Solutions, Inc.</div> <div>NC Contractor License # 73989</div> <div>306 Exchange Boulevard #217</div> <div>Bethlehem, GA 30620</div> <div>Telephone Number: (678) 635-6328</div> <div>Contact: Connie Dotterer</div> |                 | <div>Haire Plumbing &amp; Mechanical Co., Inc.</div> <div>NC Contractor License # 4230</div> <div>367 Winslow Street</div> <div>Fayetteville, NC 28301</div> <div>Telephone Number: (910) 783-1421</div> <div>Contact: Gene Mayner</div> |                 |
| ITEM NO.  | DESCRIPTION  | UNIT | ESTIMATED QUANTITY | UNIT PRICE   | TOTAL           | UNIT PRICE  | TOTAL           | UNIT PRICE   | TOTAL           | UNIT PRICE   | TOTAL           | UNIT PRICE   | TOTAL           |
| 1   | Mobilization and Demobilization  | LS   | 1                  | \$ 65,000.00   | \$ 65,000.00    | \$ 55,000.00  | \$ 55,000.00    | \$ 60,000.00   | \$ 60,000.00    | \$ 150,000.00  | \$ 150,000.00   | \$ 40,000.00   | \$ 40,000.00    |
| 2   | Bonds and Insurance  | LS   | 1                  | \$ 35,000.00   | \$ 35,000.00    | \$ 20,700.00  | \$ 20,700.00    | \$ 32,000.00   | \$ 32,000.00    | \$ 75,000.00   | \$ 75,000.00    | \$ 40,000.00   | \$ 40,000.00    |
| 3   | Electrical   | LS   | 1                  | \$ 285,000.00  | \$ 285,000.00   | \$ 112,750.00   | \$ 112,750.00   | \$ 137,800.00  | \$ 137,800.00   | \$ 385,000.00  | \$ 385,000.00   | \$ 165,000.00  | \$ 165,000.00   |
| 4   | Packaged 250 kW Diesel Engine Electricity Generator  | LS   | 1                  | \$ 115,000.00  | \$ 115,000.00   | \$ 176,500.00   | \$ 176,500.00   | \$ 120,482.00  | \$ 120,482.00   | \$ 175,000.00  | \$ 175,000.00   | \$ 155,000.00  | \$ 155,000.00   |
| 5   | Relocation of Existing Office Trailer and Connection to Utilities  | LS   | 1                  | \$ 15,000.00   | \$ 15,000.00    | \$ 8,000.00   | \$ 8,000.00     | \$ 7,300.00  | \$ 7,300.00     | \$ 75,000.00   | \$ 75,000.00    | \$ 10,000.00   | \$ 10,000.00    |
| 6   | Demolition of Existing Piping, Equipment, and Fencing  | LS   | 1                  | \$ 10,000.00   | \$ 10,000.00    | \$ 13,500.00  | \$ 13,500.00    | \$ 7,400.00  | \$ 7,400.00     | \$ 65,000.00   | \$ 65,000.00    | \$ 30,000.00   | \$ 30,000.00    |
| 7   | Site Development   | LS   | 1                  | \$ 25,000.00   | \$ 25,000.00    | \$ 27,500.00  | \$ 27,500.00    | \$ 63,000.00   | \$ 63,000.00    | \$ 85,000.00   | \$ 85,000.00    | \$ 115,000.00  | \$ 115,000.00   |
| 8   | Drilling and Construction of a Non-Potable Water Well and Water Supply Piping, Fittings, Valves, Bladder Tank, and Yard Hydrants | LS   | 1                  | \$ 15,000.00   | \$ 15,000.00    | \$ 48,950.00  | \$ 48,950.00    | \$ 32,000.00   | \$ 32,000.00    | \$ 62,000.00   | \$ 62,000.00    | \$ 25,000.00   | \$ 25,000.00    |
| 9   | Landfill Gas Handling Skid and Flare   |      |                    |  |                 |   |                 |  |                 |  |                 |  |                 |
| 9A  | Supply and Delivery of New Landfill Gas Blower Skid and Flare Equipment  | LS   | 1                  | \$ 415,000.00  | \$ 415,000.00   | \$ 416,950.00   | \$ 416,950.00   | \$ 453,000.00  | \$ 453,000.00   | \$ 500,000.00  | \$ 500,000.00   | \$ 585,000.00  | \$ 585,000.00   |
| 9B  | Installation of New Landfill Gas Blower Skid and Flare Equipment   | LS   | 1                  | \$ 45,000.00   | \$ 45,000.00    | \$ 30,000.00  | \$ 30,000.00    | \$ 29,000.00   | \$ 29,000.00    | \$ 89,555.00   | \$ 89,555.00    | \$ 45,000.00   | \$ 45,000.00    |
| 9C  | Blower Skid and Flare Concrete Foundations   | LS   | 1                  | \$ 25,000.00   | \$ 25,000.00    | \$ 51,660.00  | \$ 51,660.00    | \$ 37,500.00   | \$ 37,500.00    | \$ 22,500.00   | \$ 22,500.00    | \$ 25,000.00   | \$ 25,000.00    |
| 9D  | Modifications and Connection to Existing Landfill Gas Blower Skid and Treatment System   | LS   | 1                  | \$ 10,000.00   | \$ 10,000.00    | \$ 3,000.00   | \$ 3,000.00     | \$ 21,100.00   | \$ 21,100.00    | \$ 29,500.00   | \$ 29,500.00    | \$ 45,000.00   | \$ 45,000.00    |
| 9E  | Propane Supply Pipe, Valve and Regulator (1-inch Diameter Schedule 10 Stainless Steel Pipe and Fittings)                         | LF   | 96                 | \$ 30.00   | \$ 2,880.00     | \$ 40.00  | \$ 3,840.00     | \$ 45.00   | \$ 4,320.00     | \$ 112.00  | \$ 10,752.00    | \$ 156.25  | \$ 15,000.00    |
| 9F  | 3-days Minimum of Start-Up, Testing, and Training  | LS   | 1                  | \$ 12,000.00   | \$ 12,000.00    | \$ 8,025.00   | \$ 8,025.00     | \$ 13,600.00   | \$ 13,600.00    | \$ 6,500.00  | \$ 6,500.00     | \$ 20,000.00   | \$ 20,000.00    |
| 10  | Landfill Gas Collection Piping and Fittings  |      |                    |  |                 |   |                 |  |                 |  |                 |  |                 |
| 10A   | 12-inch Diameter HDPE SDR-26 Pipe and Fittings   | LF   | 25                 | \$ 100.00  | \$ 2,500.00     | \$ 280.00   | \$ 7,000.00     | \$ 270.00  | \$ 6,750.00     | \$ 32.00   | \$ 800.00       | \$ 1,600.00  | \$ 40,000.00    |
| 10B   | 8-inch Diameter Schedule 10 Stainless Steel Pipe and Fittings  | LF   | 13                 | \$ 200.00  | \$ 2,600.00     | \$ 1,500.00   | \$ 19,500.00    | \$ 500.00  | \$ 6,500.00     | \$ 385.00  | \$ 5,005.00     | \$ 1,923.00  | \$ 24,999.00    |
| 10C   | 12-inch Diameter Schedule 10 Stainless Steel Pipe and Fittings   | LF   | 115                | \$ 300.00  | \$ 34,500.00    | \$ 520.00   | \$ 59,800.00    | \$ 600.00  | \$ 69,000.00    | \$ 450.00  | \$ 51,750.00    | \$ 652.00  | \$ 74,980.00    |
| 11  | Landfill Gas Liquids Management Air and Forcemain Piping and Fittings  |      |                    |  |                 |   |                 |  |                 |  |                 |  |                 |
| 11A   | 2-inch Diameter SDR 9 Air Pipe and Fittings  | LF   | 273                | \$ 20.00   | \$ 5,460.00     | \$ 25.00  | \$ 6,825.00     | \$ 6.00  | \$ 1,638.00     | \$ 10.00   | \$ 2,730.00     | \$ 146.50  | \$ 39,994.50    |
| 11B   | 3-inch (SDR-11) by 6-inch (SDR-17) Dual Containment Forcemain Pipe and Fittings  | LF   | 933                | \$ 35.00   | \$ 32,655.00    | \$ 40.00  | \$ 37,320.00    | \$ 18.00   | \$ 16,794.00    | \$ 13.00   | \$ 12,129.00    | \$ 59.00   | \$ 55,047.00    |
| 11C   | 4-inch (SDR-11) by 8-inch (SDR-17) Dual Containment Forcemain Pipe and Fittings  | LF   | 2,042              | \$ 45.00   | \$ 91,890.00    | \$ 45.00  | \$ 91,890.00    | \$ 27.00   | \$ 55,134.00    | \$ 19.00   | \$ 38,798.00    | \$ 69.00   | \$ 140,898.00   |
| 11D   | Dual Containment Forcemain Pipe Cleanouts  | EA   | 3                  | \$ 2,000.00  | \$ 6,000.00     | \$ 5,500.00   | \$ 16,500.00    | \$ 6,900.00  | \$ 20,700.00    | \$ -   | \$ -            | \$ -   | \$ -            |
| 11E   | Utility Sump (US-1) with 3-inch and 4-inch (SDR-11) Gravity Drain Pipes and Fittings   | EA   | 1                  | \$ 7,500.00  | \$ 7,500.00     | \$ 23,500.00  | \$ 23,500.00    | \$ 17,500.00   | \$ 17,500.00    | \$ 25,000.00   | \$ 25,000.00    | \$ 40,000.00   | \$ 40,000.00    |
| 11F   | Forcemain Connection to Existing Manhole (MH-1 OE)   | EA   | 1                  | \$ 3,500.00  | \$ 3,500.00     | \$ 3,500.00   | \$ 3,500.00     | \$ 4,900.00  | \$ 4,900.00     | \$ 5,600.00  | \$ 5,600.00     | \$ 105,000.00  | \$ 105,000.00   |
| 12  | Valves   |      |                    |  |                 |   |                 |  |                 |  |                 |  |                 |
| 12A   | 12-inch Landfill Gas Isolation Butterfly Valve Assembly (Manual Actuator)  | EA   | 1                  | \$ 3,500.00  | \$ 3,500.00     | \$ 3,500.00   | \$ 3,500.00     | \$ 5,400.00  | \$ 5,400.00     | \$ 6,500.00  | \$ 6,500.00     | \$ -   | \$ -            |
| 12B   | 2-Inch Air Isolation and Blow-off Valve Assembly   | EA   | 1                  | \$ 2,500.00  | \$ 2,500.00     | \$ 2,700.00   | \$ 2,700.00     | \$ 1,500.00  | \$ 1,500.00     | \$ 2,500.00  | \$ 2,500.00     | \$ 5,000.00  | \$ 5,000.00     |
| 12C   | 3-inch Dual Containment Forcemain Isolation Valve Assembly   | EA   | 1                  | \$ 3,500.00  | \$ 3,500.00     | \$ 3,000.00   | \$ 3,000.00     | \$ 2,600.00  | \$ 2,600.00     | \$ -   | \$ -            | \$ 10,000.00   | \$ 10,000.00    |
| 12D   | 4-inch Dual Containment Forcemain Isolation Valve Assembly   | EA   | 2                  | \$ 5,000.00  | \$ 10,000.00    | \$ 3,100.00   | \$ 6,200.00     | \$ 2,500.00  | \$ 5,000.00     | \$ 5,200.00  | \$ 10,400.00    | \$ 10,000.00   | \$ 20,000.00    |
| 13  | Restoration  | LS   | 1                  | \$ 12,500.00   | \$ 12,500.00    | \$ 20,465.00  | \$ 20,465.00    | \$ 5,200.00  | \$ 5,200.00     | \$ 35,000.00   | \$ 35,000.00    | \$ 15,000.00   | \$ 15,000.00    |
| 14  | Surveying and Record Drawings  | LS   | 1                  | \$ 25,000.00   | \$ 25,000.00    | \$ 9,900.00   | \$ 9,900.00     | \$ 8,000.00  | \$ 8,000.00     | \$ 15,000.00   | \$ 15,000.00    | \$ 10,000.00   | \$ 10,000.00    |
| SUBTOTAL PRICE  |  |      |                    |  | \$ 1,318,485.00 |   | \$ 1,287,975.00 |  | \$ 1,245,118.00 |  | \$ 1,942,019.00 |  | \$ 1,895,918.50 |
| Contingency at 10% of Subtotal  |  |      |                    |  | \$ 131,848.50   |   | \$ 128,797.50   |  | \$ 124,511.80   |  | \$ 194,201.90   |  | \$ 189,591.85   |
| TOTAL BASE BID PRICE  |  |      |                    |  | \$ 1,450,333.50 |   | \$ 1,416,772.50 |  | \$ 1,369,629.80 |  | \$ 2,136,220.90 |  | \$ 2,085,510.35 |
| Discrepancy in the submitted Bid Form Identified as [ 1 ]. Contingency amount in bid form rounded down to whole number. Also reflected in Total Base Bid Price.   |  |      |                    |  |                 |   |                 |  |                 |  |                 |  |                 |
| *Line 11B = Dot Energy Solutions, Inc. utilized 108 LF for quantity in place of 933 LF.   |  |      |                    |  |                 |   |                 |  |                 |  |                 |  |                 |
| *Line 11C = Dot Energy Solutions, Inc. utilized 454 LF for quantity in place of 2,042 LF.   |  |      |                    |  |                 |   |                 |  |                 |  |                 |  |                 |
| *Dot Energy Solutions, Inc. Total Base Bid Price does not match submitted bid form of \$2,091,234.20.   |  |      |                    |  |                 |   |                 |  |                 |  |                 |  |                 |
| *Haire Plumbing & Mechanical Co., Inc. Total Base Bid Price does not match submitted bid form of \$2,090,000.00.  |  |      |                    |  |                 |   |                 |  |                 |  |                 |  |                 |
| Unit of Measurement: EA = Each, LS = Lump Sum, LF = Linear Foot, SY = Square Yard, SF = Square Foot, CY = Cubic Yard  |  |      |                    |  |                 |   |                 |  |                 |  |                 |  |                 |

| BID SUBMITTAL ATTACHMENTS |   |  |   |   |   |
|---------------------------|---|--|---|---|---|
| 1                         | 5% Bid Security   |  | ✓ | ✓ | ✓ |
| 2                         | Non-Collusion Affidavit (Specification Section 004113.01)                                       |  | ✓ | ✓ | ✓ |
| 3                         | Statement of Assurance (Specification Section 004113.02)  |  | ✓ | ✓ | ✓ |
| 4                         | Cumberland County Minority Business Guidelines and Affidavits (Specification Section 004113.03) |  | ✓ | ✓ | ✓ |



## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BADER, SOLID WASTE DIRECTOR**

**DATE: 8/2/2020**

**SUBJECT: RENEWAL OF THE FISHER CONTAINER SITE LEASE AGREEMENT**

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

**Presenter(s): AMANDA BADER, SOLID WASTE DIRECTOR**

#### **BACKGROUND**

The Solid Waste Department operates the Fisher Container site located at 7931 Turnbull Road, Fayetteville, N.C. Cumberland County leases the property for this site from William L. Fisher. This container site has been in place since 1980. It is critical that this site remain open in order to provide the necessary service to the citizens within the surrounding community. The current lease agreement was entered into on March 17, 2015 and expired on March 25, 2020. The lease rate has been \$3,750 for the past five-year period.

The property owners have agreed to renew the lease with Cumberland County for an additional five years at a lease rate of \$4,000 for the full five-year term and is to be paid promptly after the execution of the lease agreement.

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

The Solid Waste Director and County Management recommend that the lease renewal for the Fisher Solid Waste Container Site be placed on the August 17, 2020 Board of Commissioners' agenda for approval, subject to the County Attorney confirming ownership of the property.

#### **ATTACHMENTS:**

**Description**  
Fisher Site Lease

**Type**  
Backup Material



STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

LEASE AGREEMENT  
(FISHER CONTAINER SITE)

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between WILLIAM LALASTER FISHER, hereinafter called OWNER; and CUMBERLAND COUNTY, hereinafter called COUNTY.

WITNESSETH:

Subject to the terms and conditions herein contained, OWNERS do hereby lease and let unto COUNTY, and COUNTY accepts as lessee, that certain tract or parcel of land in Beaver Dam Township, Cumberland County, North Carolina, being described as follows:

Containing 0.46 acres, more or less.

BEGINNING at a point in the eastern margin of State Road No. 1002 (60' right-of-way), said point being South 31 degrees 08 minutes East 95.19 feet from the fourth corner of the boundary agreement between Nancy Ewing and Robert E. Cole, Jr., as recorded in Deed Book 2832, Page 133 Cumberland County Registry; and running thence North 72 degrees 48 minutes East 100.00 feet to a point; thence South 17 degrees 12 minutes East 200.00 feet to a point; thence South 72 degrees 48 minutes West 100.00 feet to a point in the eastern margin of said State Road No. 1002; thence with the eastern margin of said State Road No. 1002 North 17 degrees 12 minutes West 200.00 feet to the point and place of BEGINNING and containing 0.46 acres more or less.

To have and to hold said lands for the term and upon the conditions as follows:

I.

This lease term shall commence on March 25, 2020, and continue for a period of five (5) years, unless sooner terminated by agreement of the parties or unless at any time continued performance by either of the parties will result in a violation of any county, state or federal law. COUNTY is granted the option to renew this lease for an additional period of five (5) years upon the same terms and conditions with the exception that the rent shall be negotiable thirty (30) days prior to expiration of the original term.

II.

COUNTY has been using this site and will continue to use this site for the purpose of

maintaining a solid waste container site for public use with the necessary solid waste containers, ramps, pads, driveways, and fencing incident thereto.

III.

The rent to be paid by COUNTY to OWNER for the lease of the property shall be EIGHT HUNDRED DOLLARS (\$800) per year for the five (5) year period payable in a lump sum of FOUR THOUSAND DOLLARS (\$4,000.00), promptly after the execution of this lease agreement.

IV.

COUNTY will maintain the property in an orderly manner at all times.

V.

COUNTY may continue to make other additions, improvements, and alterations, and erect additional structures or install signs, in or around the property. Such additions, improvements, and alterations, or erection of structures or signs so placed in or upon or attached to the property shall remain the property of COUNTY and shall be removed from the property prior to the termination of this lease or within a reasonable time thereafter. If removal causes damage or injury to the property, COUNTY shall repair such damage or injury.

VI.

OWNERS warrant and covenant that they are all the owners of the above described property, and have the authority and capacity to enter into this Lease.

VII.

COUNTY shall indemnify and hold harmless OWNERS from any claims for damages, either for personal injury or property damage, made by the employees, agents, contractors or invitees of COUNTY, or anyone using the facility and arising out of or in connection with COUNTY'S operations in maintaining the solid waste container site on the property for the use of the public.

VIII.

IRAN DIVESTMENT ACT CERTIFICATION: Owners 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 identifies on the List.

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

require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN WITNESS WHEREOF, this instrument is duly executed on the day and year first indicated for each signature.

CUMBERLAND COUNTY

BY:

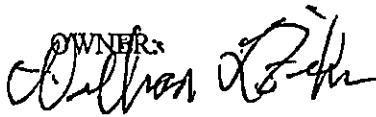
W. MARSHALL FAIRCLOTH, Chair  
Board of County Commissioners

ATTEST

BY:

CANDICE WHITE, Clerk

OWNER:

 (SEAL)

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

Approved for legal sufficiency

County Attorney

Finance Officer

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public in and for the State of North Carolina, certify that CANDICE WHITE personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners; that W. MARSHALL FAIRCLOTH is the Chair of the Board of Commissioners; that the seal affixed to the foregoing lease agreement is the Official Seal of said Board; that this lease agreement was signed and sealed by its Chair and attested by the Clerk on behalf of the Board of Commissioners, all by its authority duly granted; and that CANDICE WHITE acknowledged the lease agreement to be the act and deed of the Board of Commissioners.

WITNESS my hand and seal this the \_\_\_\_ day of \_\_\_\_, 2020 .

\_\_\_\_\_  
Notary Public

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

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, Mary K. McVey, a Notary Public in and for the State of North Carolina, certify that WILLIAM LALASTER FISHER personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purpose therein expressed.

WITNESS my hand and notarial seal this the 11th day of May, 2020.



Mary K. McVey  
Notary Public

My Commission Expires: 1-10-2021





## **SOIL AND WATER**

### **MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DONNA FOSTER, SOIL & WATER CONSERVATION PROGRAM OFFICER**

**DATE: 7/24/2020**

**SUBJECT: NORTH CAROLINA SOIL AND WATER CONSERVATION SHARED PERSONNEL MUTUAL AID AGREEMENT**

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

**Presenter(s): TRACY JACKSON, ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/COMMUNITY SAFETY**

#### **BACKGROUND**

This agreement is entered into between the North Carolina Association of Soil and Water Conservation Districts (Association), the NCDA&CS Division of Soil and Water Conservation (Division) and by each of the Districts and Counties that adopt and execute this Shared Personnel Mutual Aid Agreement.

Previous natural disasters have demonstrated the need for Districts to share personnel for disaster assessment and technical assistance for disaster recovery efforts. There are also occasions when delivery of employee technical training by one district to another is necessary. The ability to draw on the knowledge and expertise of peers across districts benefits the entire system and can make it stronger and more resilient.

There are no costs anticipated to the County for participating in this mutual aid agreement.

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

Staff requests that the Shared Personnel Mutual Aid Agreement be placed on the August 17, 2020, Board of Commissioners' agenda for consideration as a consent item.

**ATTACHMENTS:**

Description

NCSWCD Shared Mutual Aid Agreement

Type

Backup Material

## **NORTH CAROLINA SOIL AND WATER CONSERVATION SHARED PERSONNEL MUTUAL AID AGREEMENT**

**This agreement is entered into between the North Carolina Association of Soil and Water Conservation Districts (Association), the NCDA&CS Division of Soil and Water Conservation (Division) and by each of the Districts and Counties that adopt and execute this Shared Personnel Mutual Aid Agreement, hereinafter collectively referred to as the “parties.”**

### **SECTION 1: BACKGROUND STATEMENT AND PURPOSE**

Whereas previous natural disasters have demonstrated the need for Districts to share personnel for disaster assessment and technical assistance for disaster recovery efforts;

Whereas the parties to this Agreement recognize the importance of mutual aid and assistance in providing delivery of employee technical training;

Whereas, the parties to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

Therefore, the parties agree to enter into this Agreement for mutual aid and assistance for disaster recovery efforts, delivery of employee technical training, and other mutually agreed-upon assistance with this Agreement embodying the understandings, commitments, terms and conditions for the specified mutual aid.

### **SECTION 2: CONDITIONS OF AGREEMENT**

It is mutually understood that each party's foremost responsibility is to its own citizens. The conditions of this Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid pursuant to a request by another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate services to its own District or County, by deeming itself unavailable to respond and so informing the party setting forth the request. This Agreement only binds each District or County to the extent that resources are available, and the allowance of shared resources is on a case by case request. Employees assisting with this process will remain employees of their original District or County and continue to function under their current employment conditions and coverages.

### **SECTION 3: AUTHORITIES, STATUTES, LAWS**

The Division is authorized to enter into this Agreement by the North Carolina General Statutes §139-4 and §106-840 - §106-844.

The Districts' authority to enter into this Agreement is defined in Soil Conservation Districts Law, North Carolina General Statutes §139-1 - §139-47.

Counties are authorized to enter into this Agreement by North Carolina General Statutes §153A-11 and §160A-461 - §160A-464

The Association is authorized to enter into this Agreement by Articles of Incorporation dated January 1992 and by-laws adopted January 2005 as amended.

#### **SECTION 4: ROLES AND RESPONSIBILITIES**

CONSERVATION PROGRAM IMPLEMENTATION: The parties recognize the natural resources conservation program delivered through Districts is a unique blend of local, state, federal, private and non-profit programs and initiatives. Together these programs address a variety of natural resources, environmental, and educational issues. The parties agree to allow their personnel to assist cooperating Districts and/or Counties, when possible, to build a conservation support network.

DEVELOPMENT OF CLEARINGHOUSE OF RESOURCES: The Association agrees to develop and maintain a Clearinghouse of resources consisting of list of all participating Districts and Counties who have entered into this Agreement. The Clearinghouse shall also include an inventory of personnel, their acknowledged skills and the primary contact for each participating District.

COORDINATION OF RESOURCES: The Association will provide from the Clearinghouse a list of resources to requesting Districts to assist cooperating Districts and Counties as needed.

LIABILITIES ACCEPTANCE AND FINANCIAL RESPONSIBILITIES: Counties and Districts that are parties to this Agreement acknowledge that their respective employees will continue to be their employees when assisting other Districts and Counties pursuant to this Agreement.

Any reimbursement and documentation for time and travel shall be negotiated between the respective parties and declared prior to any assistance being rendered.

#### **SECTION 5: PERSONNEL MANAGEMENT**

Personnel functioning as a shared employee with a partnering District or County should coordinate with their employer to assure that they are functioning within the limitations set by policies established by the employer. Any requirements from the recipient District or County should be disclosed and agreed upon prior to the arrival of shared personnel. Policies of the providing and receiving employers shall be understood and shared prior to assistance being rendered.

#### **SECTION 6: DESIGNATION OF PRIMARY POINT OF CONTACT**

Districts and Counties entering into this Agreement shall designate a primary point of contact established for receiving requests pursuant to this Agreement and shall notify the Association of this designation. This point of contact shall have knowledge of the District's resources and availability for providing assistance, including type of equipment available for use, amount of time allowable, and capabilities of available personnel. Participating Districts and Counties shall notify the Association when this point of contact changes.

#### **SECTION 7: PROCEDURE FOR REQUESTING ASSISTANCE**

Districts and Counties requesting assistance pursuant to this Agreement shall consult the Clearinghouse of participating Districts and Counties to identify which ones possess the personnel and other resources needed. The requesting District or County shall contact those Districts and Counties with capabilities



and resources matching the requestor's needs. Additional support may be requested from and offered by the Association and the Division.

The parties may enter into a separate Task Agreement to specify the scope of cooperation for a particular request.

#### **SECTION 8: SCOPE OF AGREEMENT**

This Agreement covers the basic operation, implementation and understanding between all parties. Authority to carry out specific duties is granted only by the governing District and/or County and policies of that governance for which the employee is managed.

#### **SECTION 9: MUTUAL AGREEMENT TO HOLD EACH OTHER HARMLESS FROM LIABILITY**

To the extent allowed by applicable laws, each party agrees to protect, defend, indemnify, and hold the other parties, and their officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind arising out of action of every kind in connection with or arising out of aid rendered. To the extent that immunity does not apply, each party shall bear the risks of its own actions, as it does in its own day-to-day activities.

#### **SECTION 10: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

#### **SECTION 11: REVIEW/MODIFICATION/TERMINATION**

This Agreement will be reviewed at least annually. The Agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving immediate notice to all parties associated with this Agreement.

This Agreement is officially entered into by:

\_\_\_\_\_ **Soil and Water Conservation District**

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

**County of** \_\_\_\_\_

By: \_\_\_\_\_, \_\_\_\_\_  
Title

Date: \_\_\_\_\_

**North Carolina Division of Soil and Water Conservation**

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

---

**North Carolina Association of Soil and Water Conservation Districts**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_



## **SOIL AND WATER**

### **MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DONNA FOSTER, SOIL & WATER CONSERVATION PROGRAM OFFICER**

**DATE: 7/24/2020**

**SUBJECT: U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE NOTICE OF GRANT AND AGREEMENT AWARD AND ASSOCIATED BUDGET ORDINANCE AMENDMENTS BR#210058, BR#210059, BR#210060**

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

**Presenter(s): TRACY JACKSON, ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/COMMUNITY SAFETY**

### **BACKGROUND**

This Grant and Agreement is for the Natural Resources Conservation Service to provide technical and financial assistance to Cumberland County which will serve as the sponsor for Emergency Watershed Protection (EWP) Program Event #5038 (Hurricane Florence) for implementation of recovery measures, that, if left undone, pose a risk to life and/or property. The measures will consist of hazardous debris removal and stream bank stabilization associated with identified projects included with this memo as Round 1, Round 2, and Round 3.

The award amounts for each round are as follows:

Round1 NR204532XXXXC045  
BR# 210058  
Total \$1,118,111  
Federal: \$868,583.5  
Non-Federal: \$249,527.5

Round2 NR204532XXXXC041  
BR# 210059  
Total \$175,720  
Federal: \$137,520  
Non-Federal: \$38,200

Round3 NR204532XXXXC042  
BR# 210060  
Total \$207,000  
Federal: \$162,000  
Non-Federal: \$45,000

**RECOMMENDATION / PROPOSED ACTION**

Staff requests that the Notice of Grant and Agreement Award submission for Round 1, Round 2 and Round 3 of the Emergency Watershed Protection (EWP) Program and Associated Budget Ordinance Amendments BR#210058, BR#210059 and BR#210060 be placed on the August 17, 2020 Board of Commissioners' agenda for consideration as a consent item.

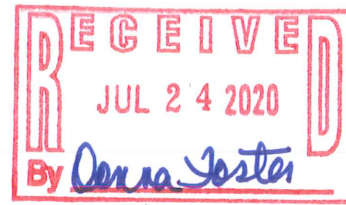
**ATTACHMENTS:**

| Description | Type            |
|-------------|-----------------|
| EWP Round 1 | Backup Material |
| EWP Round 2 | Backup Material |
| EWP Round 3 | Backup Material |





U.S. Department of Agriculture  
Natural Resources Conservation Service



NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

|   |   |   |   |
|---|---|---|---|
| 1. Award Identifying Number<br>NR204532XXXXC045   | 2. Amendment Number   | 3. Award /Project Period<br>NRCS signature - 03/09/2021   | 4. Type of award instrument:<br>Cooperative Agreement                             |
| 5. Agency (Name and Address)<br><br>Natural Resources Conservation Service<br>4407 Bland Road, Suite 117<br>Raleigh, NC 27609 |   | 6. Recipient Organization (Name and Address)<br><br>COUNTY OF CUMBERLAND<br>P O BOX 1829<br>FAYETTEVILLE NC 28302-1829<br><br>DUNS: 088571690      EIN: |   |
| 7. NRCS Program Contact<br><br>Name: JAMES KJELGAARD<br>Phone: 919-873-2130<br>Email: jim.kjelgaard@usda.gov                  | 8. NRCS Administrative Contact<br><br>Name: MOIRA SANFORD<br>Phone: (614) 255-2495<br>Email: MOIRA.SANFORD@USDA.GOV | 9. Recipient Program Contact<br><br>Name: Mitchell Miller<br>Phone: 910-484-8479 x3<br>Email: mitchell.miller@nc.nacdnet.net<br><br>@NACDNET.NET        | 10. Recipient Administrative Contact<br><br>Name: see block 9<br>Phone:<br>Email: |
| 11. CFDA<br><br>10.923  | 12. Authority<br><br>33 U.S.C. 701b-1   | 13. Type of Action<br><br>New Agreement   | 14. Program Director<br><br>Name: see block 9<br>Phone:<br>Email:                 |
| 15. Project Title/ Description: EWP 5038 Cumberland County Round 1 DSR 37-XX-18-5038 sites 032-038 and 066-079, (6000014879)  |   |   |   |
| 16. Entity Type: B = County Government  |   |   |   |
| 17. Select Funding Type   |   |   |   |
| Select funding type:  | <input checked="" type="checkbox"/> Federal   | <input checked="" type="checkbox"/> Non-Federal   |   |
| Original funds total  | \$868,583.25  | \$249,527.75  |   |
| Additional funds total  | \$0.00  | \$0.00  |   |
| Grand total   | \$868,583.25  | \$249,527.75  |   |
| 18. Approved Budget   |   |   |   |

|                   |              |                     |              |
|-------------------|--------------|---------------------|--------------|
| Personnel         | \$0.00       | Fringe Benefits     | \$0.00       |
| Travel            | \$0.00       | Equipment           | \$0.00       |
| Supplies          | \$0.00       | Contractual         | \$0.00       |
| Construction      | \$748,583.25 | Other               | \$120,000.00 |
| Total Direct Cost | \$868,583.25 | Total Indirect Cost | \$0.00       |

|                             |                |
|-----------------------------|----------------|
| Total Non-Federal Funds     | \$249,527.75   |
| Total Federal Funds Awarded | \$868,583.25   |
| Total Approved Budget       | \$1,118,111.00 |

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

|  |           |      |
|--|-----------|------|
| Name and Title of Authorized Government Representative<br>Timothy Beard<br>State Conservationist | Signature | Date |
| Name and Title of Authorized Recipient Representative<br>Amy Cannon<br>County Manager            | Signature | Date |

#### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## 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: 1321 Clinton Road: \$75,000.00 (NC PE Sealed Design Required)
- 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: \$998,111.00  
Total Estimated Project Budgets (all project sites): \$1,118,111.00  
Total Estimated Federal Assistance: \$868,583.25

The budget includes:

Financial Assistance (FA):

Sites 032/033/034/035/036/037/038/066/067/068/069/070/071/  
072/073/074/075/076/077/078/079  
Available NRCS Construction Assistance (75% NRCS) = \$748,583.25  
Required Sponsor Construction Assistance (25%) = \$249,527.75  
Total Estimated Construction Costs = \$998,111.00

Technical Assistance (TA):

Available NRCS Technical Assistance (Rounded 12% Est. Construction Costs) = \$120,000.00

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute approximately 12 percent of the total construction cost 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 required 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 of 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.



## GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

### U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

#### GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

#### I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

#### II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FPAC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

#### IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

## V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

#### VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

#### IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.  
Room 6819 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."



e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

#### X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

~~e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.~~

#### XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

#### XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

#### XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

#### XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

#### XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

~~The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.~~

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. ~~The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.~~

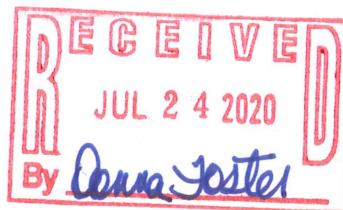
d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

## XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.



U.S. Department of Agriculture  
Natural Resources Conservation Service



2

NRCS-ADS-093

### NOTICE OF GRANT AND AGREEMENT AWARD

|  |  |   |   |
|--|--|---|---|
| 1. Award Identifying Number<br>NR204532XXXXC041  | 2. Amendment Number  | 3. Award /Project Period<br>NRCS signature - 03/09/2021   | 4. Type of award instrument:<br>Cooperative Agreement                 |
| 5. Agency (Name and Address)<br><br>Natural Resources Conservation Service<br>4407 Bland Road, Suite 117<br>Raleigh, NC 27609  |  | 6. Recipient Organization (Name and Address)<br><br>COUNTY OF CUMBERLAND<br>P O BOX 1829<br>FAYETTEVILLE NC 28302-1829<br><br>DUNS: 088571690    EIN: |   |
| 7. NRCS Program Contact<br><br>Name: JAMES KJELGAARD<br>Phone:<br>Email: jim.kjelgaard@usda.gov  | 8. NRCS Administrative Contact<br><br>Name: MOIRA SANFORD<br>Phone: (614) 255-2495<br>Email: MOIRA.SANFORD@OH.USDA.GOV | 9. Recipient Program Contact<br><br>Name:<br>Phone:<br>Email:   | 10. Recipient Administrative Contact<br><br>Name:<br>Phone:<br>Email: |
| 11. CFDA<br>10.923   | 12. Authority<br>33 U.S.C. 701b-1  | 13. Type of Action<br>New Agreement   | 14. Program Director<br><br>Name:<br>Phone:<br>Email:                 |
| 15. Project Title/ Description: EWP 5038 Cumberland County Round 2, DSR 37-08-18-5038-351 sites 351,356,357, DSR 37-18-18-5038-172 sites 172,177,179 channel clearing (6000014620) |  |   |   |
| 16. Entity Type: B = County Government   |  |   |   |
| 17. Select Funding Type  |  |   |   |
| Select funding type:   | <input checked="" type="checkbox"/> Federal  | <input checked="" type="checkbox"/> Non-Federal   |   |
| Original funds total   | \$137,520.00   | \$38,200.00   |   |
| Additional funds total   | \$0.00   | \$0.00  |   |
| Grand total  | \$137,520.00   | \$38,200.00   |   |
| 18. Approved Budget  |  |   |   |



|                   |              |                     |             |
|-------------------|--------------|---------------------|-------------|
| Personnel         | \$0.00       | Fringe Benefits     | \$0.00      |
| Travel            | \$0.00       | Equipment           | \$0.00      |
| Supplies          | \$0.00       | Contractual         | \$0.00      |
| Construction      | \$114,600.00 | Other               | \$22,920.00 |
| Total Direct Cost | \$137,520.00 | Total Indirect Cost | \$0.00      |

|                             |              |
|-----------------------------|--------------|
| Total Non-Federal Funds     | \$38,200.00  |
| Total Federal Funds Awarded | \$137,520.00 |
| Total Approved Budget       | \$175,720.00 |

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

|  |           |      |
|--|-----------|------|
| Name and Title of Authorized Government Representative | Signature | Date |
|  |           |      |
| Name and Title of Authorized Recipient Representative  | Signature | Date |
|  |           |      |

#### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## 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 # 5038-37-9-18-173/174/175/176/177/179/356/357 (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:

- 5038-173: ButlerNurseryRdGraysCr \$17,250.00 (Hazardous Debris Removal)
- 5038-174: CallieRdDitch \$33,350.00 (Hazardous Debris Removal)
- 5038-175: CedarCrRdHarrisonCr \$33,350.00 (Hazardous Debris Removal)
- 5038-176: GillisHillRdLitRockfishCr \$33,350.00 (Hazardous Debris Removal)
- 5038-177: HW210BeaverDamCrTrib \$6,900.00 (Hazardous Debris Removal)
- 5038-179: SlocombRdTrib \$4,600.00 (Hazardous Debris Removal)
- 5038-356: SlocombRd2 \$12,000.00 (Hazardous Debris Removal)
- 5038-357: SuggsTurnbullCr \$12,000.00 (Hazardous Debris Removal)

### Budget Narrative

A. The estimated Round 2 costs for the Project:

1.  
Total Estimated Construction Costs: \$152,800.00  
Total Estimated Project Budgets (all project sites): \$175,720.00  
Total Estimated Federal Assistance: \$137,520.00

The budget includes:

#### Financial Assistance (FA):

Sites 173/174/175/176/177/179/356/357  
Available NRCS Construction Assistance (75% NRCS) = \$114,600.00  
Required Sponsor Construction Assistance (25%) = \$38,200.00  
Total Estimated Construction Costs = \$152,800.00

#### Technical Assistance (TA):

- Sites 173/174/175/176/177/179/356/357  
Available NRCS Technical Assistance (15% Est. Construction Costs) = \$22,920.00
2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 15 percent of the total construction cost 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 required 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 of 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](mailto: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](mailto: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](mailto: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 commencement 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.

## GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

### U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

#### GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

#### I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debaring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

#### II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.



The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FAPC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

#### IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

## V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

## VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

## IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:  
  
Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.  
Room 6819 South Building Washington, DC 20250
- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:  
  
"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

#### X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

~~e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.~~

#### XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

#### XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

#### XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.



#### XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

#### XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

~~The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.~~

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System. vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. ~~Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.~~

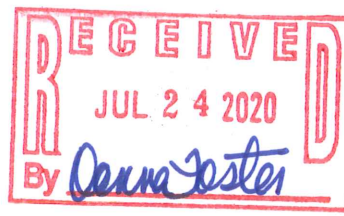
d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

## XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.



U.S. Department of Agriculture  
Natural Resources Conservation Service



3

NRCS-ADS-093

**NOTICE OF GRANT AND AGREEMENT AWARD**

|   |  |   |   |
|---|--|---|---|
| 1. Award Identifying Number<br>NR204532XXXXC042   | 2. Amendment Number  | 3. Award /Project Period<br>NRCS signature - 03/09/2021   | 4. Type of award instrument:<br>Cooperative Agreement                 |
| 5. Agency (Name and Address)<br><br>Natural Resources Conservation Service<br>4407 Bland Road, Suite 117<br>Raleigh, NC 27609                         |  | 6. Recipient Organization (Name and Address)<br><br>COUNTY OF CUMBERLAND<br>P O BOX 1829<br>FAYETTEVILLE NC 28302-1829<br><br>DUNS: 088571690      EIN: |   |
| 7. NRCS Program Contact<br><br>Name: JAMES KJELGAARD<br>Phone:<br>Email: jim.kjelgaard@usda.gov   | 8. NRCS Administrative Contact<br><br>Name: MOIRA SANFORD<br>Phone: (614) 255-2495<br>Email: MOIRA.SANFORD@OH.USDA.GOV | 9. Recipient Program Contact<br><br>Name:<br>Phone:<br>Email:   | 10. Recipient Administrative Contact<br><br>Name:<br>Phone:<br>Email: |
| 11. CFDA<br>10.923  | 12. Authority<br>33 U.S.C. 701b-1  | 13. Type of Action<br>New Agreement   | 14. Program Director<br><br>Name:<br>Phone:<br>Email:                 |
| 15. Project Title/ Description: EWP 5038 Cumberland County Round 3 DSR 37-08-18-5038-391/392/393 channel clearing and bank stabilization (6000014622) |  |   |   |
| 16. Entity Type: B = County Government  |  |   |   |
| 17. Select Funding Type   |  |   |   |
| Select funding type:  | <input checked="" type="checkbox"/> Federal  | <input checked="" type="checkbox"/> Non-Federal   |   |
| Original funds total  | \$162,000.00   | \$45,000.00   |   |
| Additional funds total  | \$0.00   | \$0.00  |   |
| Grand total   | \$162,000.00   | \$45,000.00   |   |
| 18. Approved Budget   |  |   |   |

|                   |              |                             |              |
|-------------------|--------------|-----------------------------|--------------|
| Personnel         | \$0.00       | Fringe Benefits             | \$0.00       |
| Travel            | \$0.00       | Equipment                   | \$0.00       |
| Supplies          | \$0.00       | Contractual                 | \$0.00       |
| Construction      | \$135,000.00 | Other                       | \$27,000.00  |
| Total Direct Cost | \$162,000.00 | Total Indirect Cost         | \$0.00       |
|                   |              | Total Non-Federal Funds     | \$45,000.00  |
|                   |              | Total Federal Funds Awarded | \$162,000.00 |
|                   |              | Total Approved Budget       | \$207,000.00 |

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

|  |           |      |
|--|-----------|------|
| Name and Title of Authorized Government Representative | Signature | Date |
|  |           |      |
| Name and Title of Authorized Recipient Representative  | Signature | Date |
|  |           |      |

#### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## 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 # 5038-37-9-18-391/392/393 (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:

- 5038-391: PennystoneDr \$60,000.00 (Debris Removal/Bank Stabilization/NC PE Sealed Design)
- 5038-392: Myrover-Reese \$60,000.00 (Hazardous Debris Removal/Sediment Removal)
- 5038-393: BainbridgeRd \$60,000.00 (Hazardous Debris Removal)

### Budget Narrative

A. The estimated Round 3 costs for the Project:

1.  
Total Estimated Construction Costs: \$180,000.00  
Total Estimated Project Budgets (all project sites): \$207,000.00  
Total Estimated Federal Assistance: \$162,000.00

The budget includes:

Financial Assistance (FA):

Sites 391/392/393

Available NRCS Construction Assistance (75% NRCS) = \$135,000.00

Required Sponsor Construction Assistance (25%) = \$45,000.00

Total Estimated Construction Costs = \$180,000.00

Technical Assistance (TA):

Sites 391/392/393

Available NRCS Technical Assistance (15% Est. Construction Costs) = \$27,000.00

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 15 percent of the total construction cost 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 required 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 of 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](mailto: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](mailto: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](mailto: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 commencement 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.



## GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

### U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

#### GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

#### I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debaring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

#### II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FPAC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

#### IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

## V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

## VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

## IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:  
  
Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.  
Room 6819 South Building Washington, DC 20250
- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:  
  
"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

#### X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

~~e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.~~

#### XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

#### XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

#### XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.



#### XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

#### XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

~~The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.~~

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System. vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. ~~Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.~~

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

## XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.



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

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/COMMUNITY SAFETY**

**DATE: 8/5/2020**

**SUBJECT: GUARDIAN AD LITEM (GAL) OFFICE SPACE REQUEST**

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

**Presenter(s): TRACY JACKSON, ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/COMMUNITY SAFETY**

**BACKGROUND**

The Guardian Ad Litem (GAL) Office has submitted a request through Sanya Eller, Cumberland County District Courts, for office space for a GAL attorney. The space being requested is noted as "CONF" near the public waiting area on the second floor of the E. Maurice Braswell Cumberland County Courthouse (see attached). The GAL attorney has a shared office, but this request is being made due to COVID-19 for distancing purposes.

This location has a mechanical room at the rear that has to be accessed from time-to-time by Facilities staff and contractors in order to perform maintenance and repairs. Under normal circumstances, County staff would not recommend using this space as an office due to the mechanical room access, but staff recommends allowing the temporary use of this space due to Covid-19.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends allowing the temporary use of this space due to Covid-19.

**ATTACHMENTS:**

Description

Type

Floorplan Showing Requested Space

Backup Material



SECOND FLOOR PLAN





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

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**DATE: 7/31/2020**

**SUBJECT: CONVERTING SPECTRUM CHANNEL 5 FROM AN EDUCATIONAL  
CHANNEL TO A COUNTY GOVERNMENT CHANNEL**

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

**Presenter(s): SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**BACKGROUND**

Charter Communications provides two Public, Educational, or Governmental (PEG) channels in Cumberland County under G.S. 66-357. One channel is assigned to Cumberland County and is operated as an educational channel by Fayetteville Technical Community College. The other PEG channel is assigned to and operated by the City of Fayetteville as a city government access channel.

Management is recommending converting the Fayetteville Cumberland Educational TV Channel (FCETV), which appears on Spectrum Channel 5, from an educational channel to a County government channel and transferring operations from FTCC to the County's Public Information Office.

County management met with FTCC President Dr. Larry Keen and his team in July to discuss transitioning Channel 5 to a County government channel. FTCC supports the change and declined the option of the County requesting an additional PEG Channel from Charter and moving FCETV to the higher channel tier.

FTCC will maintain its on-campus studio for its media services production.

**Transition Plan:** If the recommendation is approved by the Board of Commissioners at the Aug. 17 meeting, a Letter of Notification would be sent to Charter Communications that the County wishes to re-designate and

re-brand the channel as a Government Access Channel operated and programmed by Cumberland County Government. The County would have 120 days to launch the new channel.

PIO would operate the channel from the media room in the Courthouse. Fiber connectivity to the headend on Raeford Road is already in place. Space in the lower level of Headquarters Library has been converted into a video and still production studio.

The County would invest in hardware and software and preliminary estimates are approximately \$50,000 for one-time costs. There will be annual software renewal fees.

The investment also includes hardware and software that will stream content on smart TVs and streaming devices.

### **RECOMMENDATION / PROPOSED ACTION**

Consider the recommendation to convert the Fayetteville Cumberland Educational Channel (Spectrum Channel 5) to a County Government Access Channel and move the item to the Aug. 17 full board meeting.



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY H. CANNON, COUNTY MANAGER**

**DATE: 8/6/2020**

**SUBJECT: REQUEST THAT CUMBERLAND COUNTY JOIN IN MOORE COUNTY'S EFFORTS TO CONVENE A MEETING TO EXPLORE OPTIONS IN RESTORING WOODLAKE DAM FOR FLOOD MITIGATION**

**Requested by: COMMISSIONER GLENN ADAMS, VICE CHAIRMAN**

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

**BACKGROUND**

Cumberland County received a request from Mr. Ellis Hankins, of the Brough Law Firm, regarding the urgency to restore the Woodlake/Lake Surf Dam in Moore County to mitigate recurring flooding downstream along the Little River. The request is seeking permission to inform state agency officials that Cumberland County joins in Moore County's request to convene a meeting to explore potential solutions to address this urgent matter.

**RECOMMENDATION / PROPOSED ACTION**

Consider the request to join Moore County's request to convene a meeting.

**ATTACHMENTS:**

| Description  | Type            |
|--|-----------------|
| Request to Consider Flood Mitigation Measures for the Restoration of Woodlake/Lake Surf Dam (Little River, Moore County) | Backup Material |



|                       |                            |
|-----------------------|----------------------------|
| G. Nicholas Herman    | herman@broughlawfirm.com   |
| Robert E. Hornik, Jr. | hornik@broughlawfirm.com   |
| T.C. Morphis, Jr.     | morphis@broughlawfirm.com  |
| Albert M. Benshoff    | benshoff@broughlawfirm.com |
| S. Ellis Hankins      | hankins@broughlawfirm.com  |
| Kevin R. Hornik       | khornik@broughlawfirm.com  |
| Brady N. Herman       | bherman@broughlawfirm.com  |

July 28, 2020

VIA U.S. MAIL AND EMAIL: [wmfaircloth@co.cumberland.nc.us](mailto:wmfaircloth@co.cumberland.nc.us)  
[gadams@co.cumberland.nc.us](mailto:gadams@co.cumberland.nc.us)

The Honorable Marshall Faircloth  
The Honorable Glenn Adams  
Board of Commissioners  
Cumberland County  
117 Dick Street  
Fayetteville, NC 28301-5763

Re: Flood Mitigation Measures  
Restoration of Woodlake/Lake Surf Dam (Little River, Moore County)

Dear Chairman Faircloth and Vice Chairman Adams:

I hope all is relatively well in Cumberland County during these challenging times.

Recently I talked with the County Manager about the urgent need to restore the Woodlake/Lake Surf Dam in Moore County, to mitigate recurring flooding downstream along the Little River. As I mentioned to Ms. Cannon, our firm represents property owners in the Woodlake subdivision who have an interest in restoring the dam and the lake in their neighborhood.

As you recall, Hurricane Matthew caused massive flooding in southeastern NC in October 2016. The entity responsible for operating the Woodlake/Lake Surf Dam did not open the spillway gates to release significant quantities of water. That mitigated downstream flooding, but caused the lake water level to rise dramatically, with significant flooding of properties abutting the lake. The dam sustained significant damage but did not breach.

Subsequently, the Dam Safety Division of the NC Department of Environmental Quality (DEQ) sought and obtained a court order allowing it to breach the dam, and its contractors breached the dam. Representations were made at the time that the dam soon would be restored. After the breach, the dam could not retain the flood waters resulting from Hurricane Florence in September 2018. There was massive flooding and property damage downstream, including within the Town of Spring Lake and other areas in Cumberland County. The flooding also washed out NC Highway 690 below the dam, which NCDOT had to repair at great expense.



Our objective is to negotiate the restoration of the dam with a combination of private funds and any available public funds, thereby refilling the lake and mitigating future flooding downstream in Moore and Cumberland County. As our first step, we will seek to convene a meeting on this range of issues in Raleigh. Ideally the participants will include the Governor's Office, DEQ, the Attorney General's Office, NCDOT, the Division of Emergency Management, Moore County, Cumberland County, the Town of Spring Lake, and interested parties from Woodlake.

One approach might be to secure partial public funding from federal, state and local government sources, to be combined with or matched by private funds. For one thing, the General Assembly authorized boards of county commissioners to levy special assessments on real property for dam restoration purposes, and to issue bonds secured by the special assessment revenues (2019). We will discuss that with the Moore County Board of Commissioners, as a part of the solution.

**Respectfully, we request permission to inform state officials in the agencies listed above that Cumberland County joins in our request to convene a meeting to explore potential solutions to this urgent matter.** We are making the same request of the Spring Lake Board of Aldermen, and Mayor Dobbins has been very receptive. We believe that the likelihood of our being able to convene a meeting to discuss funding for restoration of the dam would be enhanced very significantly if Cumberland County and the Town of Spring Lake join with us in the request.

The Woodlake property owners are paying our legal fees, so we are not requesting that the County pay a portion of our fees. The interests of the property owners, Cumberland County and the Town are aligned—recent history demonstrates that restoring the dam will contribute significantly to mitigating future flooding during hurricanes and other high volume rain events.

Thank you for your consideration of our request. I am happy to provide additional information, and also will be pleased to participate in a Board meeting to discuss the matter.

Sincerely yours,

THE BROUGH LAW FIRM, PLLC



S. Ellis Hankins

Cc: Mike Sprayberry, Director, Division of Emergency Management, NC Department of Public Safety  
Amy Cannon, County Manager  
Rick Moorefield, County Attorney (Email: [rmoorefield@co.cumberland.nc.us](mailto:rmoorefield@co.cumberland.nc.us))  
Tracy Jackson, Assistant County Manager ([tjackson@co.cumberland.nc.us](mailto:tjackson@co.cumberland.nc.us))





**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY H. CANNON, COUNTY MANAGER**

**DATE: 8/6/2020**

**SUBJECT: FORMAL RATIFICATION OF TERMINATION OF STATE OF  
EMERGENCY FOR TROPICAL STORM ISAIAS**

**Requested by: AMY H. CANNON**

**Presenter(s): AMY H. CANNON**

**BACKGROUND**

A State of Emergency was declared for Tropical Storm Isaias on Monday, August 3, 2020. Per the most recent changes in the County ordinance, approval of the Board is required to initiate and terminate a declaration. Approval to terminate the State of Emergency was provided by the Board of Commissioners on Tuesday, August 4 by email and this item is presented to the Board at the August 13, 2020 Agenda Session for consideration of formal ratification of that action.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends moving this request forward as a Consent Agenda item to the August 17, 2020 Board of Commissioners' Meeting for formal ratification of Termination of State of Emergency for Tropical Storm Isaias.

**ATTACHMENTS:**

| Description   | Type            |
|---|-----------------|
| Termination of State of Emergency - Tropical Storm Isaias | Backup Material |

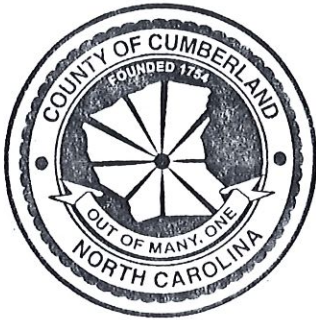
**TERMINATION OF STATE OF EMERGENCY  
TROPICAL STORM ISAIAS**

**WHEREAS**, on Monday, August 3, 2020 at 9:15 a.m., the Board of Commissioners of Cumberland County determined and declared that a State of Emergency existed within the unincorporated areas of Cumberland County, North Carolina.

**WHEREAS**, I, Amy H. Cannon, County Manager of the County of Cumberland, have determined that the conditions constituting a State of Emergency no longer exist within the unincorporated areas of Cumberland County, North Carolina.

**NOW, THEREFORE**, I, and Mayors who have signed on behalf of their respective municipalities, hereby rescind the above referenced Declaration of a State of Emergency and all the restrictions and orders contained therein.

This declaration is effective Tuesday, August 4, 2020 at 5:00 p.m.



**DECLARED** Tuesday, August 4, 2020 at 5:00 p.m.

Amy H. Cannon, County Manager  
County

**ATTEST:**

Candice H. White, Clerk to the Board



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD AND AMY H. CANNON, COUNTY MANAGER**

**DATE: 8/6/2020**

**SUBJECT: REQUEST FROM THE TOWN OF WADE TO RECONSIDER THE INDEMNITY PROVISION IN THE INTERLOCAL AGREEMENT FOR CODE ENFORCEMENT**

**Requested by: COMMISSIONER MARSHALL FAIRCLOTH, CHAIRMAN**

**Presenter(s): RICK MOOREFIELD AND AMY CANNON**

**BACKGROUND**

Chairman Faircloth referred Mayor Dixon's concerns to the County Attorney and County Manager for guidance and direction for the Board of Commissioners to reconsider the indemnity provision in the Town of Wade Interlocal Agreement for Code Enforcement. This item will be presented by the County Attorney and County Manager at the August 13, 2020 Agenda Session.

The Town of Wade had requested the County to enter into an Interlocal Agreement for Code Enforcement, which was passed by the Board of Commissioners' at their September 16, 2019 meeting. The agreement was approved requiring that the Town of Wade remain liable for any claim not covered by its insurance. The minutes reflect that provision and the Interlocal Agreement complies with that recommendation. The minutes and the original Interlocal Agreement for Code Enforcement are attached for your review.

The Town of Wade has recently requested the County to reconsider changes to the Interlocal Agreement for Code Enforcement regarding the indemnification provisions. Their request dated July 15, 2020 is attached for your review and provides information regarding concerns the Town has with the Interlocal Agreement.

**RECOMMENDATION / PROPOSED ACTION**

This item is being presented for discussion.

**ATTACHMENTS:**

| Description  | Type            |
|--|-----------------|
| Request from Town of Wade to Reconsider Interlocal Agreement for Code Enforcement  | Backup Material |
| Board of Commissioner September 16, 2019 Minutes with Approval of Town of Wade Interlocal Agreement for Code Enforcement | Backup Material |

MAYOR  
JOSEPH DIXON



RECEIVED  
7/17/20  
C. Price

TOWN CLERK  
CINDY C. BURCHETT

BOARD OF COMMISSIONERS

KENNETH GRIFFIN • JOHNNY LANTHORN • JOHNNY SAWYER • GEORGE STRATER • JENNIFER WEAVER

July 15, 2020

Ms. Amy Cannon  
County Manager, County of Cumberland  
P.O. Box 1829  
Fayetteville, NC 28302

Subject: Agreement for Enforcement of Cumberland County Code

Dear Ms. Cannon:

Please accept this letter as a formal request for assistance in resolving the issue that the Town of Wade is having in regard to the enforcement of Cumberland County Code. The Town needs assistance with the enforcement of minimum hosing standards, junk vehicles and overall standards to clean up areas within the Wade city limits. Currently, inspections are being performed within the Town for new construction projects so it is apparent that the County does have some jurisdiction within the Town. This fact makes it difficult to understand why there is no jurisdiction for other types of inspections.

As Mayor of the Town, I am very concerned with the vote of the County Commissioners to require the Town of Wade ("Town") to remain liable for claims related to the Interlocal Agreement to enforce the Cumberland County Code. This is very important to the Town and I feel that the County Commissioners are not aware of its importance to the Town and the concerns that we have as the agreement is currently written. I am writing you in the spirit of compromise in hopes that we can reach an agreement.

On or about September 12, 2019, the Cumberland County Commissioners voted to recommend that the Agreement for Interlocal Undertaking to Enforce Cumberland County Code ("Interlocal Agreement") require the Town to remain liable for any claim not covered by its insurance. In an effort to reach an agreement with the County, the Town has reached out to its insurer to determine what matters the Town would not have coverage for under its general liability insurance. Unfortunately, it appears that as the indemnity provision contained within the Interlocal Agreement is currently written, the Town would essentially have no insurance at all. The Town has general liability coverage through the NC League of Municipalities. The League, along with the Town's legal counsel, has expressed a number of concerns with the Interlocal Agreement. First, the indemnity provision in the Interlocal Agreement is too expansive. Second, liability coverage for the Town is excluded from the Town's general liability policy. Third, the indemnity provision may be unconstitutional.

The Interlocal Agreement (paragraph 6) provides that the Town is solely liable and responsible for all costs associated with any claim made or lawsuit filed against the County related to any incident by any of the County's officials or employees for any action omission, negligence or constitutional violation without



limitation. I am advised that such broad language includes matters outside of the Cumberland County Code and does not matter whether the Town is negligent or has committed any act whatsoever. The Town does not have an issue with indemnifying the County for any negligent or wrongful acts of the Town. However, the Interlocal Agreement provides that the Town indemnify the County for the County's wrongful or negligent actions regardless of the subject matter.

As it is explained to me, the Town's general liability policy specifically excludes contractual liability for bodily injury and property damage which the Town is obligated to pay damages because of the requirement of liability in a contract or agreement. I am informed that the exceptions to the exclusion are liability for damages that the Town would have in the absence of the contract or are assumed in a contract that is an insured contract. I am informed that the Interlocal Agreement is not an insured contract and the exception does not apply because the Interlocal Agreement requires the Town to indemnify the County for bodily injury or property damage due to the County's negligence and not the Town's negligence or actions.

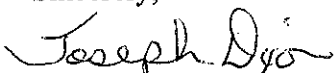
Lastly, I am informed that the Interlocal Agreement's indemnity provision may be unconstitutional pursuant to the loan of credit clause in the North Carolina Constitution (Article V, Section 4). I am advised that the subject clause has been interpreted as preventing a local government from indemnifying another party for the other party's financial obligations.

I am further confused because it appears that the County Commissioners based their decision to require the Town to be liable regardless of the Town's insurance because the County does not carry general liability insurance and relies on the defense of governmental immunity. Therefore, if a claim is not covered by the Town's insurance, the County would be fully liable. I do not understand how the County would be liable if it does not have general liability coverage as it would have governmental immunity. In contract, the Town does have general liability coverage and would be in danger of having waived its governmental immunity.

For the above reasons, I request that the County reconsider the indemnity provision as written in the Interlocal Agreement and agree that the Town only be required to indemnify the County to the extent that it has coverage. If this is not acceptable, I request that the County Commissioners agree to work with the Town to arrive at some arrangement which is agreeable to all and does not place the Town in such a predicament. Over the last three fiscal years, the Town has already had to bear the burden of legal fees in the amount of approximately \$5,000 in an effort to get the matter resolved.

Thank you for your consideration of this letter. This issue is not only important to the Town of Wade, but also to the other smaller municipalities located in Cumberland County. The overall goal of all our elected officials and citizens is for the appearance of Cumberland County to be pristine so that we can attract future development and growth and have pride in the place that we call home.

Sincerely,



Joseph Dixon  
Mayor  
Town of Wade

CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
MONDAY, SEPTEMBER 16, 2019 – 6:45 PM  
117 DICK STREET, 1ST FLOOR, ROOM 118  
REGULAR MEETING MINUTES

PRESENT: Commissioner Jeannette Council, Chair  
Commissioner Marshall Faircloth, Vice Chairman  
Commissioner Glenn Adams  
Commissioner Michael Boose  
Commissioner Charles Evans  
Commissioner Jimmy Keefe  
Commissioner Larry Lancaster  
Amy Cannon, County Manager  
Tracy Jackson, Assistant County Manager  
Sally Shutt, Assistant County Manager  
Darian Cobb, Fellow with NCACC County Manager Fellowship Program  
Rick Moorefield, County Attorney  
Rob Hasty, Assistant County Attorney  
Vicki Evans, Finance Director  
Deborah Shaw, Budget Analyst  
Heather Harris, Budget Analyst  
Jeffery Brown, Engineering and Infrastructure Director  
Joel Strickland, FAMPO Director and Interim Planning Director  
Ed Byrne, Senior Planner  
Nedra Rodriguez, Workforce Development Director  
Lisa Blauser, Sheriff's Office Business Manager  
Candice H. White, Clerk to the Board  
Kellie Beam, Deputy Clerk to the Board

Town of Wade  
Interlocal  
Agreement for  
Code Enforcement  
Item - See  
next  
page.

Chair Council called the meeting to order.

INVOCATION / PLEDGE OF ALLEGIANCE

Pastor Riley Halliday, Manna Church, provided the invocation followed by the Pledge of Allegiance to the American flag led by Commissioner Evans.

INTRODUCTION OF FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS

Dede Effen  
Ramie Mack

Dede Effen stated she is the current chair of the FCYC and attends Massey Hill Classical High School. Ramie Mack stated she is the 9<sup>th</sup> grade liaison to the FCYC, this is her first time attending a Board of Commissioners' meeting and she attends Seventy First High School.

PUBLIC COMMENT PERIOD

Amy Cannon, County Manager, read the public comment policy. Chair Council recognized the clerk to the board who called the following speakers:

Willie C. Williams – Mr. Williams stated he is president of the Community Awareness Alliance. Mr. Williams stated the goal of the CCA is to support and provide solutions to issues in the community such as homelessness. Mr. Williams spoke to his interaction with a homeless individual and stated he has a feeling nothing is going to happen for the homeless. Mr. Williams asked the Board of Commissioners to do something for the homeless and help the City of Fayetteville.

Amy Cannon, County Manager, requested the correction to the amount in the cover memo for agenda Item 2.F. from \$65,000 to \$65,900.

1. APPROVAL OF AGENDA

All references to any materials which are described in these minutes or incorporated into these minutes are to the materials that are contained in the same numbered item in the agenda for this meeting. These may be viewed online in the agenda set out on this web page  
<http://co.cumberland.nc.us/departments/commissioners-group/commissioners/meeting-documents>

#### RECOMMENDATION / PROPOSED ACTION

At the September 12, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the September 16, 2019 Board of Commissioners' Meeting:

1. Approval of Contract for Universal Protection Service, LP d/b/a Allied Universal Security Services in the amount of \$235,000.
7. Approval of Interlocal Agreement with the Town of Wade

#### BACKGROUND

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

#### RECOMMENDATION / PROPOSED ACTION

County attorney recommends the Board consider the following options:

- (1) Approve Town's request as presented; or
- (2) Require Town to remain liable for any claim not covered by its insurance.

At its September 12, 2019, Agenda Session, the Board voted to recommend that the agreement require the Town to remain liable for any claim not covered by its insurance.

The attached agreement complies with that recommendation.

MOTION: Commissioner Faircloth moved to approve consent agenda Items 2.A. – 2.K.7.  
SECOND: Commissioner Adams  
VOTE: UNANIMOUS (7-0)

#### 3. PUBLIC HEARINGS

Ms. Cannon explained the Board of Commissioners' procedures for public hearings.

- A. No Rezoning Cases for the September 16, 2019 Board of Commissioners' Meeting
- B. Public Hearing for Approval of Resolution and Submission of FY 2021 North Carolina Department of Transportation Public Transportation Grants

#### BACKGROUND

Staff requests a public hearing be held regarding the FY 2021 Community Transportation Program (5311) Grant Application which is due October 4, 2019. Staff also request approval for submission of grant applications for ROAP, 5310, and 5307 in the amounts listed below. This is an annual request that funds the Cumberland County Community Transportation Program which coordinates existing transportation programs operating in Cumberland County using local transportation providers. The funding period will run from July 1, 2020 to June 30, 2021. Funding will be used to provide trips to work, school, medical, and general errands.

The administrative portion will be used for salaries and fringes of the Transportation Coordinator and the Transportation Assistants, office supplies, driver drug and alcohol testing, travel to

NORTH CAROLINA  
CUMBERLAND COUNTY

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

TOWN OF WADE

By: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

Ratified by Town's Governing Board on \_\_\_\_\_

CUMBERLAND COUNTY

By: \_\_\_\_\_  
Jeannette M. Council, Chair  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Candice White, Clerk to the Board

Ratified by the Cumberland County Board of Commissioners on \_\_\_\_\_



## **OFFICE OF THE COUNTY MANAGER**

### **MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY CANNON, COUNTY MANAGER**

**DATE: 8/7/2020**

**SUBJECT: BOARD OF COMMISSIONERS' MEETING ROOM OPTIONS AND CONSIDERATIONS WITH COVID-19**

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

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

#### **BACKGROUND**

The ongoing presence of COVID-19 continues to create legal and health/safety considerations in how we conduct our Board meetings. The County Attorney advised the Board on May 21, 2020, "the prohibition of mass gatherings does not apply to government operations and conducting a board meeting is a government operation, but we still need to follow the recommendations of the CDC, DHHS and our HD for social distancing and minimizing exposure during these meetings." Management has implemented measures in all county facilities and with our workforce to minimize the risk of exposure and spread of the virus.

As you know the Governor has extended Phase II measures to control the public health risks since the daily case counts and percentage of positive COVID-19 tests remain at a high level. Locally we have not seen the downward trajectory in the number or percentage of positive cases and our hospital admissions have increased. Dr. Green will provide a brief update at the August 17, 2020 for the Board and public regarding our local situation.

Based upon statewide and local conditions, we must continue to follow the CDC and DHHS recommendations on social distancing and wearing face coverings when physical distancing of six feet is not possible. As you know social distancing cannot be achieved with all seven commissioners seated at the dais in room 118. During the months of May and June, we improvised and moved three Board seats down below the dais to allow the use of our normal meeting room which has a direct connection to Spectrum for live broadcasting on Channel 5. Since COVID-19 continues to pose public health and safety risk for the foreseeable future, Management wanted to offer an alternative option to the current seating configuration of

room 118.

Another option for Board meetings is to use the multi-purpose room in the Tony Rand Student Center at Fayetteville Technical Community College. That room also has a direct connection to Spectrum for broadcasting purposes and will allow for social distancing of Board members, staff, and the public. An elevated platform with tables and draping would create the dais and achieve social distancing. As you may recall, the Board utilized this room previously for a swearing in ceremony.

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

Discussion of meeting room options which comply with recommendations of the CDC, DHHS and our Health Director for social distancing and minimizing exposure.



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 7/17/2020**

**SUBJECT: SOUTHERN HEALTH PARTNERS, INC. QUARTERLY STATISTICAL  
REPORT ON INMATE HEALTHCARE**

**Requested by: BOARD OF COUNTY COMMISSIONERS**

**Presenter(s): NA**

**BACKGROUND**

Through a contract with the Board of Commissioners, Southern Health Partners, Inc. has been providing services to the inmates at the Cumberland County Detention Center since July, 2017.

The most recently updated quarterly statistical report of inmate healthcare as reported by Southern Health Partners, Inc. is provided in the attachment.

**RECOMMENDATION / PROPOSED ACTION**

For information only - no action needed.

**ATTACHMENTS:**

Description

SHP - Quarterly Report June 2020

Type

Backup Material

**Southern Health Partners, Inc. Quarterly Statistics Report on Inmate Health Care**  
**July 1, 2017 - June 30, 2020**

Provided for the Cumberland County Board of Commissioners

| Data Set                                     | Description   | Fiscal Year 2018 |             |             |             | Fiscal Year 2019 |             |             |             | Fiscal Year 2020 |             |             |             | Average over all Quarters |
|--|---|------------------|-------------|-------------|-------------|------------------|-------------|-------------|-------------|------------------|-------------|-------------|-------------|---------------------------|
|  |   | 1st Quarter      | 2nd Quarter | 3rd Quarter | 4th Quarter | 1st Quarter      | 2nd Quarter | 3rd Quarter | 4th Quarter | 1st Quarter      | 2nd Quarter | 3rd Quarter | 4th Quarter |                           |
| 1  | # of Hospital Admissions  | 7                | 5           | 6           | 9           | 6                | 4           | 4           | 3           | 3                | 4           | 2           | 3           | 5                         |
| 2  | # Sent to Emergency Room  | 20               | 16          | 20          | 29          | 18               | 16          | 11          | 8           | 10               | 16          | 6           | 9           | 15                        |
| 3  | # Outside Medical Visits (includes any specialty)                               | 27               | 32          | 42          | 27          | 44               | 27          | 28          | 40          | 41               | 19          | 24          | 12          | 30                        |
| 4  | # of In-House X-Ray Services  | 38               | 50          | 82          | 88          | 78               | 54          | 69          | 95          | 75               | 78          | 105         | 45          | 71                        |
| 5  | # Seen On-Site By Mental Health   | 792              | 1188        | 461         | 461         | 1220             | 1403        | 1324        | 963         | 1043             | 859         | 1034        | 691         | 953                       |
| 6  | # Seen by Physician and/or Physician Providers                                  | 132              | 154         | 222         | 291         | 354              | 288         | 299         | 319         | 256              | 300         | 267         | 196         | 257                       |
| 7  | # Seen by Dentist (includes on-site & off-site)                                 | 56               | 77          | 66          | 63          | 53               | 42          | 56          | 69          | 63               | 51          | 48          | 54          | 58                        |
| 8  | # of Receiving Screens done by Medical Staff                                    | 340              | 0           | 0           | 0           | 0                | 2021        | 3500        | 2946        | 2924             | 2923        | 2836        | 1479        | 1581                      |
| 9  | # Seen by Medical Staff for Sick Call   | 2029             | 2986        | 3612        | 3298        | 3512             | 3672        | 3739        | 3598        | 3507             | 4304        | 3513        | 3045        | 3401                      |
| 10   | # of History and Physicals Performed  | 377              | 858         | 1163        | 1487        | 1365             | 1353        | 1296        | 1243        | 1721             | 1476        | 1418        | 925         | 1224                      |
| 11   | # of Rapid Plasma Reagin's performed (STD testing/syphilis)                     | 331              | 399         | 549         | 513         | 538              | 489         | 486         | 440         | 342              | 415         | 312         | 0           | 401                       |
| 12   | # of Other Sexually Transmitted Diseases  | 6                | 13          | 13          | 16          | 12               | 6           | 18          | 14          | 7                | 13          | 6           | 8           | 11                        |
| 13   | # of Medical Refusals by Inmate   | 77               | 345         | 803         | 451         | 504              | 358         | 409         | 502         | 602              | 774         | 603         | 385         | 484                       |
| 14   | # of Inmate Blood Sugar Checks  | 2239             | 2145        | 1728        | 1554        | 2508             | 2100        | 4265        | 3455        | 3362             | 3993        | 4105        | 2651        | 2842                      |
| 15   | # of Inmate Blood Pressure Checks   | 625              | 763         | 741         | 962         | 1193             | 1508        | 1705        | 2105        | 2510             | 2006        | 1776        | 1012        | 1409                      |
| 16   | # of TB Screens and/or PPD Tests  | 274              | 858         | 1163        | 1487        | 1365             | 1353        | 1296        | 1250        | 1305             | 1476        | 1418        | 925         | 1181                      |
| 17   | # of Staph/MRSA Patients In-house   | 48               | 14          | 7           | 0           | 0                | 1           | 0           | 15          | 7                | 1           | 2           | 1           | 8                         |
| 18   | # of Pregnant Females   | 9                | 11          | 16          | 18          | 22               | 19          | 18          | 12          | 9                | 14          | 15          | 5           | 14                        |
| 19   | # of HIV Patients In-House  | 19               | 38          | 33          | 20          | 16               | 11          | 25          | 26          | 25               | 14          | 17          | 12          | 21                        |
| 20   | # of Inmates Placed on Suicide Watch  | 95               | 113         | 115         | 109         | 94               | 141         | 133         | 305         | 861              | 169         | 260         | 504         | 242                       |
| 21   | # of Inmate Deaths  | 1                | 0           | 0           | 3           | 0                | 0           | 0           | 0           | 2                | 1           | 0           | 0           | 1                         |
| 22   | # of Inmates on Detox Protocols   | 94               | 81          | 65          | 145         | 80               | 200         | 175         | 208         | 214              | 177         | 150         | 49          | 137                       |
| 23   | # of Diabetic Patients  | no data          | no data     | no data     | no data     | no data          | no data     | no data     | no data     | no data          | no data     | 41          | 19          | 30                        |
| 24   | # of Asthma Patients  | no data          | no data     | no data     | no data     | no data          | no data     | no data     | no data     | no data          | no data     | 33          | 12          | 23                        |
| 25   | # of Meds Administered**  | no data          | no data     | no data     | no data     | no data          | no data     | no data     | no data     | no data          | no data     | 0           | 0           | 0                         |
| 26   | # of Medication Aversion Therapy Patients<br>(Suboxone for Opioid Use Disorder) | no data          | no data     | no data     | no data     | no data          | no data     | no data     | no data     | no data          | no data     | 9           | 17          | 13                        |
| <b>Average Daily Population per Quarter:</b> |   | <b>775</b>       | <b>740</b>  | <b>763</b>  | <b>746</b>  | <b>751</b>       | <b>725</b>  | <b>697</b>  | <b>649</b>  | <b>680</b>       | <b>714</b>  | <b>674</b>  | <b>537</b>  | <b>704</b>                |

Gray highlighted cells show outliers as compared to quarterly averages. Per contact at SHP, those quarters' data were inaccurately counted and reported.





## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/4/2020**

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

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

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

#### **BACKGROUND**

Cumberland County, in partnership with the North Carolina Office of Recovery & Resiliency (NCORR), is implementing a Community Recovery Infrastructure activity funded through the Community Development Block Grant Disaster Recovery Program. The attached report is an update on the status of the activity (Robin's Meadow Permanent Supportive Housing) undertaken by Cumberland County.

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

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

#### **ATTACHMENTS:**

| Description   | Type            |
|---|-----------------|
| Cumberland County Disaster Recovery Programs Update | Backup Material |

**CUMBERLAND COUNTY DISASTER RECOVERY PROGRAMS UPDATE**  
**FOR THE AUGUST 13, 2020**  
**BOARD OF COMMISSIONER'S AGENDA SESSION**

Status as of July 31, 2020:

Milestones/Activities:

- NCORR executed SRA with County December 17, 2019;
- Robins Meadow Permanent Supportive Housing Project/Community Recovery Infrastructure – received project specific award letter January 23, 2020;
- DRA-17 & HMGP Projects – County completed acquisition and demolition of 10 properties;
- Robins Meadow Permanent Supportive Housing Project/Community Recovery Infrastructure - A/E Services – The Wooten Company is working with the Community Development staff on the construction document phase; and
- A letter was sent to NCORR requesting additional CDBG-DR funds in the amount of \$1,000,000 to cover construction and supportive services.

Current Staffing:

- State POC: John Ebbighausen – Director of Disaster Recovery Programs, NC Office of Recovery & Resiliency (NCORR); Mary Glasscock; Infrastructure Manager (NCORR)
- Cumberland County:
  - Sylvia McLean, P.T. Community Development (CD) Consultant



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/4/2020**

**SUBJECT: COMMUNITY DEVELOPMENT UPDATE**

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

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

#### **BACKGROUND**

This report provides an update on projects and activities being implemented through the Community Development Department for Fiscal Year 2020 - 2021. The funding sources to carry out the projects and activities include the Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), Continuum of Care (CoC) Program, and general funds.

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

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

#### **ATTACHMENTS:**

| Description                  | Type            |
|------------------------------|-----------------|
| Community Development Update | Backup Material |

**COMMUNITY DEVELOPMENT UPDATE**  
**FOR THE AUGUST 13, 2020**  
**BOARD OF COMMISSIONER'S AGENDA SESSION**  
**Status as of July 31, 2020**

**FUNDING SOURCES**

- Community Development Block Grant (CDBG)
- Home Investment Partnerships Program (HOME)
- Continuum of Care Program
- General Funds

**PROJECTS AND ACTIVITIES FOR JULY 1, 2020 – JUNE 30, 2021 FUNDING CYCLE**

**Public Services (Total awarded = \$370,000 in CDBG funds)**

- Better Health of Cumberland County (\$80,000) - to provide prescription medication, eye exams, eyeglasses, dental extractions, and transportation assistance to low to moderate income persons.
- Cape Fear Valley Hospital / Cumberland County Medication Access Program (\$30,000) - For prescription medication and supplies. Will serve low to moderate income persons.
- Cumberland HealthNET (\$50,000) - For two Homeless Coordinated Entry Specialists positions, supplies, and printing.
- Endeavors (\$95,000) - To provide case management, rent/mortgage assistance, and utility payment assistance for those who are homeless or at-risk of being homeless.
- Fayetteville Urban Ministry (\$65,000) - For case management, housing assistance, services, and supplies. Will serve those who are homeless or at-risk of being homeless.
- The Salvation Army (\$50,000) - For shelter operating costs (supplies, rent, utilities, food, and maintenance). Will serve homeless individuals and families.
- Greater Life of Fayetteville, Inc. (Pending award) – will serve at-risk youth grades 3 – 8 through intervention prevention programs.

Note: CDBG funds normally have a cap of 15% of total allocation, which limits the amount that Community Development can award to public service activities. However, for the Program Years 2019 and 2020, the U.S. Department of Housing and Urban Development (HUD) suspended the cap during the COVID-19 crisis. This allowed Community Development to fund more agencies that provide human services such as rental assistance and health services.

**Affordable Housing Development (Total Pending = \$450,000 in CDBG and \$500,000 in HOME funds)**

- Action Pathways (\$113,300) – Rehabilitation of two housing units. Pending environmental review clearance. This project will benefit low to moderate income residents.
- Hillside – FMHA LLC (\$140,000) – Installation of HVAC units at a senior complex. Pending environmental review clearance.

- Kingdom Community Development Corporation (\$197,000 in CDBG and \$500,000 in HOME funds) – For acquisition and construction of affordable housing units located in Spring Lake. Pending environmental review clearance. This project will benefit low to moderate income residents.

### **Public Facilities / Infrastructure**

Town of Hope Mills – applied for funding in the amount of \$410,840 for the Ellison Street Sidewalk project. Project did not meet a national objective (benefiting low/mod, eliminating slum/blight, or addressing an urgent need).

### **Special Economic Development Activities**

Town of Spring Lake – applied for funding (\$2,500,000) to cover acquisition and infrastructure improvements. Community Development provided a conditional award letter with an allocation amount of \$500,000 pending commitments from other funding sources and environmental review clearance. The estimated number of full-time equivalent jobs to be created is 100, with at least 51 jobs targeting low to moderate income persons.

**Small Business Resiliency Program** – 56 applications were received, 18 award letters sent out, 24 ineligible, 3 pending award letters, and 11 still pending eligibility (missing documents, etc.).

### **Other Projects Rolled Over from Prior Year and Ongoing Projects**

Housing Rehabs (owner-occupied and rental)

Public Facilities Rehab:

- Myrover-Reese Fellowship Home – serves individuals who are homeless and have a substance use disorder.
- Family Endeavors' Reveille Retreat transitional housing – serves those who are homeless.

### **Disaster Recovery**

The contract with The Wooten Company is still in Legal. The contract is for construction documents, bidding, and construction administration in the amount not to exceed \$90,573. The Wooten Company presented the Robin's Meadow design before the Board of Commissioners on June 11, 2020. The contract was approved by the Board on June 15, 2020.

### **Fayetteville / Cumberland County Continuum of Care (CoC) on Homelessness**

The next BoD Committee meeting is usually held the second Wednesday of every month at 9:30 a.m.

### **Robin's Meadow Transitional Housing (Grant Cycle: July 1, 2020 – June 30, 2021) - \$80,517**

County-owned property (12 apartment style units) is provided as transitional housing for homeless families with children. Cumberland County Community Development currently serves as grantee but will eventually transfer grantee responsibilities to another agency through a Request for Proposal process.

### **Safe Homes for New Beginnings (Grant Cycle: December 1, 2019 – November 30, 2020)**

Cumberland County Community Development is planning to transfer grantee responsibilities to Cumberland Interfaith Hospitality Network/Family Promise, pending the CoC approval. CCCD currently has a subcontract with Family Promise but wish to relinquish its responsibilities as grantee.

### **Emergency Solutions Grant – CV**

Cumberland County Community Development serves as the Collaborative Applicant / Lead Agency on behalf of the CoC in the submission of grant applications to the State for Emergency Solutions Grant. Each year the State allocates approximately \$129K for the Fayetteville / Cumberland County area. This year, the State allocated an additional amount of ESG (COVID-19) funding in the amount of \$440,882 for Crisis Response (shelter operations & services), Housing Stability (rapid rehousing and homeless prevention), and street outreach. Community Development posted a Request for Proposal on behalf of the CoC. All project applications were submitted along with the collaborative application by July 17<sup>th</sup> to the State. The State awarded ESG-CV funding to Endeavors in



the amount of \$334,442 for housing stability and to the Salvation Army in the amount of \$106,400 for crisis response.

**Homeless Initiative (City and County)**

The next Homeless Committee meeting is tentatively scheduled for late August 2020.

|  |  | FY20 YTD Actual v. FY20 Budget | FY20 YTD Actual v. FY20 Projected* | FY20 YTD Actual v. FY19 Actual |
|--|--|--------------------------------|------------------------------------|--------------------------------|
|  |  |                                |                                    |                                |

| Category of Tax Revenue | FY20 YTD Actual | FY20 Budget   | \$<br>Variance | %<br>Variance | FY20<br>Projected | \$<br>Variance | %<br>Variance | FY19 Actual   | \$<br>Variance | %<br>Variance |
|-------------------------|-----------------|---------------|----------------|---------------|-------------------|----------------|---------------|---------------|----------------|---------------|
| Sales**                 | \$ 38,449,009   | \$ 43,327,484 | \$ (4,878,475) | -13%          | \$ 41,412,491     | \$ (2,963,482) | -8%           | \$ 45,124,463 | \$ (6,675,454) | -17%          |
| Food & Beverage         | 6,745,471       | 6,633,529     | 111,942        | 2%            | 6,617,871         | 127,600        | 2%            | 7,218,300     | (472,829)      | -7%           |
| Occupancy               | 1,469,474       | 1,500,000     | (30,526)       | -2%           | 1,493,574         | (24,100)       | -2%           | 1,772,614     | (303,140)      | -21%          |

\* FY20 Projected amounts were provided during the FY21 budget discussions to better emphasize the potential COVID-19 revenue impact.

\*\* FY20 Year-to-Date (YTD) Actual total for Sales Tax Revenue is not yet complete for the fiscal year.

This amount reflects 10 of 12 months of collections.

## **RECOMMENDATION / PROPOSED ACTION**

No action needed. For discussion purposes only.

## **ATTACHMENTS:**

Description

FY2020 June YTD preliminary financial report

Revenue graphs

Type

Backup Material

Backup Material

**County of Cumberland  
General Fund Revenues**

| REVENUES   | FY18-19<br>AUDITED    | FY19-20<br>ADOPTED BUDGET | FY19-20<br>REVISED BUDGET | YTD ACTUAL<br>(unaudited) AS OF<br>June 30, 2020 | PERCENT OF<br>BUDGET TO DATE | *   |
|--|-----------------------|---------------------------|---------------------------|--|------------------------------|-----|
| Ad Valorem Taxes                                     |                       |                           |                           |  |                              |     |
| Current Year   | \$ 165,634,524        | \$ 165,517,000            | \$ 165,517,000            | \$ 166,739,244                                   | 100.7%                       | (1) |
| Prior Years  | 1,252,112             | 1,186,000                 | 1,186,000                 | 817,963  | 69.0%                        |     |
| Motor Vehicles                                       | 19,996,530            | 19,937,832                | 19,937,832                | 20,340,183                                       | 102.0%                       | (2) |
| Penalties and Interest                               | 699,244               | 742,000                   | 742,000                   | 690,906  | 93.1%                        |     |
| Other  | 1,057,248             | 993,000                   | 993,000                   | 918,128  | 92.5%                        |     |
| Total Ad Valorem Taxes                               | 188,639,658           | 188,375,832               | 188,375,832               | 189,506,425                                      | 100.6%                       |     |
| Other Taxes  |                       |                           |                           |  |                              |     |
| Sales  | 45,124,463            | 43,327,484                | 43,327,484                | 38,449,009                                       | 88.7%                        | (3) |
| Real Estate Transfer                                 | 1,351,286             | 700,000                   | 700,000                   | 1,689,875  | 241.4%                       |     |
| Other  | 990,033               | 929,726                   | 929,726                   | 909,560  | 97.8%                        |     |
| Total Other Taxes                                    | 47,465,781            | 44,957,210                | 44,957,210                | 41,048,444                                       | 91.3%                        |     |
| Unrestricted & Restricted Intergovernmental Revenues | 59,774,565            | 62,157,523                | 65,279,765                | 55,447,396                                       | 84.9%                        | (4) |
| Charges for Services                                 | 14,213,771            | 13,255,898                | 13,710,334                | 12,833,528                                       | 93.6%                        |     |
| Other Sources (includes Transfers In)                | 3,880,475             | 2,668,738                 | 2,810,085                 | 2,907,563  | 103.5%                       |     |
| Lease Land CFVMC                                     | 3,871,987             | 3,871,986                 | 3,871,986                 | 4,012,056  | 103.6%                       |     |
| Total Other  | 7,752,461             | 6,540,724                 | 6,682,071                 | 6,919,619  | 103.6%                       |     |
| <b>Total Revenue</b>                                 | <b>\$ 317,846,236</b> | <b>\$ 315,287,187</b>     | <b>\$ 319,005,212</b>     | <b>\$ 305,755,412</b>                            | <b>95.8%</b>                 |     |
| Fund Balance Appropriation                           |                       | 8,667,646                 | 25,096,006                | -  | 0.0%                         |     |
| <b>Total Funding Sources</b>                         | <b>\$ 317,846,236</b> | <b>\$ 323,954,833</b>     | <b>\$ 344,101,218</b>     | <b>\$ 305,755,412</b>                            | <b>88.9%</b>                 |     |

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

| DEPARTMENTS   | YTD ACTUAL         |                           |                           |                                    |  | PERCENT OF<br>BUDGET TO DATE | **  |
|---|--------------------|---------------------------|---------------------------|------------------------------------|--|------------------------------|-----|
|   | FY18-19<br>AUDITED | FY19-20<br>ADOPTED BUDGET | FY19-20<br>REVISED BUDGET | (unaudited) AS OF<br>June 30, 2020 |  |                              |     |
| Governing Body  | \$ 610,121         | \$ 662,458                | \$ 662,458                | \$ 611,348                         |  | 92.3%                        |     |
| Administration  | 1,448,887          | 1,837,782                 | 1,837,782                 | 1,683,153                          |  | 91.6%                        |     |
| Public Affairs/Education                                      | 455,570            | 847,376                   | 863,546                   | 657,832                            |  | 76.2%                        |     |
| Human Resources   | 893,308            | 1,169,176                 | 1,169,176                 | 1,009,046                          |  | 86.3%                        |     |
| Print, Mail, and Design                                       | 719,586            | 775,255                   | 775,255                   | 642,620                            |  | 82.9%                        |     |
| Court Facilities  | 121,286            | 203,470                   | 211,970                   | 114,371                            |  | 54.0%                        | (1) |
| Facilities Maintenance  | 808,708            | 1,102,362                 | 1,372,637                 | 965,700                            |  | 70.4%                        | (2) |
| Landscaping & Grounds   | 622,743            | 724,187                   | 724,187                   | 690,123                            |  | 95.3%                        |     |
| Carpentry   | 152,063            | 230,045                   | 246,490                   | 211,819                            |  | 85.9%                        |     |
| Facilities Management   | 1,172,046          | 1,435,808                 | 1,538,244                 | 1,259,451                          |  | 81.9%                        |     |
| Public Buildings Janitorial                                   | 680,038            | 857,847                   | 959,319                   | 780,697                            |  | 81.4%                        |     |
| Central Maintenance   | 881,695            | 706,587                   | 773,015                   | 579,608                            |  | 75.0%                        |     |
| Information Services  | 4,455,373          | 4,812,492                 | 7,057,366                 | 5,519,411                          |  | 78.2%                        |     |
| Board of Elections  | 1,618,420          | 2,022,011                 | 2,022,011                 | 1,398,097                          |  | 69.1%                        | (3) |
| Finance   | 1,175,657          | 1,412,532                 | 1,412,532                 | 1,291,193                          |  | 91.4%                        |     |
| Legal   | 705,449            | 873,883                   | 873,883                   | 629,524                            |  | 72.0%                        | (4) |
| Register of Deeds   | 2,095,487          | 2,462,240                 | 3,137,006                 | 2,434,887                          |  | 77.6%                        |     |
| Tax   | 5,550,502          | 5,913,536                 | 5,941,085                 | 5,558,551                          |  | 93.6%                        |     |
| General Government Other                                      | 3,295,143          | 4,126,674                 | 4,766,478                 | 2,725,746                          |  | 57.2%                        | (5) |
| Sheriff   | 48,326,988         | 54,114,179                | 55,293,898                | 48,648,047                         |  | 88.0%                        |     |
| Emergency Services  | 3,337,827          | 3,806,111                 | 4,339,202                 | 3,656,439                          |  | 84.3%                        |     |
| Criminal Justice Pretrial                                     | 491,622            | 587,684                   | 587,684                   | 563,374                            |  | 95.9%                        |     |
| Youth Diversion   | 22,768             | 37,027                    | 37,027                    | 31,665                             |  | 85.5%                        |     |
| Animal Control  | 3,101,494          | 3,462,878                 | 3,739,759                 | 3,280,359                          |  | 87.7%                        |     |
| Public Safety Other (Medical Examiners, NC Detention Subsidy) | 1,070,647          | 1,554,236                 | 1,554,236                 | 1,045,007                          |  | 67.2%                        | (6) |
| Health  | 22,490,684         | 23,325,572                | 24,328,885                | 21,027,327                         |  | 86.4%                        |     |
| Mental Health   | 5,290,783          | 5,468,948                 | 5,630,923                 | 5,314,880                          |  | 94.4%                        |     |
| Social Services   | 56,140,773         | 62,535,270                | 63,596,865                | 56,424,548                         |  | 88.7%                        |     |
| Veteran Services  | 369,584            | 454,308                   | 454,308                   | 425,467                            |  | 93.7%                        |     |
| Child Support   | 4,805,597          | 5,412,018                 | 5,412,018                 | 4,923,354                          |  | 91.0%                        |     |
| Spring Lake Resource Administration                           | 30,226             | 34,542                    | 34,542                    | 29,503                             |  | 85.4%                        |     |



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

| DEPARTMENTS  | FY18-19               | FY19-20               | FY19-20               | YTD ACTUAL                         | PERCENT OF     | **   |
|--|-----------------------|-----------------------|-----------------------|------------------------------------|----------------|------|
|  | AUDITED               | ADOPTED BUDGET        | REVISED BUDGET        | (unaudited) AS OF<br>June 30, 2020 | BUDGET TO DATE |      |
| Library  | 10,215,040            | 10,739,461            | 10,956,696            | 10,166,910                         | 92.8%          |      |
| Stadium Maintenance                                      | 93,284                | 10,000                | 10,000                | 1,399                              | 14.0%          | (7)  |
| Culture Recreation Other (Some of the Community Funding) | 260,569               | 260,569               | 260,569               | 260,569                            | 100.0%         |      |
| Planning   | 2,910,536             | 3,315,834             | 3,341,686             | 2,710,079                          | 81.1%          |      |
| Engineering  | 1,113,724             | 699,048               | 1,081,606             | 978,374                            | 90.5%          |      |
| Cooperative Extension                                    | 602,184               | 773,148               | 773,148               | 530,720                            | 68.6%          | (8)  |
| Location Services  | 176,925               | 211,911               | 211,911               | 192,232                            | 90.7%          |      |
| Soil Conservation  | 194,174               | 145,291               | 608,174               | 182,979                            | 30.1%          | (9)  |
| Public Utilities   | 83,287                | 88,106                | 88,106                | 85,047                             | 96.5%          |      |
| Economic Physical Development Other                      | 20,000                | 20,000                | 20,000                | 20,000                             | 100.0%         |      |
| Industrial Park  | 9,020                 | 1,427                 | 3,415                 | 2,220                              | 65.0%          | (10) |
| Economic Incentive                                       | 429,724               | 521,677               | 549,457               | 402,406                            | 73.2%          |      |
| Water and Sewer  | -                     | 250,000               | 250,000               | 20,287                             | 8.1%           | (11) |
| Education  | 93,502,807            | 94,047,126            | 94,047,126            | 93,056,498                         | 98.9%          |      |
| Other Uses:  |                       |                       |                       |                                    |                |      |
| Transfers Out  | 34,241,477            | 19,902,741            | 30,545,537            | 29,473,936                         | 96.5%          |      |
| <b>TOTAL</b>   | <b>\$ 316,793,829</b> | <b>\$ 323,954,833</b> | <b>\$ 344,101,218</b> | <b>\$ 312,216,802</b>              | <b>90.7%</b>   |      |

| Expenditures by Category | FY17-18               | FY19-20               | FY19-20               | (unaudited) AS OF     | PERCENT OF     |
|--------------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------|
|                          | UNAUDITED             | ADOPTED BUDGET        | REVISED BUDGET        | June 30, 2020         | BUDGET TO DATE |
| Personnel Expenditures   | \$ 128,499,408        | \$ 145,632,904        | \$ 146,341,793        | \$ 131,913,179        | 90.1%          |
| Operating Expenditures   | 151,804,878           | 156,762,673           | 164,395,705           | 149,020,157           | 90.6%          |
| Capital Outlay           | 2,248,067             | 1,656,515             | 2,818,183             | 1,809,531             | 64.2%          |
| Transfers To Other Funds | 34,241,477            | 19,902,741            | 30,545,537            | 29,473,936            | 96.5%          |
| <b>TOTAL</b>             | <b>\$ 316,793,829</b> | <b>\$ 323,954,833</b> | <b>\$ 344,101,218</b> | <b>\$ 312,216,802</b> | <b>90.7%</b>   |

## COUNTY OF CUMBERLAND

Fiscal Year 2020 - June Year-to-Date Actuals (Report Run Date: August 5, 2020)

### Additional Detail

#### General Fund Revenues

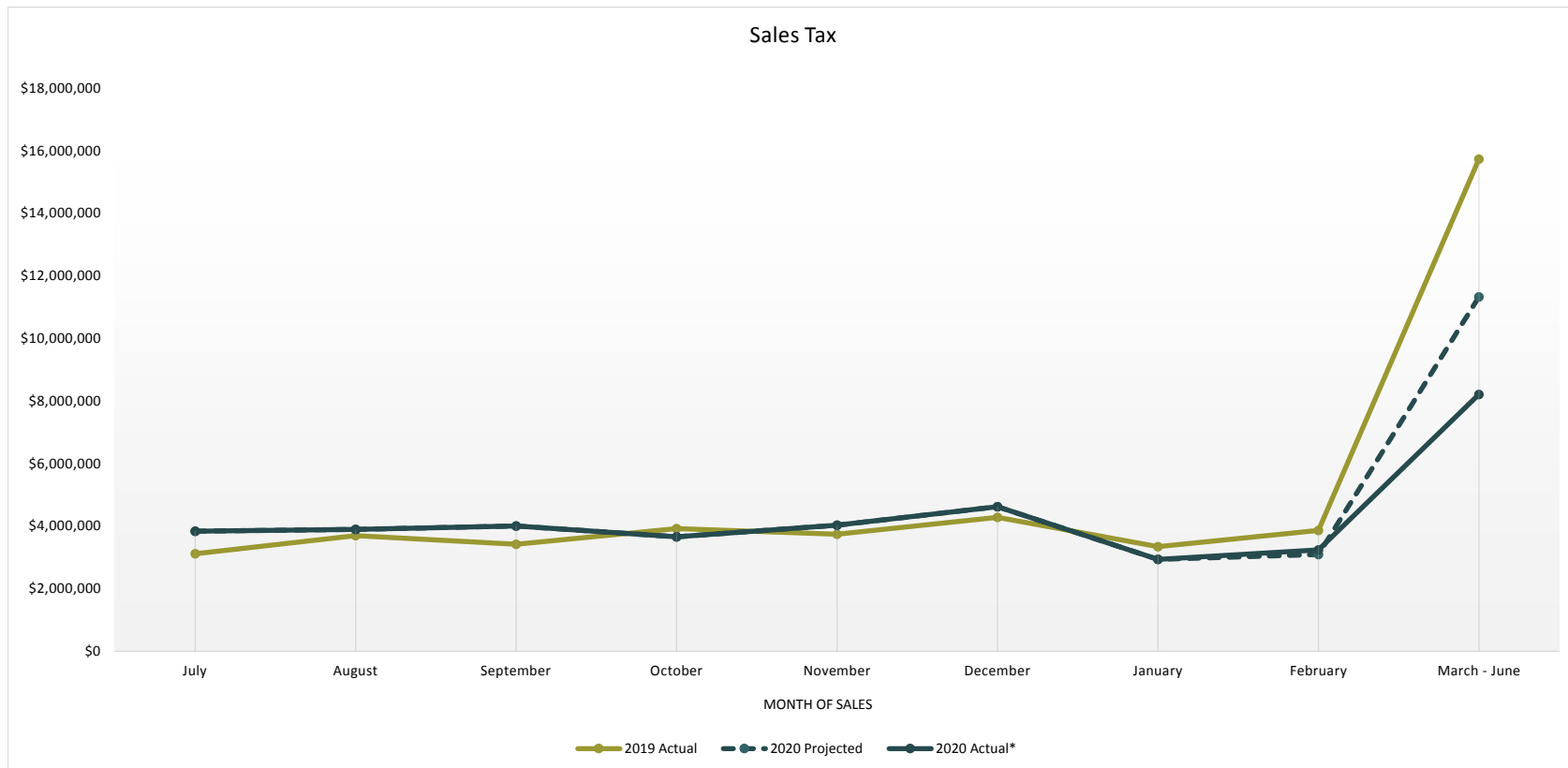
\*

- (1) **Current Year Ad Valorem 100.7%** of budget for the fiscal year.
- (2) **Motor Vehicles 102.0%** - YTD Actual reflects 12 months of collections.
- (3) **Sales Tax 88.7%** - YTD Actual reflects 10 month of collections.
- (4) **Unrestricted/Restricted Intergovernmental 84.9%** - Revenue accruals have not yet been finalized/posted.

#### General Fund Expenditures

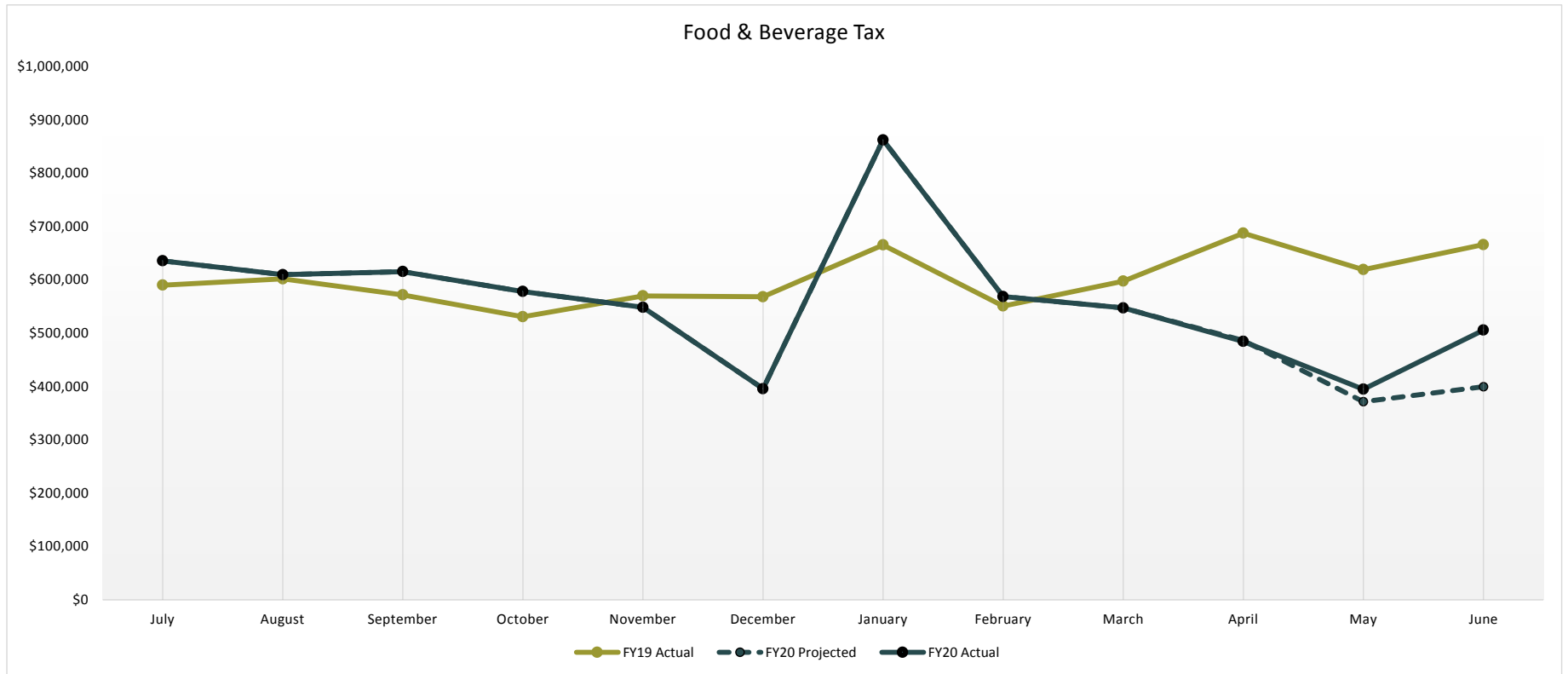
\*\*

- (1) **Court Facilities 54.0%** - There were no requests from the Courts that met the capitalization criteria resulting in the \$40K budget being unutilized.
- (2) **Facilities Maintenance 70.4%** - There were no requests that met the capitalization criteria resulting in the \$70K budget being unutilized.
- (3) **Board of Elections 69.1%** - Capital outlay budgeted in the amount of \$155,655 was not utilized.
- (4) **Legal - 72.0%** - Personnel costs are low as a result of multiple vacancies within the department.
- (5) **General Government Other 57.2%** - Funds budgeted for Hurricane Dorian were not utilized; funds remain in contingency.
- (6) **Public Safety Other 67.2%** - The youth detention subsidy is lower compared to past years; multiple program invoices are pending final payment.
- (7) **Stadium Maintenance 14.0%** - Swampdogs last submitted a telephone reimbursement request for the month of August 2019. Additional costs are not expected.
- (8) **Cooperative Extension 68.6%** - Personnel costs are low caused by vacancies within the department.
- (9) **Soil Conservation 30.1%** - The majority of sub-contracted costs for Locks Creek from the 2018 NC Disaster Recovery Act remain unexpended.
- (10) **Industrial Park 65.0%** - Expenditures include grounds maintenance costs through May.
- (11) **Water and Sewer 8.1%** - There was not an expenditure need until June of this fiscal year.

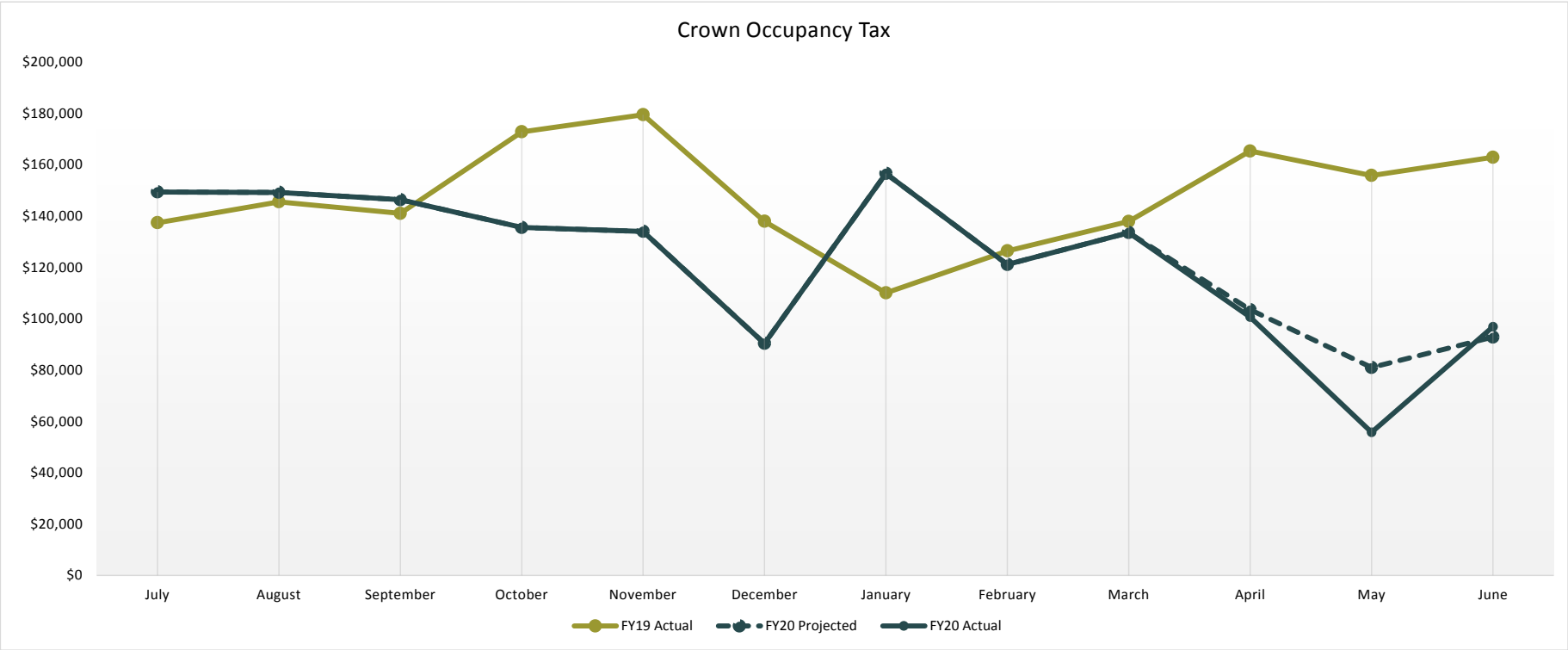


| Distribution   | October   | November  | December  | January   | February  | March     | April     | May       | June - Sept  | Total      |
|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--------------|------------|
| Month of Sales | July      | August    | September | October   | November  | December  | January   | February  | March - June |            |
| 2019 Actual    | 3,117,231 | 3,695,756 | 3,424,708 | 3,920,608 | 3,740,184 | 4,281,265 | 3,346,436 | 3,865,475 | 15,732,800   | 45,124,463 |
| 2020 Projected | 3,839,358 | 3,898,131 | 4,005,588 | 3,657,322 | 4,029,114 | 4,625,317 | 2,937,666 | 3,092,380 | 11,327,616   | 41,412,491 |
| 2020 Actual*   | 3,839,358 | 3,898,131 | 4,005,588 | 3,657,322 | 4,029,114 | 4,625,317 | 2,937,666 | 3,243,934 | 8,212,580    | 38,449,009 |

\*FY20 actual sales tax collections for the month of June are not complete.



|                | July      | August    | September | October   | November  | December  | January   | February  | March     | April     | May       | June      | Total            |
|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------------|
|                | Jun Sales | Jul Sales | Aug Sales | Sep Sales | Oct Sales | Nov Sales | Dec Sales | Jan Sales | Feb Sales | Mar Sales | Apr Sales | May Sales |                  |
| FY19 Actual    | 590,064   | 601,762   | 571,725   | 530,668   | 569,813   | 568,147   | 665,330   | 550,870   | 597,401   | 687,363   | 619,167   | 665,989   | <b>7,218,300</b> |
| FY20 Projected | 635,455   | 609,565   | 615,362   | 577,962   | 548,460   | 395,781   | 862,277   | 568,553   | 547,196   | 486,166   | 371,500   | 399,593   | <b>6,617,871</b> |
| FY20 Actual    | 635,455   | 609,565   | 615,362   | 577,962   | 548,460   | 395,781   | 862,277   | 568,553   | 547,196   | 484,383   | 394,759   | 505,717   | <b>6,745,471</b> |



|                | July      | August    | September | October   | November  | December  | January   | February  | March     | April     | May       | June      | Total     |
|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                | Jun Sales | Jul Sales | Aug Sales | Sep Sales | Oct Sales | Nov Sales | Dec Sales | Jan Sales | Feb Sales | Mar Sales | Apr Sales | May Sales |           |
| FY19 Actual    | 137,394   | 145,552   | 141,024   | 172,823   | 179,480   | 137,922   | 110,061   | 126,433   | 137,903   | 165,307   | 155,801   | 162,915   | 1,772,614 |
| FY20 Projected | 149,382   | 149,214   | 146,367   | 135,540   | 134,025   | 90,383    | 156,584   | 121,146   | 133,545   | 103,511   | 81,016    | 92,862    | 1,493,574 |
| FY20 Actual    | 149,382   | 149,214   | 146,367   | 135,540   | 134,025   | 90,383    | 156,584   | 121,146   | 133,545   | 100,618   | 55,746    | 96,875    | 1,469,423 |





**ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: ALLAN J. RIDDLE, PE, ASSISTANT COUNTY ENGINEER**

**DATE: 6/2/2020**

**SUBJECT: PROJECT UPDATES**

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

**Presenter(s): TRACY JACKSON, ASSISTANT COUNTY MANAGER**

**BACKGROUND**

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

**RECOMMENDATION / PROPOSED ACTION**

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

**ATTACHMENTS:**

Description

Monthly Project Updates 7-31-2020

Type

Backup Material

| MONTHLY PROGRESS REPORT   |                 |  |                     |                   |
|---|-----------------|--|---------------------|-------------------|
| Project Location  | Contract Amount | Project Status   | Contract Start Date | Contract Duration |
| Department of Social Services Chiller and Cooling Tower Replacement Project | \$741,215.00    | The installation of the cooling tower and chiller is complete. The contracotr is scheduling factory start-up and performing punch list items on the project.   | 4/4/2020            | 120 days          |
| Judge E. Maurice Braswell Courthouse Generator                              | \$3,076,097.00  | The contractor has completed 95% of the project. All equipment on the previous generator is now converted over to the new generators. Work is being performed to provide power to Rooms 564, 118 and 119, as well as the pressure booster and building controls.   | 10/23/2019          | 179 days          |
| LEC Elevator Modernization Project  | \$1,362,557.00  | The contractor has completed 95% of the improvements to elevator 2. It has passed State Inspection. The contractor is now working on elevator 1 (main lobby elevator). The interior work for all elevator cabs will be performed upon the finalization of all mechanical and electrical work on the elevators.   | 4/6/2020            | 179 days          |
| Department of Social Services Elevator Modernization Project                | \$175,590.00    | The engineer completed the design for code compliant and increased HVAC needs for the elevator machine rooms. The elevator machine room components were bid on 5/1/2020. The contract amount is \$95,000 with Haire Plumbing and Mechanical. The elevator mechanical improvement design will be performed by Cromwell Architects and bid out once the specifications and design are completed. | Not Started         | 60 days           |
| Crown Coliseum Cooling Tower Replacement                                    | \$596,000.00    | The contract is pending Purchasing and Legal approval at this time.  | Not Started         | 93 days           |
| Detention Center Grinder Pump   | \$232,400.00    | The contractor has installed the manhole and made the electrical connections to the panel to operate the grinder pump. The project is 85% complete and factory start up will be performed by August 30.  | 7/15/2020           | 160 days          |
| Crown Coliseum Parking Lot Improvement Project                              | \$653,976.60    | The contractor is performing work in the loading dock area to the Expo Center and back parking lot to the Ag Extension office. This work includes milling existing asphalt, concrete dumpster pad installation, concrete sidewalk, and paving operations.  | 6/20/2020           | 120 days          |
| Crown Coliseum ADA Bathroom and Ticket Booth Renovations                    | \$541,217.00    | The PO has been requested and the contract has been returned by legal. A Notice to Proceed will be issued upon PO receipt.   | Not Started         | 180 days          |



## **RISK MANAGEMENT**

### **MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 7/23/2020**

**SUBJECT: HEALTH INSURANCE UPDATE**

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

**Presenter(s): N/A**

#### **BACKGROUND**

As of July 1, 2019, retirees who are 65 and older became covered by a County funded fully insured plan through AmWINS. All other covered members remained insured by the County's self-funded plan through BCBS. The information provided below and within the graphs has been updated to include the monthly premium amount paid to fund the fully insured plan and the actual monthly claims amounts for all other covered members. Combining these amounts for FY20 and beyond is necessary to ensure a complete picture when comparing the claims results to prior years.

Total health insurance claims plus the fully insured premium amount for FY20 are up 4.91% for the month of June as compared to the same month in FY19. To provide some perspective, below is the twelve-month average for the past five fiscal years. This average represents the average monthly year-to-date claims for each fiscal year and includes the fully insured premium for FY20. Additionally, graphs are provided in the attachment to aid in the analysis.

|  |               |
|--|---------------|
| Year to date claims and premium payment through June     | \$18,948,800  |
| Less year to date stop loss credits                      | (\$1,001,975) |
| Net year to date claims and premium payment through June | \$17,946,825  |

**Average monthly claims and fully insured premium (before stop loss) per fiscal year June:**

FY16 \$1,813,478  
FY17 \$1,506,354  
FY18 \$1,648,615  
FY19 \$1,831,447  
FY20 \$1,576,067

**RECOMMENDATION / PROPOSED ACTION**

For information only – no action needed.

**ATTACHMENTS:**

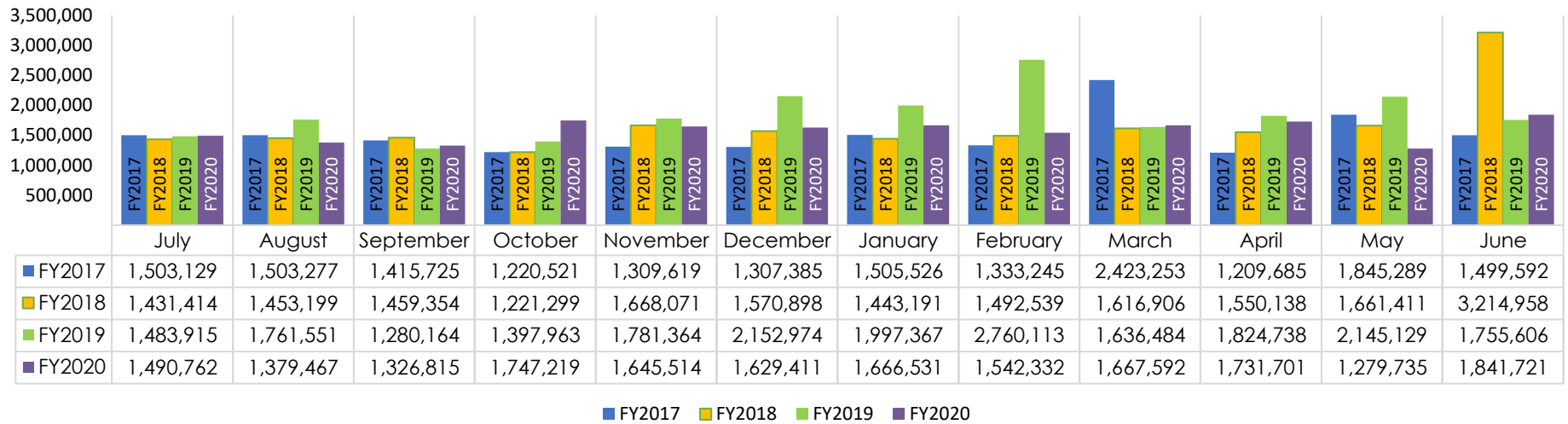
Description

HEALTH INSURANCE GRAPHS

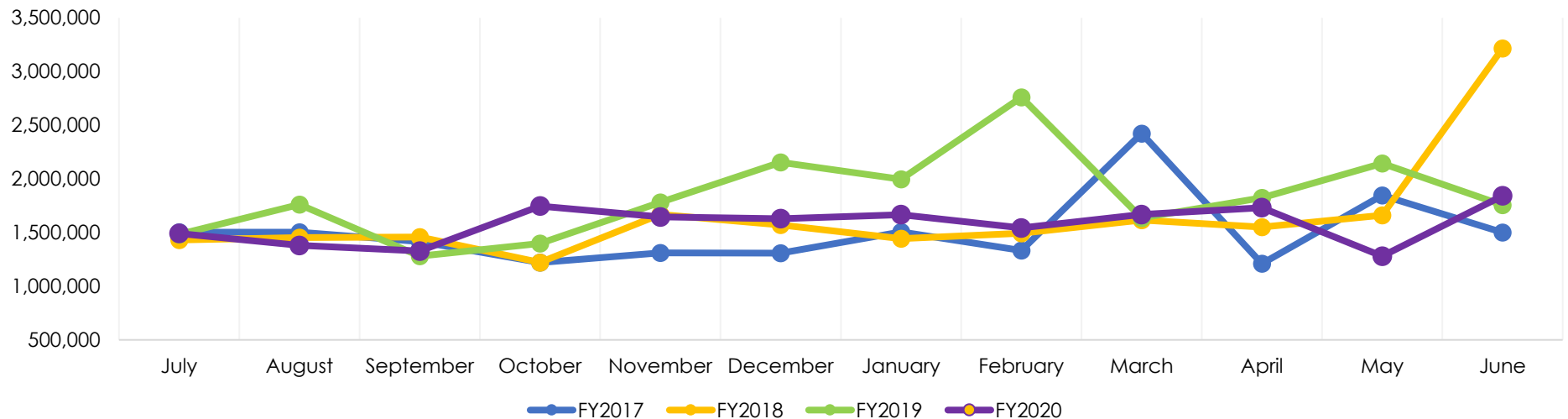
Type

Backup Material

## Monthly Insurance Claims FY17-FY19 Claims & Fully Insured Premium FY20



## Monthly Insurance Claims FY17 - FY19 Claims & Fully Insured Premium FY20







**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 13, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM:**

**DATE:**

**SUBJECT: MEETINGS**

**Requested by:**

**Presenter(s):**

**BACKGROUND**

September 10, 2020 (Thursday) 1:00 P.M.  
October 8, 2020 (Thursday) 1:00 P.M.