
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - JUDGE E. MAURICE
BRASWELL CUMBERLAND COUNTY COURTHOUSE-ROOM
564
SEPTEMBER 10, 2020
1:00 PM

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
 - A. August 13, 2020 Regular Agenda Session Minutes
3. PRESENTATIONS
 - A. Parks and Recreation Master Plan
 - B. Planning Department Historic Preservation Grant Application
4. CONSIDERATION OF AGENDA ITEMS
 - A. Request to Establish a New Position in the Sheriff's Office for Gun Permits and the Associated Budget Ordinance Amendment B210113
 - B. Sheriff's Office Uniform Contract
 - C. Minimum Housing Code Enforcement for the Town of Wade
 - D. Memorandum of Agreement with Cumberland County and the Cumberland County Board of Education for Support in Emergency Events Affecting Cumberland County, North Carolina
 - E. Workforce Development Program Year 2021 Local Area Annual Plan
 - F. Cumberland County NCWORKS Career Center Partner Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA)
 - G. Proposed Contracts for Two Hawk Workforce Services
 - H. National Flood Insurance Program (NFIP) Community Rating System (CRS) Annual Recertification Progress Report
 - I. Water Service Utility Agreement with JFJ III Investments, LLC, for Deer Meadow Subdivision
 - J. Legal Issues with the Headquarters Library Parking Lot Repair
 - K. Juvenile Crime Prevention Council Request to Remove One At-Large Position
5. OTHER ITEMS

- A. Funding Considerations Resulting from Availability of Coronavirus Relief Funds (CRF)
- 6. MONTHLY REPORTS
 - A. Community Development Block Grant - Disaster Recovery (CDBG-DR) Update
 - B. Preliminary FY2020 Financial Report June Year-to-Date
 - C. Project Updates
 - D. Health Insurance Update
- 7. CLOSED SESSION:
 - A. Attorney-Client Matter(s) Pursuant to NCGS 143-318.11(a)(3)

ADJOURN

AGENDA SESSION MEETINGS:

October 8, 2020 (Thursday) 1:00 P.M.
November 12, 2020 (Thursday) 1:00 P.M.



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 8/28/2020

SUBJECT: PARKS AND RECREATION MASTER PLAN

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): REPRESENTATIVES FROM MCADAMS

BACKGROUND

Fayetteville-Cumberland Parks & Recreation (FCPR) has requested an opportunity to present the proposed update to the FCPR Parks and Recreation Master Plan. The revised plan will be presented to the Fayetteville City Council on September 8, 2020.

RECOMMENDATION / PROPOSED ACTION

No action is requested. This is for information only.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, PLANNING & INSPECTIONS DIRECTOR

DATE: 9/10/2020

SUBJECT: PLANNING DEPARTMENT HISTORIC PRESERVATION GRANT APPLICATION

Requested by: TRACY JACKSON, ASSISTANT COUNTY MANAGER

Presenter(s): RAWLS HOWARD, PLANNING DIRECTOR

BACKGROUND

The Planning & Inspections Department has submitted a grant application for a reimbursement grant in the amount of \$90,000 from the NC State Historic Preservation Office. This is a Hurricane Florence and Hurricane Michael ESHPF Hurricane Disaster Relief Grant. The funds will be utilized to hire a consultant to perform a historical resources survey of Cumberland County. This grant does not include the City of Fayetteville, the Town of Hope Mills and Fort Bragg. These entities have their own historic preservation programs. The project will include other areas of the County not presently covered by a historic preservation program. If awarded, the grant will be administered in-house and the designated project manager will be Trey Smith, Planning Manager. It is anticipated that the grant will be awarded in November 2020.

RECOMMENDATION / PROPOSED ACTION

No action required at this time. This is just for information.

ATTACHMENTS:

Description	Type
ESHPF Hurricane Disaster Relief Grant Application	Backup Material



FLORENCE AND MICHAEL ESHPF HURRICANE DISASTER RELIEF GRANTS

PASS-THROUGH GRANT APPLICATION FORM

Application Deadline: August 14, 2020, 4PM EDT

GENERAL INFORMATION

Project Name: Cumberland County Historic Resources Survey

Applicant Information

Organization Name*: County of Cumberland

Address: 117 Dick Street

City/State/Zip: Fayetteville, NC 28301

Phone Number: (910) 678-7723

Organization* DUNS Number: 088571690

*Organization name must exactly match DUNS number registration name

SAM registration: ☒ Active ☐ Initiated

Applicant Organization's Federal Employer Identification Number: 56-6000291

Organization Type (Check one)

- ☐ Non-profit ☒ County Government
☐ Municipal Government ☐ Other Local Government
☐ Private University, College or School

Project Location

Damaged by Storm: ☒ Florence ☐ Michael

Qualifying County: Cumberland

Name of Resource:

Address (or if area, general boundary streets): See Map in Attachment C

City/State/Zip:

Project Type (Check one)

Select the project type for which grant funds are requested:

ARCHEOLOGY

- ☐ Historic Resource Survey and Inventory/Planning/Predevelopment Project
- ☐ Development Project

ARCHITECTURE

- ☒ Historic Resource Survey and Inventory Project
- ☐ Planning/Predevelopment Project

For design standards and disaster plans only:

Community has local preservation program: ☐ Yes ☐ No

Name of Commission:

- ☐ Development/Construction/Covenants Project ("Bricks and Mortar")

Grant Amount Requested: **\$90,000**

Legislative Representation:

US Congressional District Number: Districts 8 and 9

Representative's Name: Richard Hudson; Dan Bishop

NC Senate District Number: Districts 21 and 19

Senator's Name: Ben Clark; Kirk deViere

NC House District Number: Districts 42, 43, 44 and 45

Representative's Name: Marvin W. Lucas; Elmer Floyd; William O. Richardson; John Szoka

Designated Project Manager

Project Manager's Name: Rufus "Trey" Smith, III
Address: 130 Gillespie Street
City/State/Zip: Fayetteville, NC 28301
Daytime Telephone No: (910) 678-7629
Email Address: rsmith@co.cumberland.nc.us

Authorized Official

Authorized Official's Name & Title: Amy Cannon, Cumberland County Manager
Address: 117 Dick Street
City/State/Zip: Fayetteville, NC 28301
Daytime Telephone No: (910) 678-7723
Email Address: acannon@co.cumberland.nc.us

Required Pre-Application Consultation with State Historic Preservation Office (HPO) and/or Office of State Archeology (OSA) Staff

Staff Member(s) Consulted: Dan Becker, Hannah Beckman, Sarah David, Elizabeth King

Date(s) of Consultation: June 19, 2020

Topics Discussed

Up to 1,500 characters and spaces.

Confirmation from NCSHPO staff that Cumberland County's survey project would qualify to apply for grant; For a county wide survey, documentation not as critical as dealing with brick and mortar projects; Do not start any work until given notice of grant award; April 2021 is best case for start date for projects; Staff hours (after award) can qualify for reimbursement, but need to keep really good records (possibly hire consultant to administer grant); Elizabeth will check all work by consultants prior to Cumberland County paying at each stage;

HISTORICAL SIGNIFICANCE

Type of Historic Designation

- ☒ Individual National Register Listing(s)
- ☐ National Register District - Contributing Resource(s)
- ☐ Listed as a National Historic Landmark
- ☐ Already has a Section 106 Environmental Review Determination of Eligibility (DOE)

Case Number:

- ☒ Potentially eligible for the National Register
- ☐ State Study List property

Historical Significance and Integrity Details

- Briefly describe the historical significance of your property.
- Provide the criteria under which the property is listed in the National Register of Historic Places, or eligible for listing. Include date(s) of significance, construction, and other significant dates such as dates of alterations or impacts.
- Identify the character-defining features of the property that contribute to its significance.
- Make sure to specify what physical changes took place after the historic period.
- Include a description of the condition (integrity) of the property(ies), before and after the hurricane.

Up to 3,750 characters and spaces.

Cumberland County began as a settlement in the Upper Cape Fear Valley between 1729 and 1736 by European migrants known as Highland Scots. The area became a vital transportation link to other major settlements. A receiving and distribution center was established in 1730 on the Cape Fear River. This settlement was known as Campbellton.

The Colonial Legislature passed an Act in 1754 which resulted in the political division of Bladen County, thus forming Cumberland County. It was named after the Duke of Cumberland (William Augustus) who commanded the English Army. Campbellton was named the County seat during 1778. In 1783 Campbellton was renamed Fayetteville in honor of Marquis De La Fayette, a French general that served in the American Colonies Revolutionary Army. Cumberland County was also part of Sherman's "March to the Sea" during the Civil War, with Sherman and his troops headquartering in Fayetteville for three days in 1865 before setting out for Averasboro.

Recently, Cumberland County has weathered not one, but two 500 year flood events in the span of two years (Hurricane Matthew in 2016 and Hurricane Florence in 2018). As of now, there is no point of reference to determine how Hurricane Florence and the damage it caused may have impacted historically significant sites along and/or near the Cape Fear, Lower Little and Black Rivers and other areas in the county.

HURRICANE DAMAGE DOCUMENTATION AND ENDANGERMENT

Direct relationship of damage caused by the hurricane must be demonstrated for all projects and included in **Attachments B & C**.

For survey projects, describe the current state of knowledge of potential damage to the historic district or archeological area.

For development/bricks and mortar projects, discuss the damage sustained to the property by the hurricane.

Up to 2,500 characters and spaces.

Upwards of 18 inches of rain fell across Cumberland County during Hurricane Florence, causing major flooding along the Cape Fear, Lower Little and Black Rivers. There was also significant flooding in other areas. (p.33, 36-37, 92, NHC NOAA Florence Final Report)

Cumberland County's damage assessment for the unincorporated areas and the six smaller towns (Spring Lake was not included in this assessment) found an estimated loss of \$31.1 million with 731 residential and 16 commercial structures damaged. Of the residential damage, 76 structures were destroyed, 71 had major damage and 382 had minor damage. Maps that show the location of these structures can be found in Attachment B of this application.

Cumberland County does not have a completed historical resource survey which makes it impossible to know the full extent of any damage sustained by potential resources by Hurricane Florence. It is well documented that the large amount of rain from Hurricane Florence caused historic flooding and significant building damage to occur across the county. Examples of this damage can be found in Attachment B of this application.

Already Completed Work to Address Damage Sustained from the Hurricane Event

Describe this work below and include it in the scope of work and budget tables.

Up to 2,500 characters and spaces.

No work has been completed to address damage sustained from Hurricane Florence since damage to any potential historical resources is unknown. It is our hope that a complete survey would allow Cumberland County to identify potential historical resources to be included in future land use and hazard mitigation planning. The inclusion of preservation recommendations in these plans would form a foundation for the future creation of historic preservation development policies, especially in regards to natural disasters.

PROJECT SCOPE OF WORK AND TIMELINE

Briefly describe the scope of work for which funding is requested. Describe each of the major work items listed in the Project Scope of Work Table. Emphasize the project's objectives and deliverables.

Up to 3,750 characters and spaces.

Scope of work includes the process of hiring a private firm to complete a historical resources survey. The objective of this project would be to identify potential historic resources so that the County can include recommendations regarding preservation in development policy, future land use plan and hazard mitigation plan updates. Since Cumberland County has never had a full and complete survey, preservation of historic resources has not been considered in past plans and policies.

Administration of the grant will be handled by an in-house staff member. It will be their responsibility to ensure the project is moving along in a timely manner and that communication between all parties (NCSHPO, NPS, Survey Consultant and Cumberland County) is open and productive.

The consultant hired to complete the survey of Cumberland County will be responsible for completing both phases of work as indicated in the Project Scope of Work Table and further detailed in Attachment F (Resumes of Proposed Project Team Members), including submittal of all reports, findings, maps, etc to the NCSHPO.

Expected deliverables include printed and/or PDF copies of all maps and reports created as well as GIS shape files. GIS is a very important tool in Planning and would allow our staff and citizens to easily find out if there were historic resources near, or included in, a proposed development.

Project Scope of Work Table

Item #	Major Work Items	Entity Type Responsible (consultant/in-house staff/volunteers, etc.)
1.	Administration (Direct)	County Staff
2.	Administration (Indirect)	County Staff
3.	National Register nomination (if needed)	Consultant
4.	Phase I- Reconnaissance survey of county	Consultant
5.	Submit findings, reports and maps of survey to NCSHPO	Consultant
6.	Phase II-Intensive survey of county	Consultant
7.	Submit findings, reports, databases, maps, etc. to NCSHPO	Consultant
8.	Create and submit report on Study List properties	Consultant
9.	Creation/Addition of Historic Resources GIS Layer	In-House Staff/Consultant
10.		

Note: Work items in your Project Scope table must align with the Work Items in the Budget Table below.

Project Schedule

Provide a timeline for the project. All project activities and deliverables must be completed and submitted before the termination date of the Federal grant, September 30, 2023. Most projects should be completed well in advance of that date.

Tentative Timeline Table

Item #	Project Activity	Start Date	End Date
1.	Request for bids - survey consultant	07/01/2021	09/30/2021
2.	Hire survey consultant	07/01/2021	09/30/2021
3.	Consultant performs Phase I of survey	11/01/2021	02/01/2022
4.	Results of survey given to NCSHPO & County	03/01/2022	05/09/2022
5.	Consultant performs Phase II of survey	07/05/2022	11/01/2022
6.	Results of survey given to NCSHPO & County	12/05/2022	03/01/2023
7.	Addition of GIS information to County website	03/01/2023	05/01/2023
8.			

Preservation and Resiliency Strategy

Describe how the project will ensure the potential for long-term viability of the property or study area through resiliency or durability measures to mitigate future damage. Indicate if it can serve as a model to others for disaster planning and resiliency for future-events.

Up to 2,500 characters and spaces.

Identify any historically significant areas, landmarks, and buildings, so that they can be accounted for with policy recommendations in future land use and hazard mitigation plans. If there proves to be enough resources in the County, the case could be made to create a commission to monitor historic resources. Another strategy would include using the GIS layer to relay information about potential impacts on historical resources to developers and property owners in early stages of development.

Environmental Review

Grant funds are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. Determination of compliance is made by the NPS. **To assist in this determination, complete the NEPA Compliance Checklist in Attachment D.**

BUDGET/FUNDING

Thoroughly explain the full financial package that is being leveraged to conduct your project. Discuss how you determined your budget figure for each work item. Provide a calculation or estimate document that shows how the budget amount was derived. **Include documentation in Attachment G.**

Up to 3,250 characters and spaces.

Cumberland County worked with the North Carolina State Historic Preservation Office to create a budget estimate for the survey of the area. We began by compiling data on all structures built between 1900 and 1970 in Cumberland County excluding the city of Fayetteville, Hope Mills and Fort Bragg. This data was used to create a chart (included in Attachment G) and a GIS link that color codes buildings in that time range. This information was sent to the survey section of NCSHPO so that an estimate could be formulated. All e-mails regarding the estimate budget are included in Attachment G.

Cumberland County Manager Amy Cannon agreed to the funding, pending award of grant and approval by the County Board of Commissioners. This financial package will allow Cumberland County to hire a survey consultant to complete the Historic Resources Survey project.

Detailed Project Budget Table

Item #	Detailed Work Item Description (from Scope of Work Table)	Grant Funds	Other Funds	Other Funds Source	Sub-Total
1.	Administration (Direct)	0			0
2.	Administration (Indirect)	0			0
3.	National Register nomination (if needed)	0			0
4.	Survey Consultant Phase I	30,000			30,000
5.	Survey Consultant Phase II	60,000			90,000
6.					
7.					
8.					
9.					
10.					
Total		90,000			90,000

Note: Work items in the Budget table must align with the work items in the Project Scope table above.

PERSONNEL AND PERFORMANCE

Project Team Personnel

Project Administration: If you have already identified administrative staff, provide a copy of their resume(s) in **Attachment F**.

- If not, describe how you intend to administer your grant.

Up to 2,500 characters and spaces.

Rufus "Trey" Smith, III (Planning Manager, Comprehensive Planning Section) will administer the grant. His resume is included in Attachment F.

Project Professionals: If you have hired a 36 CFR 61-qualified professional consultant(s), identify the consultant(s) and provide a copy of their resume(s) in **Attachment F**.

- If you have not hired a qualified project professional consultant(s), describe how you intend to develop and manage your proposed project.

Up to 2,500 characters and spaces.

Cumberland County has not yet hired a professional consultant, but intends to do so once awarded the grant. A list of projected responsibilities for the Survey consultant is included in Attachment F.

Applicant Grant Experience and History

Have you received grant assistance from the HPO in the past five (5) years? If yes, specify the year, the project name, the amount of the award and its current status. Attach an additional sheet if necessary.

Year	Project Name	Amount	Open/ Done	Schedule Performance
	N/A		--	--
			--	--
			--	--
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Have you received previous grant assistance from entities other than the HPO within the past five (5) years? If so, please specify the year of the award, the project name, the entity that awarded the grant, the amount of the award, and the current status.

Year	Project Name	Granting Entity and Contact Phone	Amount	Open/ Done
'98-20	Continuum of Care Program	U.S. Department of Housing and Urban Development (HUD)	\$141,850/yr	Open
90's	Community Development Block Grant	U.S. Department of Housing and Urban Development (HUD)	\$800,000/yr	Open
90's	Home Investment Partnerships Program	U.S. Department of Housing and Urban Development (HUD)	\$300,000/yr	Open
2017	CDBG- Disaster Recovery	U.S. Department of Housing and Urban Development (HUD)	\$2.5 million	Open
2019	Hazard Mitigation Grant Program	Federal Emergency Management Agency (FEMA)	\$177,182	Open
				--
				--
				--
				--
				--

Grant Project Performance Outcomes

Describe your grant outcomes.

- What were the goals and objectives of your grant? Were they achieved?
- Identify any awards, recognitions, missed schedules, budget overruns, or problematic deliverables.

Up to 2,500 characters and spaces.

Community Development Block Grant (CDBG) - This funding is used for housing rehabilitation (owner-occupied), rental rehabilitation (investor-owner), acquisition, infrastructure (water/sewer), public facilities (e.g. community centers) and public services/human services

Home Investment Partnerships Program (HOME) – This funding is used for housing rehabilitation (owner-occupied), affordable housing development and acquisition

Continuum of Care Program through HUD – Funds are used to administer the following projects:

- o Robin's Meadow Transitional Housing (for homeless families with children)
- o Safe Homes for New Beginnings (for homeless individuals with substance use disorder)

Community Development Block Grant – Disaster Recovery (CDBG-DR): Awarded this grant initially in 2017 for \$23M to cover projects such as housing recovery (e.g. home repairs, small rental repairs for single family housing); affordable housing development, permanent supportive housing and community recovery / infrastructure

Note: The State developed a new office (NC Office of Recovery and Resiliency) and now implements all of the CDBG-DR with the exception of the Community Recovery/Infrastructure. We received a new grant agreement for \$2.5M and deobligated the remaining amounts.

Hazard Mitigation Grant Program - Funds used to acquire and demolish two residential structures located in the Special Flood Hazard Area and deemed substantially damaged during Hurricane Florence.

Disaster Planning to Date

Identify any disaster-specific planning that has been undertaken since the hurricane (such as survey, existing condition studies, or engineering studies).

Up to 2,500 characters and spaces.

Cumberland-Hoke Hazard Mitigation Plan - This plan, adopted in 2016, is currently undergoing an update, with emphasis on data from Hurricanes Matthew and Florence. As the plan is currently written, no recommendations in regards to protecting historical resources were included. It is Cumberland County's hope to include identified historical resources in all future planning efforts.

Planning Documents

Attach copies of all disaster planning and preservation documents that have been produced to date in **Attachment G**.

MAPS & PHOTOGRAPHS

Provide **maps** and **photographs** that locate and illustrate your project as **Attachment C**.

ACKNOWLEDGEMENTS AND ASSURANCES

If selected for funding, you agree to comply with the following (where applicable) NPS and HPO requirements, which will be incorporated by the HPO in the Funding Agreement:

- Applicant's project manager agrees to **grant orientation meeting** if determined necessary by the Hurricane Grants Manager.
- Applicant is willing to have the necessary and agreed upon surveys, nominations, plans, drawings, studies, and reports (archeological, engineering, historical, etc.) professionally prepared. Applicant agrees that HPO will be involved in the **consultant selection** process. HPO reserves the right to review all proposals, to make recommendations concerning consultant selection, and to approve consultant selection.
- Applicant agrees to arrange a **project orientation meeting** with the consultant(s) and HPO staff (if determined necessary by HPO staff) following hiring of consultant(s) and prior to beginning of project work. Applicant also agrees to attend periodic meetings as needed concerning the project's progress.
- Applicant agrees that all work conducted under the project will be carried out in accordance with the *Secretary of the Interior's Standards and Guidelines for Treatment of Historic Properties*.
- Applicant agrees to sign a **Funding Agreement** with the North Carolina Department of Natural and Cultural Resources (DNCR) and to follow all state and federal regulations pertaining to this grant program.
- Applicant understands that the Funding Agreement will specify a **schedule and due dates** for specific product deliverables. The grant amount may be reduced if a product required in the Funding Agreement is submitted after an agreed upon due date.
- This is a **reimbursement grant**. Applicant agrees that work for which reimbursement is expected will not begin until HPO issues its approval.
- Applicant assures that any **voluntary or required nonfederal matching funds** are reserved for the project, and that this matching share has not been designated for any other purpose.
- Applicant will meet all **administrative requirements** of Title 2, Part 200 of the Code of Federal Regulations (2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- Applicant will make **determinations of allowable costs** as required by 2 CFR 200, Subpart E.
- Applicant will conduct **contract and procurement (bidding)** actions in a manner that provides for maximum open and free competition in compliance with 2 CFR 200 and the Historic Preservation Fund Grant Manual.
- Applicant agrees to comply with 2 CFR 182 & 1401, which specify **government-wide requirements for a drug-free workplace**.
- Applicant agrees to comply with 2 CFR 180 & 1400, which prohibit contracts with **suspended and debarred persons or businesses**.
- Applicant agrees to comply with **Trafficking Victims Protections Act of 2000**, as amended (2 CFR 175).
- Applicant agrees to comply with FAR Clause 52.203-12, Paragraphs (a) and (b), **Limitation on Payments to Influence Certain Federal Transactions**.
- Unless exempt, the applicant will comply with **Reporting Subawards and Executive Compensation** (2 CFR 170).

- **Non-Discrimination.** Applicant agrees to comply with Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et sec.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et sec.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, and all requirements imposed by or pursuant to Department of Interior regulation 43 CFR 17.
- Applicant agrees that work on buildings will ensure that they are **barrier-free** in compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA).
- **Lobbying with award funds is prohibited** by 18 U.S.C. § 1913, as amended by Public Law 107-273, Nov. 2, 2002. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply. Certifications and disclosures are required by 43 CFR 18 and 31 USC 1352.
- Applicant agrees to comply with Executive Order 12432, "**Minority Business Enterprise Development**," to encourage greater economic opportunity for minority entrepreneurs.
- Substance of **Whistleblower Rights** clause will be incorporated in sub-awards over the simplified acquisition threshold (\$250,000).
- Applicant will disclose any **conflicts of interest** to the HPO in accordance with 2 CFR 200.112.
- Applicant will comply with Executive Order 13658 "**Establishing a Minimum Wage for Contractors**" clause incorporated in sub-awards subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- Applicant agrees that it will not provide any **public information or endorsement** that states or implies U. S. Government policy or approval for any business, product, service or position.
- Applicant will adopt and enforce policies consistent with Executive Order 13513 that immediately **ban text messaging** while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- Applicant agrees to prohibit any **internal confidentiality agreements** restricting employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- Applicant understands that **consultant/contractor(s)** must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected, and documentation of this selection must be maintained by the applicant. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location.
- Applicant agrees that in the event of **unanticipated discoveries** they will immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO, THPO, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

- Applicant agrees that, as required by the NPS, an **easement/covenant agreement** will be executed at the end of any development project, to be recorded with the property deed, requiring that the owner receive prior review and approval from HPO before any subsequent repairs or alterations are made to the building (covenant agreements last 10 to 20 years, depending on dollar amount of grant).
- Applicant understands that each item of **equipment purchased** under this award (including information technology systems) that exceeds \$5,000 in acquisition cost must be approved specifically and in writing by HPO and NPS prior to purchase.
- Applicant understands that HPF funding for Unmanned Aircraft Systems (UAS, aka **drones**) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.
- Applicant agrees to **copyright** terms granting DPCR/HPO and NPS a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, any materials in your application or otherwise produced during your project, including photographs and architectural plans & specifications. Photographer, date and caption should be identified for each photo, so DPCR/HPO and NPS may provide proper credit for use. **Rights-in-data** to be conveyed to DPCR/HPO and NPS include the data relied upon, the analysis relied upon, and the methodology used to gather and analyze the data.
- Applicant will ensure that digital (preferred) or physical copy of all deliverables are available for **public access**, subject to Freedom of Information Act (FOIA), 5 USC 552, or Chapter 132 of the North Carolina General Statutes (Public Records) exemptions. All consultants hired for the project must be informed of this requirement.
- Applicant understands that **publicity and press releases** about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service. Notice of any public ceremonies must be given timely so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.
- Applicant agrees to provide **funding acknowledgement of grant support** from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications.
- Applicant will create public notification of the project in the form of a **project sign**, website posting, and proper credit for announcements and publications as appropriate. The project sign is an allowable grant cost. Signage/notification will be submitted for approval by NPS in advance.
- Applicant will ensure that any **GIS spatial data** collected with grant funds will comply with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata.
- Applicant will comply with Executive Order 113858 "**Strengthening Buy-American Preferences for Infrastructure Projects**".
- Applicant will maintain **adequate accounting and auditing procedures** in conformance with Federal and State requirements.

CERTIFICATIONS

The Applicant signature below certifies acceptance of all the above Acknowledgments and Assurances. Unsigned applications will not be considered. If the Applicant is not the Owner, then the Owner must also sign.

To the best of my knowledge:

- I certify that the information contained in this application is true and correct, and that I am the duly authorized representative of the Applicant.
- I certify that the damage this project will address was a direct effect of Hurricane Florence and/or Michael.
- I certify this application constitutes a legitimate grant request. I understand that I may not proceed with any work for which reimbursement is expected until I have first been notified in writing that:
 - 1) my project has been selected to receive a grant,
 - 2) the project application has been approved by the National Park Service, U.S. Department of the Interior,
 - 3) a funding agreement has been signed with the DNCR, and
 - 4) the HPO authorizes in writing the beginning of work.

Applicant's Certification

Signature: Amy D. Cannon Title: Cumberland County Manager Date: 8/12/2020

Owner's Certification (if not the Applicant)

Signature: _____ Title: _____ Date: _____

Before signing, double check your application to be sure all questions have been answered and your replies are finalized and proofed. Once a signature has been applied and the form saved, Adobe Acrobat (and most other PDF software applications) will not allow any of the form fields to be further edited. An additional signature for Owner or Applicant should be able to be applied, but you should test this on a duplicate copy of your unsigned application before finalizing your first signature.

FLORENCE AND MICHAEL ESHPF HURRICANE DISASTER RELIEF GRANTS

Grant Application Checklist

Indicate in the boxes below each item included in your submission:

1. Application

- ☒ Completed application with required and optional attachments

2. Required Attachments

- ☐ Attachment A --Documentation of Non-Profit Status (if applicable)
- ☒ Attachment B – Hurricane Florence and/or Michael Damage Documentation
- ☒ Attachment C – Maps and Photographs
- ☒ Attachment D – NEPA Checklist
- ☒ Attachment E – Statement of Overlap
- ☒ Attachment F – Resumes of Proposed Project Team Members

3. Optional Attachments (Attachment G)

- ☐ Architectural Drawings (if available)
- ☐ Archeological Supporting Documents (if available)
- ☒ Disaster Planning and Preservation Documents (if available)
- ☒ Other

Attachment A

Documentation of Non-Profit Status (if applicable)

In-state corporate entities must provide documentation of their active status as a North Carolina non-profit corporation from the Business Registration Division of the North Carolina Secretary of State, which can be obtained at: https://www.sosnc.gov/divisions/business_registration by searching the corporate name. You must also include a copy of the determination letter from the Internal Revenue Service confirming that the organization is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

Out-of-state corporate entities must include a copy of the determination letter from the Internal Revenue Service confirming that the organization is exempt.

All non-profit corporate entities must document they have been active for a minimum of two years prior to the storm incident date that relates to their project. Attach copies or provide links to your 2016, 2017, and 2018 IRS Forms 990.

Attachment B
Hurricane Florence and/or Michael Damage Documentation

Direct damage caused by Hurricane Florence and/or Michael must be demonstrated in all development projects (and survey projects if available) and included as an attachment (e.g. aerial photographs; Google Street View; property assessment records; information related to city, county, state, or federal damage assessments; written and certified statements from property owners if no other documentation exists).

Attachment C

Maps and Photographs

Maps

Include a map indicating the location of the proposed project. The map may be a street map or topographical map, as appropriate, depending on the type of resource. A map may also be generated using the HPO's online GIS mapping application HPOWEB. Ensure that the map is at a legible scale and includes a north arrow.

Photographs

All applications must include photographs in digital format.

- Any current photographs taken in support of your application should conform to the HPO's Digital Photography Policy for quality and file-naming.
- Pre-disaster and immediate post-disaster photos that are provided as documentation for storm-related damage are not required to meet these standards.
- Photographs, especially streetscapes, must be keyed to a map with the camera direction—N, S, E, W—clearly marked.

For development (bricks and mortar) projects, minimum requirements include photographs from before the hurricane plus current photographs of all exterior facades, principal interior spaces, and significant architectural features. Particular attention should be paid to areas of damage, both before and after.

For survey projects, photographs/maps should document the area as an aerial view and street views, including representative examples of the properties within the survey area.

If available, also provide historic photographs of the property.

Attachment D

National Environmental Policy Act (NEPA) Compliance Checklist

Answer the following questions to assist the NPS staff with ensuring that requirements for compliance with NEPA are met.

A. Resource Effects to Consider

Consider the context, duration and intensity of effects on resources.

Are any measurable impacts possible on the following physical, natural or cultural resources?

1. Geological resources – soils, streambeds, etc.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
2. Air quality	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
3. Soundscapes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
4. Water quality or quantity	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
5. Streamflow characteristics	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
6. Marine or estuarine resources	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
7. Floodplains or wetlands	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
8. Land use, including occupancy, income, type of use	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
9. Rare or unusual vegetation, old growth timber, riparian	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
10. Species of special concern (plant/animal/state or Federal listed or proposed for listing) or habitat	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
11. Unique ecosystems, biosphere reserves, World Heritage	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
12. Unique or important wildlife or wildlife habitat	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
13. Unique or important fish or fish habitat	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
14. Introduction/promotion of non-native species	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
15. Recreation resources, including supply, demand, visitation, activities, etc.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
16. Socioeconomics, including employment, occupation, income changes, tax base, etc.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
17. Minority and low-income populations, ethnography, size, migration patterns, etc.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
18. Energy resources	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
19. Other agency, or tribal, land use plans	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
20. Resource, including energy, conservation potential	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed

(NEPA) Compliance Checklist (continued)

B. Mandatory Criteria

If implemented, would the proposal:

(EO=Executive Order)

1. Have material adverse effects on public health or safety?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
2. Have adverse effects on historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; or ecologically significant or critical areas, including those listed on the National Register or Natural Landmarks?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
3. Have highly controversial environmental effects?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
4. Have highly uncertain and potentially negative environmental effects or involve unique or unknown environmental risks?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
6. Be directly related to other actions with individually insignificant, but cumulatively significant, environmental effects?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
7. Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
8. Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
10. Have a disproportionate, significant adverse effect on low income or minority populations (EO 12898)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
11. Limit access to and ceremonial use of Indian sacred sites by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 130007)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed
12. Contribute to the introduction, continued existence, or spread of federally listed noxious weeds (Federal Noxious Weed Control Act). Contribute to the introduction, continued existence, or spread of non-native invasive species or actions that may promote the introduction, growth or expansion of the range of nonnative invasive species (EO 13112)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> More Data Needed

Attachment E

Statement of Overlap Information Sheet

All applicants must provide a statement to identify whether or not any overlap exists between the proposed project and any other active or anticipated project(s) in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal).

The statement and the description of overlap or duplication should be provided with this attachment to the application.

If no overlap or duplication exists, a sample statement to satisfy this requirement might be: “[*Insert Applicant Name*] affirms that no overlap or duplication exists between the proposed project in this application and any other active or anticipated project in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal).”

If any overlap or duplication does exist, applicants must provide a description and documentation (e.g., insurance claim, FEMA funding notification, etc.) of the overlap including when the overlapping or duplicative proposal(s) were submitted, to whom (entity and program), and when funding decisions are expected to be announced.

If at any time a proposal is awarded funds that would be overlapping or duplicative of the funding requested, the applicant must immediately notify the HPO. Any overlap or duplication of funding between the proposed project and other active or anticipated projects may impact selection and/or funding amount.

Attachment F
Resumes of Proposed Project Team Members

Resumes for those persons who will be directly involved with the administration of the grant or will have a role in the completion of the grant project. For archeological projects, resumes for principal investigator and other key personnel, if known, must also be provided. If principal investigator has not yet been selected, a list of tasks or projected responsibilities must be submitted in place of the resume.

Attachment G

Additional Attachments

You may use this attachment to present additional documents that support the application. Such materials may include:

- Budget calculation or an estimate document that contains a calculation showing how the budget amount has been derived;
- archeological supporting documents, such as previous site reports or surveys;
- architectural drawings and specifications;
- disaster planning and preservation documents; or
- other exhibits that support your application.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF ENNIS WRIGHT

DATE: 9/4/2020

**SUBJECT: REQUEST TO ESTABLISH A NEW POSITION IN THE SHERIFF'S
OFFICE FOR GUN PERMITS AND THE ASSOCIATED BUDGET
ORDINANCE AMENDMENT B210113**

Requested by: SHERIFF ENNIS WRIGHT

Presenter(s): SHERIFF ENNIS WRIGHT

BACKGROUND

Attached you will find a memorandum from Sheriff Ennis Wright requesting an additional Administrative Support Specialist position in the Gun Permits section. The annualize cost of this new position is \$43,367 and the cost for this fiscal year is \$36,800.

RECOMMENDATION / PROPOSED ACTION

Sheriff Wright requests the following action be placed on the September 21, 2020 Board of Commissioners' meeting:

Approve the establishment a new position in the Gun Permits section and approve the Associated Budget Ordinance Amendment B210113.

ATTACHMENTS:

Description
Request

Type
Backup Material



**Cumberland County
SHERIFF'S OFFICE**
Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

RECEIVED
9/2/20

TO: Amy Cannon, County Manager

FROM: Ennis W. Wright, Sheriff

DATE: August 28, 2020

RE: NEED FOR IMMEDIATE POSITION IN GUN PERMITS

This proposal is in reference to the Cumberland County Sheriff's Office Gun Permits Office and its immediate need for an additional position. At this time the gun permits office has appointments for concealed permits booked out through April 2021. This means people applying for concealed permits now will not even be seen until April 2021 for fingerprints and turning in required documents.

The work load has increased by so much that the average time on concealed permits is 10 weeks as opposed to the normal 6 weeks. This is due to the employees not having time to catch up with the work load and shortage of employees in the office. Everyday two hours are taken up by each employee for fingerprinting. This takes one employee at a time out of the office to concentrate only on fingerprinting.

The reason for one person fingerprinting at a time is this; when an individual is fingerprinted for a permit that entire process has to be completed that day per the state. If the office was to take a large amount of fingerprints without completing the entire process for each person fingerprinted the state can pull DCI rights for the gun permits office.

The work load for the gun permits office has vastly out grown the amount of employees in the office. Adding another employee just for fingerprinting would only triple an already doubled work load in this office.

This office needs another person immediately to assist with this doubled work load that is not going to decrease but only continue to grow. This office greatly needs another position to assist with all aspects of the gun permits office so that the Cumberland County Sheriff's Office can adequately serve the citizens of this county.

This position would be a great asset to insure that permits are not issued to those not qualified to receive them. This would help insure that the Sheriff and County are not sued for any wrongful issuance of gun permits.



SHERIFF'S OFFICE

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF ENNIS WRIGHT

DATE: 9/2/2020

SUBJECT: SHERIFF'S OFFICE UNIFORM CONTRACT

Requested by: SHERIFF ENNIS WRIGHT

Presenter(s): RONNIE MITCHELL

BACKGROUND

The formal bid award for Sheriff's Office uniforms, Bid 19-20-SO, was approved by the Cumberland County Board of Commissioners on August 19, 2018. One responsive bid was received from vendor American Uniform Sales, Inc. The Sheriff's Office has completed, and County Legal has reviewed, the contract for these services.

RECOMMENDATION / PROPOSED ACTION

The Sheriff recommends that the proposed action be placed on the September 21, 2020 Board of Commissioners Consent Agenda to approve the contract for Bid Award 19-20-SO to American Uniform Sales, Inc, based on the lowest, responsive, responsible bidder standard of award.

ATTACHMENTS:

Description	Type
American Uniform Sales Contract	Backup Material

Cumberland County

THIS AGREEMENT, made and entered into by and between Sheriff Ennis W. Wright, Sheriff of Cumberland County, North Carolina, an elected official and head of the Office of the Cumberland County Sheriff, of North Carolina, in his official capacity, and by and on behalf of the County of Cumberland, a body politic and constituent part of the State of North Carolina, hereafter singularly and collectively, referred to as Sheriff enters this contract on behalf of the public and duly constituted governmental entities, and American Uniforms, Inc., a corporation authorized to do business in and doing business in Cumberland County, North Carolina, by and through its authorized officers, enters this contract on behalf of the corporation, and hereafter referred to singularly and collectively as "Contractor"; and

The parties acknowledge the following premises for this contract which shall be a basis for the understanding and agreement of the parties and shall guide the performance under and the interpretation of this contract:

Nature of Contract.

- a. The contract is a "requirements type" agreement for uniforms, clothing and equipment for the Cumberland County Sheriff's Office. Goods and related services will be ordered on an as-needed basis over the period of time contemplated under this agreement and called the "term" of this agreement.
- b. Standardization and compatibility with the Sheriff's Office current uniforms and equipment and the needed uniforms and equipment are prime and controlling considerations.
- c. The goods, supplies and associated services are those set out in the specifications sections of this bid. Specific goods and services to be provided must meet specifically those requirements. Particularity is of highest import, together with compatibility with the existing uniform, equipment and services requisites established for the Cumberland County Sheriff's Office.
- d. As a "requirements type" agreement for uniforms, clothing and equipment for the Cumberland County Sheriff's Office, quantities specified or referred to in this contract are for general understanding and evaluation purposes only. They represent the best estimate of the Sheriff's Office's requirements, provided however, the actual quantities ordered may be more or less.
- e. The initial term of the contract shall begin on the earlier date of the date that the Board of County Commissioners shall approve the award or on the first day of July of the next succeeding fiscal year following the approval of the award. The fiscal year commences on July 1 and concludes on the next succeeding June 30, and provided that the initial term of the contract shall be for a term of 3 years and shall expire on June 30 of the third year following the commencement date. The contract shall be renewable for 5 additional one-year terms at the end of the initial three (3) year contract at the sole discretion of the Sheriff.
- f. The contract shall be terminable for other reasons, including cause.

Definitions. As used in this contract and as contemplated under the resulting contract, the following terms shall be defined as follows:

- a. *Appropriate:* Requisite, suitable or fitting for a particular specification, purpose, need, condition or occasion as determined in the reasonable discretion of the Sheriff.
- b. *BOCC:* Board of County Commissioners is the authorizing official empowered to award, cancel or terminate contracts on behalf of Cumberland County. For purposes of convenience, the term County, County of Cumberland, Board or

County Commissioners, or BOCC, or the like, for the purposes of this Invitation for Bids and any resulting contract shall be deemed to include the Sheriff in his official capacity or Office of Sheriff, although not otherwise legally so inclusive.

- c. CCSO or Sheriff: Cumberland County Sheriff's Office with offices located at 131 Dick Street, Fayetteville, NC 28301.
- d. *Contractor*: Refers to the party to this contract providing sales and services. This term includes the term 'vendor' unless the context otherwise requires.
- e. *County*: Refers to Cumberland County, North Carolina, with offices located at 117 Dick Street, Fifth Floor, Fayetteville, NC 28301, as well as the Sheriff of the County of Cumberland, but also, for purposes of convenience, the term County, County of Cumberland, Board or County Commissioners, or BOCC, or the like, and shall be deemed to include the Sheriff in his official capacity or Office of Sheriff.
- f. *LEC*: Cumberland County Law Enforcement Center located at 131 Dick Street, Fayetteville, NC 28301.
- g. *OSCAR*: On-Site Contract Acquisitions Reviewer is one or more employees of the CCSO designated by the Sheriff and authorized to perform certain functions on behalf of the Sheriff; conducts oversight of the contractor's performance; and certifies that services were performed in accordance with the contract. The OSCAR (which may include one or more persons) may also serve as the contract officer and/or technical representative.
- h. *"Professional manner"* is a phrase to be given its ordinary meaning and, in addition, which means that the personnel performing services, duties or obligations under this contract possess and shall have the skill and competence consistent with the prevailing business standards in the industry.
- i. *"Regulatory sanctions"* is a phrase to be given its ordinary meaning and, in addition, includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- j. *Vendor*: The selected contractor who shall sell and provide the goods and services contemplated under this bid process.

Objective of Contract. The objective of the this agreement is to obtain the highest quality product at the best competitive price for the goods and services sought and specified in the Invitation for Bids and this contract. Accordingly, the objective is for the contractor efficiently to provide the specific items needed by the Office of Sheriff that are consistent and standardized and compatible with the Sheriff's Office's current uniforms and equipment in order to maintain proper suitability, usability, professionalism, and, ultimately, savings to taxpayers for superior rather than inferior products and services. While price is an extraordinarily important factor, standardization and compatibility with the Sheriff's current uniforms, equipment and systems are prime, overriding and controlling considerations.

Goods and related services will be ordered on an as-needed basis over the period of time contemplated, that is an initial term of three (3) years as well as any renewals.

The contract may be automatically extended by the Sheriff for additional one-year terms, provided such extensions are in the best interests of the parties, and subject to the right to termination of the contract for "cause" or breach, and to termination of the contract without cause on 90 day's-notice of such without cause termination being given to the Contractor.

Authority to Enter and Execute Contract. The parties have, and by the execution of this written a agreement, acknowledge that they agree, are authorized to, willing to, and enter into this contract to provide these services upon the premises, terms and conditions set forth; and

For good and valuable consideration, the receipt whereof is hereby acknowledged, and premised upon the foregoing and upon mutual

benefits to be derived hereunder, the parties covenant and agree and set out their agreement or memorandum of understanding as follows:

1 **Term.** Although subject to renewal, either expressly or as provided and contemplated under this agreement, the express term of this agreement shall be as follows:

1.1 **Effective Dates.** This agreement shall be effective for three fiscal years, from July 1, 2019, through June 30, 2022 (the fiscal year of the Sheriff being defined as the period from July 1 of the current calendar year and June 30 of the next succeeding calendar year), unless renewed, extended or terminated as provided in this agreement. In the event that this agreement is amended or modified during the term of the effective dates, unless otherwise provided, such amendment or modification of this agreement shall be deemed to relate back to the initial effective date of this agreement.

1.1.1 Accordingly, as to the term or duration of this agreement, the following shall apply:

1.1.1.1 **Commencement Date.** The initial term of the contract shall begin on the earlier date of the date that the Board of County Commissioners shall approve the award or on the first day of July of the next succeeding fiscal year following the approval of the award whichever first occurs.

1.1.1.2 **Fiscal year.** The fiscal year commences on July 1 and concludes on the next succeeding June 30.

1.1.1.3 **Expiration Date.** The initial term of the contract shall be for a term of 3 years and shall expire on June 30 of the third year following the commencement date.

1.2 **Renewal.** This agreement may be renewed by an express writing for that purpose executed on or before June 30, 2022, for an additional one (1) year renewal term to be effective for the next fiscal year, unless terminated during the contemplated period of the contract as provided in this agreement. This contract may be renewed in like manner on or before the end of the fiscal year of the contract then extant for five (5) additional one-year terms at the end of the initial three (3) year contract at the sole discretion of the Sheriff.

1.3 **Termination.** Notwithstanding the provisions of paragraphs 1.1 and 1.2 above or any other provision of this agreement, either party to this agreement, either with or without cause, upon notice being served in writing to the other party of not less than 90 days prior to the effective date of such termination, may terminate this agreement either with or without announcing the cause for such termination. In the event of such termination, then the obligations of each party under the terms of this agreement shall cease and become unenforceable as of the effective date of the termination. Unless otherwise expressly provided, an amendment, modification, or agreed alteration of this agreement shall not operate as or shall not be interpreted as a termination of this agreement.

2 **Requisites and Representations of Contractor, Goods and Services.** The scope of the services to be rendered and the services contemplated under the terms of this agreement, including, but not limited to, the provision of goods and services at a fair and reasonable price and as contemplated under the Schedule 1 of this agreement. Further, the Contractor must:

2.1 be organized and continuously existing for the primary purpose of providing for sale the goods and services contemplated in the Invitation for Bids and this contract

2.2 have at more than five (5) continuous years of corporate experience

2.3 carry specific liability insurance, which must cover the contractor and name Cumberland County and the Sheriff as an additional insured party, and

2.3.1 provide insurance as set out in this Invitation for Bids, but at a minimum, general liability insurance coverage of at least one million dollars (\$1,000,000.00) single limits, and

2.3.2 provide coverage for theft and other employee dishonest, including misuse of intellectual property, and, in particular,

insurance against misuse of the Sheriff's badge, images, credentials, and the like

2.4 warrant all goods to be sold as fit for the particular purpose intended and that the goods are those sought in the specifications and that they shall be of the nature, type, quality and quantity contemplated

2.5 have a suitable facility within the proximity contemplated and specified in this agreement for display, storage, distribution, fitting alteration, customization and the like for the uniforms, equipment and accessories.

2.6 Contractor Representations and Warranties . The contractor represents, warrants and affirms that:

2.6.1 the contractor (and each person executing this agreement on behalf of the contractor) has the authority, ability, and financial capacity to enter this contract, to do business within the State of North Carolina, and to perform and to continue perform its obligations under the contract;

2.6.2 the contractor has the ability to and shall fulfill each covenant, warranty, promise, duty, qualification, and condition set out in this contract;

2.6.3 the contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against contractor that could materially adversely affect performance of this Contract;

2.6.4 entering into this contract is not prohibited by any contract, or order by any court of competent jurisdiction;

2.6.5 qualified personnel shall provide services under this contract in a professional manner;

2.6.6 the contractor has not and it will not enter any agreement with a third party that may abridge any rights of the County (including the Sheriff) under this Contract.

2.6.7 the contractor has not previously or currently:

2.6.8 had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, nor have any of its officers or directors, or any of its employees or other personnel to provide services on this project, of which the contractor has knowledge;

2.6.9 had any regulatory sanctions levied against the contractor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies within the past three years

2.6.10 have or had any tax lien or civil judgments against the contractor during the three (3) years preceding entry of this agreement, and, in the event of the filing of a civil action against the contractor, or any of its officers or directors, the contractor shall within three (3) days of being served with any notice of levy or tax lien, complaint or civil summons, give notice to the Sheriff of such action;

2.7 that the goods provided under this contract shall be and are those sought in the specifications and are and shall be of the nature, type, quality and quantity contemplated.

2.8 the goods sold under this contract the goods shall be merchantable with respect to goods of that kind and that they are fit for the particular purpose, and expressly and impliedly warrants and makes the warranties provided under the Uniform Commercial Code as enacted in North Carolina;

2.9 in addition, to warranties of merchantability and fitness for particular purpose, the contractor has title and right to convey the goods and that no such goods are or shall be subject to any lien (including any tax lien of or from another governmental entity), financing statement, or the like, and are, and shall be, subject to sale and delivery free of any claims, demands, hypothecation,

security interest or the like of any third person or entity, and the County shall not be obligated independently to pay funds directly to any other taxing authority.

2.10 Duties of the Contractor. Without limiting the generality of the foregoing or succeeding provisions of this agreement, Contractor agrees to perform and to complete the performance under this agreement as provided under the terms of this agreement or where not specified in the express terms of this agreement, in a commercially reasonable manner. Contractor shall be solely responsible for providing at its own expense all labor, materials, equipment, premises, and facilities necessary and appropriate for performing all services and storage required under this agreement. The Sheriff shall not be required to provide any labor, materials, equipment, premises, or facilities necessary for the performance of this contract. The Contractor shall not be held responsible for failure to perform duties under this Agreement if such failure is due to strikes, riots, rebellions, or circumstances beyond Contractor's control, that make performance substantially impracticable, impossible or illegal. Further, the terms, conditions, and covenants of this agreement contemplate that the Contractor shall be able to and shall efficiently, effectively and properly fulfill the following:

2.10.1 Scope of Work: The goods, supplies and associated services sought are those described in this agreement, including its schedules, as well as other specific products and services required from time-to-time, and particularly, but without limiting the foregoing, those set out in the product identification and specifications sections of this bid. Specific goods and services to be provided must meet specifically those requirements. Standardization is of highest import, together with compatibility with the existing uniform, equipment and services requisites established for the Cumberland County Sheriff's Office. Reference to the specifications sections of this contract more specifically describe the scope of work.

2.10.1.1 The contractor shall provide and pay for all labor, materials, parts, equipment, delivery, employee payroll benefits, and other supplies and services necessary for and reasonably incidental to furnishing the goods, products or services specified in this bid solicitation, for its own employees, operations, and the like, required in order to perform under the contract to be awarded pursuant to this bid process.

2.10.1.2 The contractor shall have and maintain an active and sufficient facility located in Cumberland County, North Carolina, within ten (10) miles of the Cumberland County Law Enforcement Center located at 131 Dick St., Fayetteville, N.C., open during normal working hours of at least 8:00 AM until 5:00 PM for the fitting and delivery of uniforms, services and equipment.

2.10.1.3 The contractor must be able to effect delivery of stock uniforms within 24 hours of the placement of the order for the uniform.

2.10.1.4 The contractor shall be responsible for taking all measurements and warrants and guarantees proper fitting for all personnel.

2.10.1.5 The contractor must use the symbols, images, or logo emblems, which images will be furnished and which must be attached, embedded, and processed by the contractor at the contractor's expense. The contractor may not and shall not otherwise use, distribute,

2.10.1.6 The contractor shall provide both customized and stock uniforms (as referenced in the specifications with respect to this contract) for all uniformed personnel within the agency, including, deputy sheriffs, detention officers, traffic control (school crossing) officers and uniformed personnel who are civilians.

2.10.2 Fittings and delivery (issuance) of uniforms and equipment within the scope and contemplation of this Invitation for Bids shall occur within the premises of the bidder (with private fitting or dressing rooms being required).

2.10.2.1 The contractor shall maintain sufficient storage of an adequate amount or number of complete, full, individual uniforms.

2.10.2.2 Alterations that are required shall be completed within 7 days and made available to the appropriate individual.

2.10.2.3 Timely delivery of all uniforms and equipment shall be made as determined in the discretion of the Sheriff, time being of the essence in performance under this contract.

2.11 Product Identification | Brand Specificity. Manufacturer names and product descriptions contemplated under this contract are product specific. The items supplied by the contractor shall be the manufacturer and type specified. In order to provide for standardization, compatibility and continuity of support. Failure to comply with this requirement shall be a basis to terminate this agreement for cause.

2.12 Product Specifications. The term "specification" refers to a description of the characteristics of the goods and services. The specifications shall be deemed to include the premises, purposes and objectives of this contract and the general needs and requirements of the uniforms and attendant services to be provided: Yet, these specifications set forth the characteristics of the goods and services to be purchased so as to enable the contractor to determine and understand that which is to be supplied. The information set forth in this contract, including any schedule, is in the form of a description of the physical, functional, or performance characteristics, a reference brand name or both. It also includes the description and basis for inspecting, testing, or preparing a material, equipment, supplies, or service for delivery.

2.12.1 Specific brands are set out in the specifications schedule which follows. Those brands are to be offered and must be used by the contractor according to the specifications. The contractor may not submit comparable brands unless the particular item is no longer manufactured or commercially available. In any event, brands must be determined to be equal to, or better than, those expressly stated in the specifications schedules.

2.12.2 Regardless of the brand bid, certain colors are absolutely required for compatibility and standardization and must otherwise meet the specifications. In particular, the contractor must provide items with the colors required by the Sheriff's Office, in particular, but without limiting the foregoing, the bid must include the color, "Cumberland Red" or its indubitable equivalent. Any goods deviating from this requirement shall be deemed to be non-compliant or non-conforming goods.

2.12.3 Uniforms (and the components) must fit the individual member and to the Sheriff's Office's reasonable satisfaction, and the contractor shall supply the goods and services requisite to this and each of the other terms.

2.12.4 Protocol and Schedule for Services. The contractor shall follow the schedule and protocol established from time-to-time by the Office of the Sheriff. The Contractor and the Sheriff's designee shall develop protocols for the performance of this contract and schedules related to its performance after this contract becomes binding on the parties hereto, and such protocol to be attached to this contract, establishing, among other things, the fees to be charged for the handling and storage of personal property, including, but not limited to, automobiles or other personal property, the towing, handling and storage or possession of which may arise from Writs of Execution, or other Court process or orders. Such schedules and protocols shall not be arbitrarily established and shall be commercially reasonable.

2.12.5 Proper Environment, Inventory and Premises. Maintain a safe, secure, and proper environment for the performance of the obligations under this contract, including, but not limited to, a fully insured facility, stock, equipment, and premises, and enable the display of adequate inventory, the taking measurements, the proper fittings, and sales contemplated under this agreement to occur at Contractor's premises, and otherwise place Contractor in a position and with the capacity to perform under this agreement.

2.12.6 Comply with all pertinent rules, regulations of the Commissions, or governmental and non-governmental commissions or agencies whose standards the Sheriff is obligated to meet or the Sheriff has adopted or to which the Office of Sheriff adheres, particularly those of CALEA.

3 Performance and Duties of the Office of Sheriff. The Cumberland County Sheriff's Office agrees that it shall observe the terms of the contract and fulfill its obligations under this agreement. The Sheriff's Office shall monitor and assist with regard to the subject matter of this agreement and the substantive and procedural aspects of performance under this agreement to assure compliance by the contractor. In the event that the Sheriff or his designee shall discover non-compliance, it shall be the obligation of the Sheriff to give notice and to seek

remediation and to make report thereof to the appropriate agency or authority.

4 Premises - Sales, Display and Storage Facilities. Without limiting the applicability of the foregoing, Contractor is and shall be responsible for the safe and secure storage of all property to be sold or delivered under this Agreement. As contemplated:

4.1 The Contractor shall maintain a secure retail and storage facility where goods shall be stored.

4.2 The Contractor shall maintain a safe and secure indoor storage facility of adequate size to store movable personal property, including clothing and store equipment.

4.3 The Contractor shall maintain a safe and secure, private fitting area for measurements, trying-on and marking for alteration the clothing, shoes, and equipment or other services and attendant sales of suitable size, location and amenities sufficient for the purposes of the Sheriff and the convenience of the persons involved in such activities or transactions, including, but not limited to measurements and fittings.

4.4 The Contractor shall maintain safe, sanitary and secure restroom facilities and the like, including proper washing, refreshment or similar facilities, adequately equipped and maintained, sufficient for the purposes of the Sheriff and the convenience of the persons involved in such transactions.

5 Quality and Proper Performance. The goods and services to be provided under this contract shall be of proper quality and performed in a professional manner. Each phase of the services rendered under the contract is subject to inspection both during the contractor's operations and after completion of the tasks. In the event of the discovery of unsatisfactory performance or conditions or in the event that the contractor is advised of any unsatisfactory performance or conditions, the contractor shall timely respond to the CCSO Contract Monitor, who shall be, unless the contractor is otherwise informed by the Sheriff or the designee of the Sheriff, the CCSO Supply Officer, timely addressing corrective and preventive actions taken.

5.1 Quality Control Program. As a part of the final award and the resulting contract, the Contractor shall be responsible for Quality Control which ensures all requirements of the contract. They must meet the following vital functions specified in the terms and conditions to gain acceptable contract performance:

5.1.1 Quality performance and quality control is the responsibility of the Contractor. The Contractor shall establish and maintain a complete Quality Control Program (QCP) acceptable to the CCSO to assure the requirements of the contract are provided as specified. This system shall:

5.1.1.1 Be implemented on the contract effective date.

5.1.1.2 Identify deficiencies in the quality of services throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.

5.1.2 Contract Monitoring. An On-Site Contract Acquisitions Reviewer (OSCAR) designated by the Sheriff together with the Finance and Accounting Officer is to act as contract monitor and primarily the individual who or the team or committee which certifies services were accomplished in accordance with this Invitation for Bids and the resulting contract.

5.1.2.1 Designated individuals from CCSO and the Bidder are responsible for the technical direction of the performance of all work under this contract. The term "technical direction" is defined to include, without limitation, the following:

5.1.2.1.1 Directions to the Contractor, which re-directs the contract effort, emphasis upon or among areas or tasks, require pursuit of certain lines of inquiry; fill in details or otherwise serve to accomplish the contractual scope of work in a satisfactory manner.

5.1.2.1.2 The contract monitor may supply information to the Contractor, which assists in the interpretation of technical

portions of the contract. Questions, or concerns, regarding invoicing must be directed to the CCSO Finance and Accounting Officer with a copy to the monitor.

5.1.3 **Written Notice of Concern.** The Sheriff or designee of the Sheriff or the OSCAR or Contract Monitor may issue a written notice of concern, bringing to the contractor's attention, a matter deemed to be a serious issue, condition or concern, to which the contractor must respond with alacrity.

5.1.3.1 The Contractor may receive written Notice of Concern (NOC) when a contract deficiency or non-performance action is noted.

5.1.3.2 The Contractor must make a written response to the NOC outlining its consideration, discussion and plan and any concluded remedy.

5.1.3.3 The contractor will be given an opportunity to remedy the deficiency; however, if the work cannot be repeated, the County may reduce contractor's invoice and consequent payment by the degree of service not provided as specified in the contract.

5.1.3.4 The parties to the contract agree the contractor shall be conclusively presumed to have actual knowledge of work not performed and, therefore, written notice by the OSCAR or other designee shall not be a prerequisite for reducing payment or assessing damages for non-conforming goods or a service or services not satisfactorily performed.

5.1.4 **Failure to Provide Proper Quality Control.** The failure to provide proper quality control shall be a material breach of this contract.

5.1.5 Failure by the Contractor to maintain adequate quality control may result in termination for default.

5.1.6 This contract monitoring is based on the premise that the Contractor, and not CCSO is responsible for management and quality control actions to meet the terms of the contract.

6 Insurance Requirements. Contractor shall at its sole cost and expense obtain insurance as contemplated under this agreement and as follows and shall provide a Certificate of Insurance indicating that the Contractor has in force the coverage described below prior to the start of any work under this Agreement and agrees to maintain such insurance until this Agreement is terminated. A 30-day notice of cancellation or non-renewal shall be given by the Contractor's insurance carriers. All required insurance must be obtained from insurers authorized to do business in the State of North Carolina and acceptable to the Sheriff. The minimum insurance coverage shall be:

6.1 **Commercial General Liability:** The contractor shall maintain an occurrence version of a commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance shall:

6.1.1 Include Cumberland County, its elected officials, including, but not limited to the Sheriff, as well as the officers and employees as insureds with respect to performance under the contract or any harm, injury or damage to another person caused by and arising from any non-performance, failure of goods, or non-performance.

6.1.2 The coverage shall contain no special limitations on the scope of protection afforded to the above listed insured.

6.2 **Business Automobile Liability Insurance:** The contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

6.3 **Workers Compensation and Employers Liability Insurance:** The contractor shall maintain workers compensation insurance with North Carolina statutory limits and employer's liability insurance with limits of not less than \$100,000 each accident.

6.4 Blanket Employee Dishonesty Coverage or Bond: The contractor shall maintain a bond to protect against dishonest acts committed by the Bidder employees. The minimum limit of this bond shall be \$500,000 applicable to all loss caused by or involving one or more employees, whether the result of a single act or a series of acts. Cumberland County shall be added to the bond as an obligee.

6.5 Theft, Disappearance, and Destruction Crime Insurance: The contractor shall maintain coverage applicable to loss or damage to uniforms, uniform components, badges, insignia, implements, and equipment within any cart, cabinet, bin, box, vault, collection point, conveyor or other device or apparatus or the like, while inside or outside the contractor's premises, and in the contractor's possession, care, custody, or control, but having been requested or ordered by the County. The minimum limit of this policy shall be \$500,000 inside the premises and \$50,000 outside the premises. The County shall be included as an additional insured/loss payee.

7 Pricing. The pricing under this contract shall be as shown on Schedule 1 and shall constitute the total cost to Sheriff for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. The contractor as the vendor shall not invoice the vendee for any amounts not specifically allowed for in this contract.

7.1 Invoices shall be premised upon:

7.1.1 references to the Price Sheet Schedule of this contract;

7.1.2 all unit prices shall remain firm and fixed for the full term of the contract, including renewals, unless modified pursuant to the price adjustment clause; (Refer to the paragraph entitled "Price Adjustment.")

7.1.3 delivery costs, if any, shall be included in all bid pricing and no additional delivery costs shall be permitted, charged or accepted;

7.1.4 pricing in the invoice shall include all costs associated with the sale of the goods and the delivery and acceptability of the goods and services; provided that any costs for manufacturing, hemming, embroidery or attachment of emblems, logos, badges, name tapes, screen prints, chevrons, insignia, or the like, must be included in the item price in the invoice, but stated, if requested by the vendee; and further provided that original hemming must be included in the bid price at no additional expense to the agency.

7.1.5 oversize charges are not permissible (No oversize charges will be charged or will be acceptable or apply to any items listed as a stock size by a manufacturer's catalog or price list.)

7.1.6 CCSO will issue a requisition to each employee authorizing the purchase of uniforms from Contractor, and only items listed on the requisition may be issued to the employee and invoiced . (No substitutions or additions are allowed.)

7.1.6.1 If the employee wishes to purchase additional items not listed on the requisition, the Contractor should collect payment from the employee for any items purchased that are not listed on the requisition.

7.1.6.2 There shall not be billing or invoicing for any items not listed on the requisition.

7.1.7 The Contractor shall submit to the CCSO Supply Officer a copy of each invoice upon issuing of uniform items.

7.1.8 Any applicable taxes shall be invoiced as a separate item

7.1.9 On or before the 5th day of each month, the Contractor will submit a statement of all purchases, including applicable taxation) for the previous month to CCSO Accounts Payable.

7.1.10 Statements and supporting invoices must be submitted to the following address:

Cumberland County Sheriff's Office
Attention: Budget Office
131 Dick Street, Suite 110
Fayetteville, NC 28301

7.2 The contractor shall provide for both stock and customized uniforms or uniform components as a part of the uniform and shall specify the price per item separately.

7.3 The Office of Sheriff will be charged, and the Contractor shall accept, the unit price stipulated in the specifications and proposal documents as full compensation for furnishing and delivering the products and services contemplated. These unit prices shall include or "cover" the costs of all goods, tools, labor, transportation, materials, as well as all royalties or wholly owned items, patents, patented articles, materials, appliances, processes, compositions, combinations, means, and things employed or used in connection with the solicitation and the resulting contract.

7.4 Any item requiring special cutting of a non-stock size will be priced at the bid price for the nearest stock size plus a maximum of 30% above the bid price for the nearest match stock item.

7.5 All required alterations shall be done on the premises and at the contractor's expense.

7.6 An open purchase order will be issued by the County of Cumberland for one fiscal year for orders placed during that fiscal year and the Sheriff's office will place orders from time to time as requirements mandate or are developed. Open purchase orders will be issued for each succeeding fiscal year during the term of the contract, and any renewals, so long as funding shall remain available.

7.7 Price Adjustment. As stated above, all prices of the successful Contractor, that is, the Contractor, shall remain firm and fixed for the full term of the contract, including renewals, unless modified pursuant to the terms for price adjustment.

7.7.1 Price adjustment requests under the contract, if submitted by the Contractor, must be received, not more than 90 days nor less than 60 days prior to the end of the first year of the contract as well as any subsequent one-year contract renewal term.

7.7.1.1 The Sheriff's designee may accept or reject any price adjustment requests, either in whole or in part. The acceptance or rejection shall be in writing and provided to the Contractor prior to the proposed effective date of any price adjustment.

7.7.1.2 If the Sheriff's designee rejects the Contractor's price adjustment request, the Contractor may first appeal to the designee of the Sheriff, and, if unsuccessful, either continue the contract under the existing pricing or request that the contract be terminated and rebid, but shall not, of its own volition or act, terminate or discontinue providing the service until such termination shall be approved in writing.

7.7.2 Pricing for the first contract year shall remain firm and shall not be subject to price adjustment.

7.7.3 During the second contract year and each subsequent year following, the Contractor may request a price adjustment, provided that the Contractor submits sufficient documentation to support the Contractor's request for price adjustment, subject to paragraph 7.7.1.1 of this agreement.

7.7.4 The Contractor shall provide its new price list, together with other supporting justification, ordinarily contemplated as being one or more governmentally accepted published indices to support the price adjustment, subject to paragraph of 7.7.1.1 of this agreement.

8 Payment. Subject to the terms for pricing and the County's policy regarding invoicing and billing and the other relevant terms and conditions of this contract:

8.1 The Contractor shall submit to the CCSO Supply Officer a copy of each invoice upon issuing of uniform and equipment items during each calendar month of the fiscal year

8.2 On or before the 5th day of each month, the Contractor will submit a statement of all purchases for the previous month the Cumberland County Sheriff's Office, Budget Office (CCSO Accounts Payable), 131 Dick Street, Suite 110, Fayetteville, N.C. 28301.

8.3 CCSO will reconcile the invoices to the statement and cause the County to issue payment within 30 days of receipt of the monthly statement and invoice.

8.4 Accordingly, the contractor will be paid net thirty (30) calendar days after the contractor's invoice is approved by the County.

9 Availability of Funds. Any and all payments to the vendor or contractor shall be dependent upon and subject to the availability of funds to the Sheriff for the purpose set forth in this contract.

10 Maximum Annual Payments . Each fiscal year, the payments to the contractor shall not exceed the amount budgeted to the Sheriff for uniforms. Accordingly, upon the BOCC's adoption of the County budget, the Sheriff shall notify the contract of the maximum expenditure under the annual final budget for uniforms. That notification is and shall be deemed to be incorporated and adopted into this contract and shall constitute the a maximum expenditure amount for each fiscal year of the duration of the contract, including any renewals. For the fiscal year extending from the date of commencement of the contract the maximum expenditure amount shall be Two Hundred Seventy Five Thousand Dollars (\$275,000.00). Each such annual amount may vary, but as provided shall hereafter be deemed to be a part of this contract upon notice as contemplated, and each annual amount shall, at the Sheriff's option be subject to budget revisions by the County for any amount above the budgeted amount.

11 No Liability – No Requirement of Indemnity by County. The County as a matter of policy does not enter any contract which creates a contingent liability or indemnity obligation for the County (including the Sheriff). The County (including the Sheriff) shall not be responsible for any injury to the entity in any manner connected with or arising from this contract, including, but not limited to, the contractor's employees, or to third parties caused by the actions, activities, transactions or occurrences in the performance or attempted performance under this contract, and particularly including, but not limited to, the contractor's agents, servants or employees.

12 Hold Harmless Agreement. The Contractor does hereby waive, release any and all claims, demands, actions, right of contribution or the like, that the contractor may have or which may hereafter or thereafter arise against the County (including the Sheriff) and the appointees ore employees thereof, and agrees to protect, defend and indemnify, and hold the County of Cumberland and its Commissioners, Officers, Officials (including the Sheriff) and employees or agents, free and harmless from and against all claims, demands,actions, causes of action, damages, charges, loss, penalties, settlements, liabilities and expenses, including but not limited to attorney's fees, arising out of or arising wholly or in part due to any act or omission of the Contractor or his employees, in the execution, performance, or failure to adequately perform the obligations pursuant to this Agreement with the Sheriff, Cumberland County, and agrees to advance such costs, expenses or the like as may be deemed by the County through its Commissioners, Officers, Employees, Officials and agents (including attorneys) to be necessary or appropriate from time-to-time to defend or indemnify the County and its commissioners, officers, employees, officials and agents with regard to such matters.

13 General Indemnity . In addition to all of the foregoing, the contractor shall hold and save the County, its officials (including the Sheriff) officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days after the County acquires knowledge of such claims, and shall fully indemnify the the County, its officials (including the Sheriff) officers, agents, and employees with respect to any such claims, demands, actions, causes of

action, damages, incidental expenses or direct or collateral costs of any kind, nature or extent. The contractor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of goods or services to the County. The terms shall survive the termination or expiration of this contract.

14 Remedies. The Contractor shall be fully responsible and liable to the Sheriff for the acts and omissions of its subcontractors and persons employed by them, as it is for persons directly employed by Contractor. If either party shall materially breach any performance hereunder, the same shall be a default of this Agreement. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including attorney fees incurred by the other party on account of the default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing hereunder, at law or in equity, and may be enforced concurrently or from time-to-time.

15 Compliance with Law, Regulations, Policies, Standards, and Directives. The Contractor agrees that its performance of this Agreement shall comply with all applicable laws, rules, ordinances, executive orders or other requirements of any government or subdivision of government which may govern performance of this Agreement, including The Fair Labor Standards Act, and the Equal Employment Opportunity Act. The Contractor shall comply with, and insure its subcontractors comply with, all local, state, and federal laws, regulations and policies relating to safety and health and employment. Having due regard to the foregoing, parties to this agreement shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under this Agreement, including, but not limited to, the provisions of Chapters 1, 1A, 14, 15A, 122C, 153A, and 162 of the North Carolina General Statutes, equal employment laws, and other applicable law, all applicable State and Federal laws and regulations, as well as applicable ordinances of local government, especially those of the County of Cumberland, and particularly including, but not limited to DCI, CJIS, and related provisions of law, as well as the policies, and directives of the Office of Sheriff and applicable standards, specifically including, but not limited to its CJIS policies and directives, and shall cause to be executed any contracts, further assurances, and the like, requisite to compliance with the same.

16 ADA Compliance/Non-Discrimination/Anti-Retaliation. Without limiting the generality of the foregoing, the parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504, of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990 (ADA), Chapter 168 of the North Carolina General Statutes and all requirements imposed by the requisite Federal regulations, rules and guidelines issued pursuant to these Titles with respect to the personnel employed or deployed pursuant to this agreement, and shall conform to and comply with the anti-retaliation policies adopted by the Sheriff of Cumberland County.

17 Iran Divestment Act. As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the State of North Carolina or any political subdivision of the State. In addition to all other warranties and representations in this Agreement, the contractor represents that it is not ineligible to contract as a result of the Iran Divestment Act.

18 E-verify Compliance. The contractor shall comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and the terms of N.C. Gen. Stat. § 143-133.3. Without limiting the generality of the foregoing, the Contractor, as an employer, shall comply with and certify that continued compliance with the provisions of N.C. Gen. Stat. § 64-26, and verify the work authorization of the employee through E-Verify. Further, such employer shall retain the record of the verification of work authorization required by such provision of law while the employee is employed and for one year thereafter, and shall make such certification and offer such proof of compliance as may reasonably be required by the other party to this agreement. The failure of the other party to this agreement to comply with this section of this agreement or with the requirements of Article 2 of Chapter 64 of the General Statutes is and shall be a material breach of this agreement, and shall subject the breaching party to the payment of damages to the aggrieved party or to specific performance or other injunctive relief as well as the recovery of damages, costs, and counsel fees.

19 Modification. This Agreement may be modified, amended or altered only in writing executed by the parties

20 No Assignment. Neither the obligations nor the rights of the contractor under an award under this contract may be assigned by the

contractor without the express written consent of the Sheriff of Cumberland County, whose consent shall not be unreasonably withheld.

21 Agency and Authority. The parties represent that they have the authority to enter this agreement. The Sheriff designates the Civil Office Lieutenant as the exclusive agent and contracting officer on all matters pertaining to this Agreement. The Contractor agrees that all of its dealings in respect to this Agreement shall be exclusively with the Sheriff's designee. Further, Contractor and Sheriff agree that no modification of this Agreement shall be made except by an instrument duly executed by the parties or their successors in interest.

22 Severability. Should any term, duty, obligation or provision of this Agreement be found invalid or unenforceable, such finding shall in no way affect the validity of other terms, duties, obligations, provisions, which shall remain valid and enforceable and in full force and effect.

23 Applicable Law - Situs. This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflicts of law provisions thereof. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claims arising under the terms of this Agreement and that Cumberland County, North Carolina, shall be the exclusive venue for such action, and, therefore, the situs for any interpretation of this agreement, its effect or remedies shall be the Superior Court, Cumberland County, North Carolina and no other place or forum.

24 Other and Further Assurances. In order to give effect to the purposes and terms of this agreement, the parties agree to promulgate and execute such other document or other and further assurances, certificates, agreements, memoranda or the like which may reasonably be required to give effect to this agreement, its terms, conditions, covenants, and purposes upon request and within a reasonable time following such request.

25 Binding Effect. The agreement reflected or contemplated under this memorandum and any documents contemplated under it shall supercede all prior agreements with respect to the terms and conditions of this agreement and shall be enforceable and have binding effect unless and until terminated in accord with the provisions of this agreement with respect to termination, and no agency or officer of such agency shall be permitted to access the facility or to submit individuals, patients, or contractors until such agency executes a memorandum of agreement indubitably equivalent to the requisite provisions of this memorandum and agrees to be bound by the terms of this memorandum of agreement.

26 Entire Contract. This written memorandum of agreement shall constitute the full and complete contract, and no agreements, representations or the like, not contained within the contract shall be enforceable in any manner

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement.

The County of Cumberland County NC

By: _____

Date: _____

The Office of the Sheriff of Cumberland County NC

By: Ennis W. Wright
Ennis W. Wright
Sheriff

Date: 12-16-19

American Uniforms, Inc.

By: [Signature]
Officer

Attest: [Signature]
Secretary

Date: 12/16/19

Schedule 1

Cumberland County Sheriff's Office

Item Specifications

The specifications for these items in this bid process are those elements and components for uniforms and the various divisions and sections of the Cumberland County Sheriff's Office. The description set out below establishes the specific nature, type and usage of the uniform elements and components and those uniform items with respect to which standardization and compatibility are required.

Item	Manufacturer	Brand	Style #	Color	Year 1	Year 2	Year 3
Male Deputies							
Trousers	Fechheimer	Fechheimer	6464E	Charcoal Grey	\$73.99/each	\$76.21/each	\$78.50/each
Shirts	Flying Cross	Flying Cross	8567Z L/S	Grey	\$51.99/each	\$53.55 each	\$55.16/each
Shirts	Flying Cross	Flying Cross	8667Z S/S	Grey	\$51.49 each	\$51.49/each	\$53.03/each
Duty Belt with Silver Buckle	Dutyman	Dutyman	4031U	Black	\$54.99/each	\$56.64/each	\$58.34/each
TDU Trousers	5.11	5.11	74280	Black	\$41.99/each	\$43.25/each	\$44.55/each
Taclite Pro Pant	5.11	5.11	74273	Black	\$41.99/each	\$43.25/each	\$44.55/each
Flex-Tac Stryke Pant	5.11	5.11	74369	Black	\$52.99/each	\$54.58/each	\$56.22/each
Lieutenants & Up							
Stryke Trousers	5.11	5.11	74369	Black	\$52.99/each	\$54.58/each	\$56.22/each
Blauer Super Shirts	Blauer	Blauer	8436 L/S	Black	\$78.99/each	\$81.36/each	\$83.80/each
Blauer Super Shirts	Blauer	Blauer	8446-S/S	Black	\$75.99/each	\$78.27/each	\$80.62/each
Dutyman Belt	Dutyman	Dutyman	4031	Black	\$54.99/each	\$56.64/each	\$58.34/each
Straw Hat	Stratton	Stratton	S-40DB	Black	\$66.99/each	\$68.99/each	\$71.07/each
Response Jacket	5.11	5.11	48016	Black	\$54.99/each	\$56.64/each	\$58.34/each
Female Deputies							
Trousers	Fechheimer	Fechheimer	F64641E	Charcoal Grey	\$73.99/each	\$76.21/each	\$78.50/each
Shirts	Flying Cross	Flying Cross	L8567Z	Grey	\$51.99/each	\$53.35/each	\$55.16/each
Shirts	Flying Cross	Flying Cross	L8667Z	Grey	\$49.99/each	\$51.49/each	\$53.03/each
TDU Pant	5.11	5.11	64359	Black	\$41.99/each	\$43.25/each	\$44.55/each
Taclite Pro Pant	5.11	5.11	64360	Black	\$41.99/each	\$43.25/each	\$44.55/each
Miscellaneous							
Performance Polo Shirts	Blauer	Blauer	81441/S w/ screenprint	Grey/Black	\$48.99/each	\$50.46/each	\$51.97/each
Performance Polo Shirts	Blauer	Blauer	8134 S/S w/ screenprint	Grey/Black	\$46.99/each	\$48.40/each	\$49.85/each
Performance Polo Shirts	5.11	5.11	71049 S/S	Black	\$48.99/each	\$50.46/each	\$51.97/each

Item	Manufacturer	Brand	Style #	Color	Year 1	Year 2	Year 3
Performance Polo Shirts	5.11	5.11	72049 L/S	Black	\$46.99/each	\$48.40/each	\$49.85/each
UFX Knit Tactical Polo Shirt	Elbeco	Elbeco	K5131 S/S	Black	\$48.99/each	\$50.46/each	\$51.97/each
UFX Knit Polo Shirt	Elbeco	Elbeco	K5141 L/S	Black	\$50.99/each	\$52.52/each	\$54.10/each
Wet Weather Rain Jacket	Neese	Neese	523AJ	Black	\$59.99/each	\$61.79/each	\$63.64/each
Wet Weather Rain Pants	Neese	Neese	523PT	Black	\$45.99/each	\$47.37/each	\$48.79/each
CCSO Collar Pins	Blackington	Blackington	15	Silver	\$18.99/each	\$19.56/each	\$20.15/each
Baseball Cap	Pacific Headwear	Pacific Headwear	302C	Black	\$15.99/each	\$16.47/each	\$16.96/each
Clip-on Tie	Samuel Broome	Samuel Broome	90010	Maroon # 69	\$6.99/each	\$7.20/each	\$7.42/each
Clip-on Tie	Samuel Broome	Samuel Broome	90043	Maroon # 69	\$6.99/each	\$7.20/each	\$7.42/each
Clip-on Tie	Samuel Broome	Samuel Broome	90063	Maroon # 69	\$6.99/each	\$7.20/each	\$7.42/each
ANSI Reversible Wind proof Jacket	Spiewak	Spiewak	S315V	Black/Hi-Visibility Yellow	\$168.99/each	\$174.06/each	\$179.28/each
Detention Center							
TacLite TDU Pants	5.11	5.11	74280	Storm Grey or Black	\$41.99/each	\$43.25/each	\$44.55/each
TacLite TDU Short Sleeve Shirt	5.11	5.11	71339	Storm Grey or Black	\$49.99/each	\$51.49/each	\$53.03/each
Response Jacket	5.11	5.11	48016	Storm Grey or Black	\$64.99/each	\$66.94/each	\$68.95/each
Baseball Cap	Pacific Headwear	Pacific Headwear	302C	Black	\$15.99/each	\$16.47/each	\$16.96/each
Duty Belt	5.11	5.11	59505	Black	\$42.99/each	\$44.28/each	\$45.61/each
School Traffic Control Officers							
Trousers	Fechheimer	Fechheimer	TR070	Navy	\$42.99/each	\$44.28/each	\$45.61/each
Shirts	Flying Cross	Flying Cross	35W5400 L/S	White	\$35.99/each	\$37.07/each	\$38.18/each
Shirts	Flying Cross	Flying Cross	85R5400 S/S	White	\$32.99/each	\$33.98/each	\$34.99/each
Duty Jacket	Blauer	Blauer	6120	Black	\$129.99/each	\$133.89/each	\$137.91/each
Ladies Trousers	Fechheimer	Fechheimer	TR070W	Navy	\$42.99/each	\$44.28/each	\$45.61/each
Ladies Skirt	Fechheimer	Fechheimer	38033	Navy Blue	\$39.99/each	\$41.19/each	\$42.43/each
Ladies Shirt	Fechheimer	Flying Cross	126R5400 L/S	White	\$35.99/each	\$37.07/each	\$38.18/each
Ladies Shirt	Fechheimer	Flying Cross	176E45400 S/S	White	\$32.99/each	\$33.98/each	\$34.99/each
Reversible Jacket	Neese	Neese	447RJH	Black/Org	\$53.99/each	\$55.61/each	\$57.28/each

PRE-AUDIT CERTIFICATION

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

By: _____
County Finance Officer

Dated: _____

LEGAL SUFFICIENCY CERTIFICATION

This instrument has been review for legal sufficiency and has been found to be legally sufficient.

By: _____
Attorney

Dated: _____



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 9/2/2020

SUBJECT: MINIMUM HOUSING CODE ENFORCEMENT FOR THE TOWN OF WADE

Requested by: BOARD OF COMMISSIONERS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The town attorney for the Town of Wade has confirmed that the Town of Wade wants to relinquish its jurisdiction to the County for the purposes of Minimum Housing enforcement. This method is now allowed by the new Chapter 160D in the General Statutes. It will require the Town to adopt a resolution relinquishing its jurisdiction to the County and requesting the County to apply its Minimum Housing Ordinance to the Town's jurisdiction. This will require the County to amend its Minimum Housing Ordinance to add the Town of Wade to the jurisdiction of the County for this purpose. This will take the Town completely out of regulating Minimum Housing and it will become a County responsibility. It is likely the Towns of Falcon, Eastover and Stedman will also want to do Minimum Housing this way.

RECOMMENDATION / PROPOSED ACTION

County attorney requests direction from the Board as to whether it wishes to offer this approach to the Town of Wade and the Towns of Falcon, Eastover and Stedman.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 8/25/2020

**SUBJECT: MEMORANDUM OF AGREEMENT WITH CUMBERLAND COUNTY
AND THE CUMBERLAND COUNTY BOARD OF EDUCATION FOR
SUPPORT IN EMERGENCY EVENTS AFFECTING CUMBERLAND
COUNTY, NORTH CAROLINA**

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): AMY H. CANNON, COUNTY MANAGER

BACKGROUND

In the event of declared States of Emergency in Cumberland County, the Cumberland County Emergency Management Department has the need for support in various public health, shelter and transportation functions. Over the years, the Cumberland County Board of Education has provided those various types of support in the areas of shelter, care of persons displaced by the event and transportation services.

The Cumberland County Board of Education has prepared a Memorandum of Agreement to support activities in response to emergency events affecting Cumberland County. The purpose of this agreement is to combine resources with Cumberland County Emergency Management to successfully manage an emergency incident or event, and for the Cumberland County Schools to provide resources for shelter facilities, staffing and transportation services that would assist in providing protection and care for the affected population in Cumberland County during an emergency.

The term of this agreement begins on the date that it is signed and will continue for the duration of five (5) years. The attached agreement can be renewed as many times as desired at the agreement of both parties. Both parties shall be responsible for their own costs incurred and for requesting reimbursement for those costs to the appropriate entity, which may include, but is not limited to the Federal Emergency Management Agency

(FEMA).

RECOMMENDATION / PROPOSED ACTION

Staff recommends moving this request forward as a Consent Agenda item to the September 21, 2020 Board of Commissioners' Meeting for approval.

ATTACHMENTS:

Description	Type
Memorandum of Agreement Between Cumberland County and CCBOE for Support in Emergency Events Affecting Cumberland County	Backup Material

Memorandum of Agreement

Between

The Cumberland County Board of Commissioners

And

The Cumberland County Board of Education

For:

Support activities in response to emergency incidents affecting Cumberland County, North Carolina

Summary

In the event of an emergency incident/event, Cumberland County Emergency Management (CCEM), as representatives of Cumberland County Government, will have a need for support in various public health, shelter, and transportation functions. Whether the incident results from a natural disaster or man-made hazard, persons displaced or affected by the incident will present a need for varying types of care and support. These needs will change based on the nature, scope, location, and duration of the incident.

Approach

In the event of an imminent or actual emergency incident or event, or the declaration of a State of Emergency by the Cumberland County Board of Commissioners or the Governor of North Carolina, CCEM may request assistance from the Cumberland County Board of Education (hereinafter "Cumberland County Schools" or "CCS") in the area(s) of sheltering, care of persons displaced by the incident, and transportation. Upon activation of the Emergency Operations Plan (EOP), the Emergency Management Coordinator (EMC) may request pertinent resources from the CCS Superintendent, or his/her designee. An explanation of such resources as may be requested in support of an incident response is included below.

Purpose

The purpose of this document is to establish an agreement between CCEM and CCS that serves to strengthen Cumberland County's capacity to successfully manage an emergency incident or event. CCS possesses valuable facilities and resources that may be required in support of the response to an emergency situation affecting Cumberland County. By providing essential facilities, related services, and personnel, CCS will substantially increase Cumberland County's ability to provide protection and care for its population, public and private property, and environmental resources.

Functional Areas and Responsibilities

In the event that the EMC, or his/her designee, deems it necessary, CCS shall provide support to the Emergency Operations Plan. CCS shall provide support in four (4) functional areas: Public Health, Animal Protection, Human Services/Mass Care, and Transportation.

Public Health Function

CCS shall support this function through the following responsibilities:

- Provide facilities to serve as reception centers in the event of a chemical, biological, radiological, nuclear or explosive (CBRNE) attack or event.
- Facilities will be used for:
 - Monitoring the public for signs of contamination.
 - Decontamination of persons exposed to CBRNE agents.
 - Storage of impounded vehicles.
 - Shelter for displaced persons after decontamination (see Human Service/Mass Care function below).
- Provide facilities for mass vaccination or mass prophylaxis distribution.
- Provide additional staff to assist in operations as necessary including but not limited to custodial services and facility manager(s).

Cumberland County shall provide the following resources to support this function:

- Staff to manage reception centers.
- Decontamination equipment and personnel.
- Staff and/or volunteers to assist in mass vaccination and mass prophylaxis distribution.

Animal Protection Function

CCS shall support this function through the following responsibility:

- Although Cumberland County shall have primary responsibility for providing facilities for the care and support of pets belonging to shelter occupants, CCS shall supplement these County efforts when additional facilities are required.

Cumberland County shall provide the following resources to support this function:

- Staff and/or volunteers to provide care for animals.
- Equipment for the securing and care of animals (feeding bowls, leashes, cages, cleaning supplies, etc.)

Human Service/Mass Care Function

CCS shall support this function through the following responsibilities:

- Provide designated mass care facilities or shelters for mass care support of the displaced population. For purposes of this Memorandum of Agreement, the following CCS schools are designated as mass care facilities or shelters (other facilities that have been planned for potential use may be added as agreed upon by both parties if determined exigent circumstances dictate the need):
 - Pine Forest High School
 - South View High School
 - Mac Williams Middle School
 - W.T. Brown Elementary School
- Provide gender-specific restrooms for the displaced population.
- Provide appropriate facility access and staff for the operations and maintenance of the designated shelter sites with a sufficient workforce to support mass care facilities through cafeteria and custodial personnel.
- Provide a qualified CCS representative to assist shelter staff at each designated shelter site.

Cumberland County shall provide the following resources to support this function:

- Cumberland County shall determine and be responsible for any facility upgrades, physical improvements, additions, or additional equipment needed to operate the designated shelters.
- Cumberland County Department of Social Services serves as lead agency to the Mass Care function. Social Services will maintain all necessary agreements, records, and reports relating to the designated shelter sites.
- Sworn law enforcement officer(s) and/or security personnel to assist in shelter security.
- Staff to manage and coordinate shelter operations.

Transportation Function

CCS shall support this function through the following responsibility:

- Provide school buses and properly licensed operators to the EMC in support of emergency transportation needs.
- Provide fuel truck support for fire and EMS units.

Additional Agreement Terms

1. This agreement will commence on the date signed and continue for the duration of five (5) years.
2. Upon expiration, this agreement may be renewed as many times as desired, at the agreement of both parties.

3. Either party may terminate this agreement at any time by providing written 90-day notice to the other party. This agreement may only be amended in writing, signed by the parties.
4. A request for the services outlined in this document will be made to the CCS Superintendent or his/her designee by the EMC or designee.
5. Additional responsibilities may be assigned to CCS during an incident at the request of the EMC, or his/her designee, upon the written agreement of both parties, which written agreement may be as informal as required by exigent circumstances, but which will nevertheless serve as a record of the additional responsibilities.
6. Incurred damage shall be assessed based upon joint inspections of facilities, equipment or vehicles conducted at the inception of emergency incidents/events.
7. Pursuant to N.C. Gen. Stat. 115C-524, no liability shall attach to the Cumberland County Board of Education for injury or damage incurred in connection with the use of school property pursuant to this agreement.
8. The parties to this agreement shall be responsible for their own costs incurred and for requesting reimbursement for those costs to the appropriate entity which may include but is not limited to the Federal Emergency Management Agency (FEMA).

Contacts and Authorization


Contacts:

Gene Booth
Cumberland County Emergency
Services Director
Law Enforcement Center
131 Dick Street
Fayetteville, NC 28301
(910) 321-6736

Joe Desormeaux
Cumberland County Schools
Associate Superintendent for
Auxiliary Services
Cumberland County Schools
Operations Center
810 Gillespie St.
Fayetteville, NC 28306
(910) 678-2317

Amy Cannon, County Manager
Cumberland County

Date: _____




Dr. Marvin Connelly, Superintendent
Cumberland County Board of Education

Date: 8/19/2020

Cumberland County
Board of Commissioners

Cumberland County
Board of Education

Marshall Faircloth, Chair
Date: _____



Alicia Chisolm, Chair
Date: 8/12/2020



WORKFORCE DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 8/25/2020

**SUBJECT: WORKFORCE DEVELOPMENT PROGRAM YEAR 2021 LOCAL AREA
ANNUAL PLAN**

Requested by: AMY H. CANNON, COUNTY MANAGER

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

BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) requires each Workforce Development Board (WDB) to develop and submit, in partnership with the local chief elected official, a comprehensive four-year plan. The WIOA Program Year (PY) 2020 is to provide current information, including local policies, and be effective July 1, 2020 – June 30, 2024, with updates submitted annually during that time.

The comprehensive PY 2020 Plan includes information related to the Workforce Development Board Overview, Local Area Strategic Planning, Regional Strategic Planning, NCWorks Commission, NCWorks Career Center, Employer Services, Performance, Equal Opportunity, WIOA Title I Programs (i.e., Adult and Dislocated Worker Services and Youth Services), and Local Innovations (e.g., local best practices and strategies). The complete document and attachments are available via <http://co.cumberland.nc.us/departments/career-center-group/career-center/local-area-plan>. The Cumberland County Workforce Development Board approved the PY 2020 Cumberland County Local and Regional Workforce Development Area Plan at their May 19, 2020 meeting.

RECOMMENDATION / PROPOSED ACTION

The Workforce Development Board requests that this item be placed on the September 21, 2020 Board of Commissioners consent agenda for approval of the PY 2020 Cumberland County Local and Regional Workforce Development Area Plan from the Cumberland County Board of Commissioners. Upon approval, it is requested that the Chair of the Cumberland County Board of Commissioners sign the Signatory page and the County Manager be authorized to sign the Certification form.



WORKFORCE DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: TRACY JACKSON, INTERIM WORKFORCE DEVELOPMENT
DIRECTOR**

DATE: 8/25/2020

**SUBJECT: CUMBERLAND COUNTY NCWORKS CAREER CENTER PARTNER
MEMORANDUM OF UNDERSTANDING (MOU) AND
INFRASTRUCTURE FUNDING AGREEMENT (IFA)**

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): TRACY JACKSON, INTERIM DIRECTOR

BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) Section 121(c)(1) requires each Local Workforce Development Board (WDB), with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local WDB and one-stop partners (e.g., Cumberland County NCWorks Career Center), consistent with WIOA Section 121(c)(2), concerning the operation of the one-stop delivery system in the local workforce area. Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA Section 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200. MOU and IFA documents take effect on the first day of the program year (July 1). The MOU is valid for three program years (unless revision is required). The IFA is valid for one year; a new IFA must be prepared and submitted each program year.

RECOMMENDATION / PROPOSED ACTION

The Workforce Development Board requests that this item be placed on the September 21, 2020 Board of

Commissioners consent agenda for approval of the Cumberland County NCWorks Career Center Partner MOU and IFA from the Cumberland County Board of Commissioners. Upon approval, it is requested that Chair of the Cumberland County Board of Commissioners sign MOU and IFA signatory page, the Workforce Development Board Director be authorized to sign as the designated representative of WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs on the MOU and IFA, and the applicable County department heads be authorized to sign as the designated representative for their respective departments as listed within the MOU and IFA.

ATTACHMENTS:

Description	Type
DWS policy statement	Backup Material
Cumberland County NCWorks Career Center MOU	Backup Material
Cumberland County NCWorks Career Center Partner IFA	Backup Material
Cumberland County NCWorks Career Center IFA Signatory Page	Backup Material
MOU and IFA Designated Signatories	Backup Material




**NORTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF WORKFORCE SOLUTIONS**

DWS POLICY STATEMENT NUMBER: PS 09-2020, Change 1

Date: July 9, 2020

**Subject: NCWorks Career Center Memorandum of
Understanding and Partner Infrastructure Funding
Agreement**

From:


Jessica Englert
Assistant Secretary for Workforce

Purpose: To provide guidance on the required NCWorks Career Center Memorandum of Understanding (MOU) and Partner Infrastructure Funding Agreement (IFA).

This policy statement rescinds PS 09-2020.

Background: The Workforce Innovation and Opportunity Act (WIOA) Section 121(c)(1) requires each Local Workforce Development Board (WDB), with the agreement of the Chief Elected Official (CEO), to develop and enter into an MOU between the Local WDB and the one-stop partners, consistent with WIOA Section 121(c)(2), concerning the operation of the one-stop delivery system in a local workforce area. This requirement is further described in the WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA Section 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

Action: Local WDBs must use the attached MOU and IFA templates as both contain all required elements. MOU and IFA documents take effect on the first day of the program year: July 1. The MOU is valid for three program years, while the IFA is valid for one year. As such, a new IFA must be prepared and submitted each program year. WDBs are not required to resubmit their MOUs

prior to the end of the third program year unless it is revised. Revisions must be submitted for review and approval as soon as practicable.

WDBs must submit fully executed copies of both documents electronically using the Workforce Information System Enterprise (WISE). The fully executed IFA for the current program year must be submitted no later than the close of business on September 30, 2020. Local elected officials and the WDB Chairs will be notified if the IFA is not submitted to DWS by the due date.

Commerce leadership will sign for both DWS and DES once all other signatures have been secured. Regional Operations Directors and other DWS staff members can no longer sign MOUs or IFAs. WDBs must send their IFA to their planner after all other parties have signed it; at which point, the IFA will be circulated within Commerce for verification and signature.

Please reference Attachment 1 for NCWorks Career Center MOU, Attachment 2 for Infrastructure Funding Agreement, Attachment 3 Partner Infrastructure Funding Agreement Signatory Page, Attachment 4 MOU and IFA Designated Signatories.

Effective Date: Immediately

Expiration: Indefinite

Contact: Division Planners

Attachments:

1. NCWorks Career Center MOU
2. Infrastructure Funding Agreement
3. Partner Infrastructure Funding Agreement Signatory Page
4. MOU and IFA Designated Signatories

NC Works Career Center Memorandum of Understanding

The Cumberland County Workforce Development Board (WDB), with the agreement of the Chief Elected Official (CEO), shall develop and enter into this Memorandum of Understanding (MOU) between the Cumberland County WDB and the One-Stop Partners under the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128, concerning the operation of the One-Stop delivery system.

I. Required Partners WIOA 121 (b)(1)(B)

1. Title I Adult, Dislocated Workers, Youth, Job Corps, YouthBuild, National Farmworkers Jobs Program (NFJP) and Native American Programs
2. Programs authorized under the Wagner-Peyser Act
3. Adult education and literacy activities authorized under title II
4. Programs authorized under title I of the Rehabilitation Act of 1973
5. Activities authorized under title V of the Older Americans Act of 1965
6. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
7. Activities authorized under chapter 2 of title II of the Trade Act of 1974
8. Activities authorized under chapter 41 of title 38, United States Code: Job Counseling, Training, and Placement Service for Veterans
9. Employment and training activities carried out under the Community Services Block Grant Act
10. Employment and training activities carried out by the Department of Housing and Urban Development
11. Programs authorized under state unemployment compensation laws
12. Programs authorized under section 212 of the Second Chance Act of 2007
13. Programs authorized under part A of title IV of the Social Security Act: Temporary Assistance For Needy Families

II. Additional Partners

The local WDB may have specialized centers to address special needs, such as the needs of dislocated workers, youth, or key industry sectors or clusters. With the approval of the Cumberland County WDB and CEO, the following entities may be additional one-stop partners.

1. Employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under section 1148 of the Social Security Act
2. Employment and training programs carried out by the Small Business Administration
3. Programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008
4. Work programs authorized under Section 6(o) of the Food and Nutrition Act of 2008
5. Programs carried out under section 112 of the Rehabilitation Act of 1973
6. Programs authorized under the National and Community Service Act of 1990

MOU Guide

7. Other appropriate federal, state, or local programs, including employment, education, and training programs provided by public libraries or in the private sector.

III. Roles and Responsibilities WIOA Section 121 (b)(1)(A)

Each required partners of the One-Stop Delivery System shall:

- a.) provide access through the one-stop delivery system, including making the career services (eligibility determination, outreach, initial assessment, labor exchange service, job search, recruitment, referrals, job listings, training provider information, local area performance, supportive service information, financial aid assistance, career planning, financial literacy, and more) that are applicable to the program or activities available at the one-stop centers.
- b.) use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers.
- c.) enter into a local MOU (shown by signature on this document) with the local board, relating to the operation of the one-stop system.
- d.) participate in the operation of the one-stop system consistent with the terms of this MOU, the requirements of this title, and the requirements of the federal laws authorizing the program or activities.
- e.) use a common one-stop delivery system identifier (in North Carolina this is NCWorks).
- f.) identify strategies to meet the needs of individuals with barriers to employment.
- g.) [Additional items here; Example: shared service cost for Center greeter].

IV. Costs of Services (WIOA Regulations 678.700, USDOL December 27, 2016: Infrastructure Funding Guidance)

This section must contain effective time period, infrastructure and shared services budget, identify all one-stop partners/CEOs/local Boards participating, and describe the periodic review and reconciliation process to ensure equitable benefit among partners. The infrastructure funding agreement (IFA) may have a different effective time period from the duration of the MOU. Also, the infrastructure funding agreement must include binding signatories if submitted as a separate document.

- a.) Identification of the infrastructure costs budget, which is a component of the overall one-stop operating budget.
- b.) If different from Section I above, identify all one-stop partners, CEOs, and the Local WDB participating in the IFA.
- c.) Describe how the periodic modification and review process to ensure equitable benefit among one-stop partners will be conducted and include a timetable.
- d.) Provide the process used to reach consensus among all partners when developing the IFA. (Or, if applicable, provide assurance that the local area followed the State Funding Mechanism process.)
- e.) Describe the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached.

MOU Guide

V. Funding definitions

a.) Cash and In-Kind for Ongoing One-Stop Delivery System Operators

Non-cash contributions must be valued consistent with 2 CFR 200.306 and reconciled regularly (i.e., monthly or quarterly). Third-party in-kind contributions are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations. The value of third-party in-kind contributions must also be consistent with the Uniform Guidance at 2 CFR 200.306 and reconciled on a regular basis (e.g., monthly or quarterly) to ensure they are fairly evaluated and meet the partners' proportionate share.

b.) Infrastructure Costs One-Stop Centers

Non-personnel costs necessary for the general operation of the one-stop center. The funds provided under this paragraph by each one-stop partner shall be provided only from funds available for the costs of administration under the program administered by such partner and shall be subject to the program's limitations with respect to the portion of funds under such program that may be used for administration (WIOA Regulations 678.720).

c.) Non-personnel costs include: Rental of the facilities; Utilities and maintenance; Equipment (including assessment-related products and assistive technology for individuals with disabilities); and Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.

NOTE: The IFA is a required component of the MOU and not a separate document. The reasonable cost allocation methodology should be provided and consistent with Federal Cost Principles in the Uniform Guidance 2 CFR Part 200.94.

VI. Methods of Referrals

Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system.

Partners will utilize methods of referrals of individuals between one-stop operators and one-stop partners for appropriate services and activities.

VII. Certification and Continuous Improvement

The parties herein shall comply with established Certification and Continuous Improvement Criteria established by the state board, in consultation with CEOs and local boards. The objective criteria and procedures for use by local boards in assessing at least once every 3 years the effectiveness, physical and programmatic accessibility in accordance with section 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and continuous improvement of one-stop centers and the one-stop delivery system.

MOU Guide

VIII. Performance and Accountability

Each partner is responsible for ensuring that its legislated programs, services, and activities are provided in the one-stop center in accordance with the goals, objectives, and performance measures of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and regulations. Each partner agrees to work to support the achievement of WIOA and one-stop performance measures.

IX. Confidentiality of Information

Exchange of information among partners is encouraged and expected. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information. Each partner agrees to collect and share information necessary to track the performance of the One-Stop Center in accordance with provisions of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and accompanying regulations.

X. Monitoring and Oversight

The CEO, the WDB, the DWS, United States Department of Labor, and local area administrative entity have the right to monitor activities under this MOU to ensure performance goals are being maintained and that the MOU terms and conditions are being fulfilled. The partners shall permit on-site visits and reviews by the above mentioned agencies or their designee.

XI. Disputes

The parties shall first attempt to resolve any disputes informally. Any party shall call a meeting of the partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the local WDB who shall place the dispute upon the agenda of a regular or special meeting of the Board's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Finally, if the Executive Committee's resolution efforts fail, any party may file a grievance in accordance with agreed upon WIOA grievance procedures.

XII. Duration

This MOU shall remain in effect until terminated by the repeal of the WIOA P.L. 113-128, or otherwise by action of law.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 60-calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown within this MOU, and to the contact persons so listed, considering any information updates received by the parties.

MOU Guide

Should any one-stop partners withdraw, this MOU shall remain in effect with respect to the remaining Partners until a new MOU is executed or the end of the current federal program year (July through June).

The WDB reserves the right to terminate the participation of any partner upon 60-days notice if the partner's actions are inconsistent with the terms and conditions of this MOU.

This memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services. [WIOA 121].

XIII. Modification and Assignment

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. Any assignee shall also commit in writing to the terms of this MOU.

Such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.

MOU Guide

XIV. Signatures

By signatures hereto, the partner(s) attest to participation in the development of this MOU and will support and implement the provisions contained herein. I certify that I have read and understand the above information and agree to the terms outlined herein. By signing this document, I also certify that I have the legal authority to bind my agency to the terms of this MOU.

W. Marshall Faircloth

Printed Name	Signature	Date
Chairman, Board of Commissioners Cumberland County, Chief Elected Official		

Dina Simcox

Printed Name	Signature	Date
Cumberland County, Workforce Development Board Chair		

Tracy Jackson

Printed Name	Signature	Date
Interim Director WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs		

Elizabeth Crabill,
Chief Deputy Secretary

Printed Name	Signature	Date
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program Trade Adjustment Assistance (TAA) activities Jobs for Veterans State Grants (JVSG) programs State Unemployment Compensation Laws		

Norman Turner

Printed Name	Signature	Date
Director Title I Job Corps		

Not Applicable

Printed Name	Signature	Date
Title I Youth Build		

MOU Guide

Susan Oney

Printed Name	Signature	Date
Telamon		
Title I National Farmworkers Jobs Program (NFJP)		

Not Applicable

Printed Name	Signature	Date
Title I Native American Programs		

Dr. J. Larry Keen

Printed Name	Signature	Date
President, Fayetteville Technical Community College		
Adult education and literacy activities authorized under Title II		

Alma Price Taylor

Printed Name	Signature	Date
Regional Director, Central Region, Division of Vocational Rehabilitation		
North Carolina Dept of Health and Human Services		
Programs authorized under Title I of the Rehabilitation Act of 1973		

Amy Cannon

Printed Name	Signature	Date
Cumberland County Manager		
Activities authorized under Title V of the Older Americans Act of 1965		

Dr. J. Larry Keen

Printed Name	Signature	Date
President, Fayetteville Technical Community College		
Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006		

Cynthia Blot

Printed Name	Signature	Date
Economic & Community Development Director		
Employment and training activities carried out under the Community Services Block Grant Act		

MOU Guide

Amy Cannon

Printed Name	Signature	Date
Cumberland County Manager		
Employment and training activities carried out by the Department of Housing and Urban Development		

Michael Westray

Printed Name	Signature	Date
Regional Reentry Specialist		
Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169)		

Brenda Jackson

Printed Name	Signature	Date
Director, Dept of Social Services		
Temporary Assistance for Needy Families (TANF)		

Cumberland County NCWORKS Career Center Partner Infrastructure Funding Agreement (IFA)

I. Purpose

This Partner Infrastructure Funding Agreement (IFA) is entered by and between the Cumberland County Workforce Development Board and Cumberland County NCWorks Partners. This IFA provides information on the shared infrastructure cost and/or in-kind arrangements. All partners to this IFA recognize that infrastructure and other additional costs are applicable to all required partners, as outlined in Section 121(b)(1)(B) of WIOA, whether they are physically located in the NCWorks Career Center or not. Each partner's contribution to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received.

The sharing and allocations of infrastructure costs among NCWorks partners are governed by the Workforce Innovation and Opportunity Act (WIOA) Sec. 121(b), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance).

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the NCWorks Career Center, including: rental of the facilities, utilities and maintenance, equipment (including assessment related and assistive technology for individuals with disabilities), technology to facilitate access to the center, as well as many other infrastructure costs such as signage and supplies. NCWorks Career Center must share in additional costs which must include applicable career services and may include shared operating costs and shared services that are necessary for the general operation of the Career Center.

II. Cumberland County NCWorks System Infrastructure Budget

Total infrastructure costs for PY20 are \$353,633.96.

III. Cost Allocation Methodology

There is a two-tiered approach for determining infrastructure and additional cost for required WIOA Career Center partners using the Local Funding Mechanism (LFM). For Temporary Assistance for Needy Families (TANF), Community Services Block Grant (CSBG), Carl D. Perkins Career and Technical Education, Adult Education and Family Literacy Act (AEFLA) and Senior Community Service Employment (SCSEP) programs, the LFM method uses a funding percentage cap of 1.5% to determine the agency's proportionate share of infrastructure and additional costs. The 1.5% is then distributed to workforce boards based on workforce service criteria outlined by each agency. Title IV, Vocational Rehabilitation (VR) determines proportionate share based on the number of VR and adult ed. clients that received services in the previous program year and documented in NCWorks.

The LFM is used to negotiate appropriate contributions from each required partner that will be allocated to the Cumberland County Workforce Board as outlined below. The two-tiered approach methodology does not include Division of Workforce Solutions (DWS) administered programs or Workforce Development Board (WDB) administered programs. For all other required partners with state agencies, infrastructure contributions will be transferred to DWS as a lump sum based on the LFM for the said agency. Once DWS receives funding from the State

agency, DWS will distribute funding to the local area via the funding methodology set up for each State agency as outlined in the table below.

For required partners without a State agency, but which are federally funded, the LFM is used as well; however, this negotiation will vary per WDB and should be outlined in the table below. Not all federally funded required partners may administer programs in a WDB's Local Area. In that case, infrastructure cost sharing is not required.

For required partner programs administered by the DWS: Title III Wagner-Peyser Employment Services, Trade Adjustment Assistance (TAA), and Jobs for Veterans State Grants (JVSG), the cost sharing model is based on the grant employees' proportionate use of the NCWorks Career Center. DWS and WDB will pay a cost per employee housed in the center. The cost per employee will be based on the total infrastructure cost of the NCWorks Career Center, where applicable.

(Please do not delete any partners from the table. If not applicable, please write N/A)

WIOA Required Partners	Funding Methodology
WIOA Title I: Adult, Dislocated Worker, and Youth formula programs	Proportionate use – cost per employee
WIOA Title I: Job Corps	Local negotiations or N/A
WIOA Title I: YouthBuild	Local negotiation or N/A
WIOA Title I: Native American programs	Local negotiation or N/A
WIOA I: National Farmworker Jobs Program (NFJP)	Local negotiation or N/A
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program	Proportionate use – cost per employee
WIOA Title III: Trade Adjustment Assistance (TAA) activities	Proportionate use – cost per employee
Jobs for Veterans State Grants (JVSG) programs	
Senior Community Service Employment program (SCSEP)	Local negotiations or NA or State-run programs: The Division distributes 1.5% of the federal funding to local workforce boards that support those counties covered by the SCSEP grant awarded to NC DHHS-Div. of Aging and Adult Services proportionally to the number of employment slots that county received in the award.
Unemployment Compensation (UC) programs	Based on Title I Dislocated Worker formula
Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)	Local negotiation or N/A
WIOA Title II: Adult Education and Family Literacy Act (AEFLA) program	A calculated amount per participant served is allocated based upon the number of AEFLA participants receiving staff assisted services at a WDB within each provider's service area.
Carl D. Perkins Career and Technical Education programs	A calculated amount per participant served is allocated based upon the number of CTE participants receiving staff assisted services at a WDB within each provider's service area.
WIOA Title IV: Vocational Rehabilitation (VR) Services program	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Department of Housing and Urban Development Employment and Training programs	Local negotiation or N/A

Services for the Blind	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Community Services Block Grant (CSBG) programs	CSBG amount is based on 2017 survey of Community Action Agencies, the amount of awarded CSBG identified as being directed to employment screening was calculated. In aggregate, employment services accounted for 20% of the CSBG awards. 20% times the state maximum percent of 1.5% = amount to be awarded for infrastructure cost sharing. The amount for infrastructure cost sharing was allocated to counties/agencies based on each their allocation of CSBG funding.
Temporary Assistance for Needy Families (TANF) program	TANF Amount to distribute is determined by county(ies) coding (method of recording expenditures) to WFCBG for Employment Services in SFY 2016-17. The percentage of funding for each county of the total allocation of the TANF Work First County Block Grant (this funding provides dollars for Employment Services Funded with TANF) is applied to the coded expenditure amount.

For additional partners that are not required partners, funds are paid directly to the Local Area WDB based on the partner's proportionate use of the center as outlined in the table below.

(Insert table for additional partners as applicable)

IV. IFA Modifications

The partners recognize that modifications to the IFA may be necessary during the program year. Any authorized representative of a partner may make a written request for modification. In order to be valid, any modification to the IFA must be in writing, with a 30-day notice, signed, and sent to Peggy Aazam, Program Coordinator for Cumberland County Workforce Development. If the Cumberland County Workforce Development Board requests a modification, notice will be sent to the partner organization contact and address identified in section V. IFAs shall be reviewed by all partners at least **once per** year as part of the WDB's Local Plan MOU update process. (If partners are unable to reach a consensus and resolve issues related to infrastructure funding during the duration of the MOU, partner contribution defaults to the State Funding Mechanism limits).

V. Partner Infrastructure Contributions

For required partners that have a State agency, required infrastructure cost will be transferred to DWS. DWS will then distribute the funds to each WDB based on the methodology agreed on between the agency and the NC Director's Council.

Where DWS needs to contribute funds to a WDB, they will issue a funding authorization for the amount owed which will allow the WDB to draw down those funds as they are needed and will work with the DWS planning unit to generate the Notice of Funds Allocation (NFA) for the entire amount owed to that WDB. WDBs can draw the funds down as needed.

Where the WDB needs to contribute funds to DWS, DWS will issue an invoice, which will provide the required documentation and audit trail, to allow the WDB to draw down the funds and write a check to DWS. The local areas that owe DWS will be invoiced the amount owed and tracked for receipt by the DWS finance unit. (Please do not delete any of the partners from the table). If not applicable, please write N/A).

For partners cost sharing funds not distributed by the DWS, the Cumberland County Development Board will invoice Partner within 30 days of the signed MOU for infrastructure cost sharing effective July 1, 2020.

NCWorks Partner	Infrastructure Total Share \$352,924.96	Funded	In-kind	Payment	In-kind Description	Partner Contact (Name, Organization, Address, email and phone number)
WIOA Title I: Adult, Dislocated Worker, and Youth formula programs;	159,215.33	159,215.33		WDB		
WIOA Title I: Job Corps	0	0	0			
WIOA Title I: YouthBuild	N/A	N/A	N/A	N/A		
WIOA Title I: Native American programs	N/A	N/A	N/A	N/A		
WIOA Title I: National Farmworker Jobs Program (NFJP)	417.64	417.64		WBD		
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program	132,708.63	132,708.63		DWS		
WIOA Title III: Trade Adjustment Assistance (TAA) activities						
Jobs for Veterans State Grants (JVSG) programs						
Senior Community Service Employment program (SCSEP)	0	0	0			
Unemployment Compensation (UC) programs	31,039.00	31,309.00		DWS		
Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)	0	0	0			
WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs	517.00	517.00		DWS		
Carl D. Perkins Career and Technical Education programs	568.00	568.00		DWS		
WIOA Title IV: Vocational Rehabilitation (VR) Services program	21,948.00	21,948.00		DWS		
Department of Housing and Urban Development Employment and Training programs	N/A	N/A	N/A	N/A		
Community Services Block Grant (CSBG) programs	2,012.00	2,012.00		DWS		
Temporary Assistance for Needy Families (TANF) program	4,917.00	4,917.00		DWS		
(other agencies)	0	0	0			

VI. Term of Agreement

This Agreement will remain in effect from July 1, 2020 to June 30, 2021. It shall be reviewed by the parties as necessary or at least once per year as part of the WDB's Local Plan update.

VII. Signatures- *Note- Please note the status of any missing signatures (i.e., forthcoming, cannot obtain, refused to sign, etc.) and do not leave signature blocks blank.*

Elizabeth Crabill,
Chief Deputy Secretary

Printed Name	Signature	Date
Representing: WIOA Title III: Wagner-Peyser Act Employment Service (ES) program Trade Adjustment Assistance (TAA) activities Jobs for Veterans State Grants (JVSG) programs Unemployment Compensation (UC) programs		

Tracy Jackson

Printed Name	Signature	Date
Interim Director Representing: WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs		

Norman Turner

Printed Name	Signature	Date
Representing: WIOA Title I: Job Corps programs		

Not Applicable

Printed Name	Signature	Date
Representing: WIOA Title I: YouthBuild program		

Not Applicable

Printed Name	Signature	Date
Representing: WIOA Title I: Native American programs		

Susan Oney

Printed Name	Signature	Date
Telamon Representing WIOA Title I: National Farmworker Jobs Program (NFJP)		

Amy Cannon

Printed Name	Signature	Date
Cumberland County Manager Representing: Senior Community Service Employment program (SCSEP)		

Michael Westray

Printed Name	Signature	Date
Regional Reentry Specialist Representing: Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)		

Dr. J. Larry Keen

Printed Name	Signature	Date
President, Fayetteville Technical Community College		
Representing: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs		

Dr. J. Larry Keen

Printed Name	Signature	Date
President, Fayetteville Technical Community College		
Representing: Carl D. Perkins Career and Technical Education programs		

Alma Price Taylor

Printed Name	Signature	Date
Regional Director, Central Region, Division of Vocational Rehabilitation, North Carolina Dept of Health and Human Services		
Representing: WIOA Title IV: Vocational Rehabilitation (VR) Services program		

Not Applicable

Printed Name	Signature	Date
Representing: WIOA Title IV: Services for the Blind		

Amy Cannon

Printed Name	Signature	Date
Cumberland County Manager		
Representing: Department of Housing and Urban Development Employment and Training Programs		

Cynthia Blot

Printed Name	Signature	Date
Economic & Community Development Director		
Representing: Community Services Block Grant (CSBG) programs		

Brenda Jackson

Printed Name	Signature	Date
Director, Dept of Social Services		
Representing: Temporary Assistance for Needy Families (TANF) program		

Tracy Jackson

Printed Name	Signature	Date
Cumberland County Workforce Development Board Director (Interim)		

Other partners (add a signature line for each additional partner included)

Printed Name
(Partner program name)

Signature

Date

Workforce Innovation and Opportunity Act of 2014

July 1, 2020 – June 30, 2021 **Infrastructure Funding Agreement Signatory Page**

Cumberland County **Local Workforce Development Area Name**

We affirm that the Local Area Workforce Development Board (WDB) and the Chief Elected Official of the Local Area, in partnership, have developed and now submit this Local Infrastructure Funding Agreement in compliance with the provisions of the Workforce Innovation and Opportunity Act of 2014 and instructions issued by the Governor under authority of the Act.

September 30, 2020
Submission Date

Workforce Development Board
Chair

Chief Elected Official

Dina Simcox
Typed or Printed Name

W. Marshall Faircloth
Typed or Printed Name

Manager
Typed or Printed Title

Chair,
Cumberland County Board of Commissioners
Typed or Printed Title

Signature

Signature

Date

Date

North Carolina
WIOA One-Stop Required Partners
Memorandum of Understanding and Infrastructure Funding Agreement Designated Signatories

Required Partners (if applicable)	Memorandum of Understanding and Infrastructure Funding Agreement Designated Signatory
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program Trade Adjustment Assistance (TAA) activities Jobs for Veterans State Grants (JVSG) programs State Unemployment Compensation Laws	Elizabeth Crabill, Chief Deputy Secretary
WIOA Title I: Adult, Dislocated, and Youth Formula programs	Workforce Development Board Director
WIOA Title I, Job Corps	Designee
WIOA Title I, YouthBuild	Designee
WIOA Title I, Native American Programs	Designee
WIOA Title I, National Farmworkers Jobs (NFJP)	Designee
WIOA Title II, Adult Education and Literacy	Designee
WIOA Title IV, Vocational Rehabilitation Act of 1973	Vocational Rehabilitation Regional Director or Designee
Older Americans Act of 1965 (Title V)	Area Agency on Aging Designee
Carl D. Perkins Career and Technical Education Act of 2006	Administrator of Carl Perkins
Community Services Block Grant Act	Community Action Designee
Department of Housing and Urban Development	Housing Authority or Community Action Designee
Second Chance Act of 2007, (if applicable) Department of Justice	Second Chance Act Designee
Social Security Act (Title IV): Temporary Assistance for Needy Families (TANF)	Department of Social Services Director, Assistant Director or Designee
Other (if applicable)	Designee



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 9/4/2020

SUBJECT: PROPOSED CONTRACTS FOR TWO HAWK WORKFORCE SERVICES

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): RICK MOOREFIELD, COUNTY ATTORNEY AND TRACY JACKSON, ASST. COUNTY MANAGER/INTERIM WORKFORCE DIRECTOR

BACKGROUND

Two Hawk Workforce Services begin providing services at the Cumberland County NCWorks Career Center as of July 1, 2020 under two separate temporary authorization letters attached to this memo. The letters authorize Two Hawk to provide services through October 1, 2020 so that a final contract could be fully researched, developed, and negotiated. County Management, Legal and Finance have worked closely together to bring a set of comprehensive proposed contracts to the Board of Commissioners at its September 21, 2020 regular meeting.

The new contracts will include:

- More stringent financial and budgeting reporting requirements by adding more detailed categories to the contract budget and invoicing system to include a statement of balance remaining in each category
- Authorization for the County to assign its responsibilities to a third party such as a Council of Governments

Funding from State-allocated Workforce Innovation and Opportunity Act (WIOA) funds for the *Workforce Provider Services contract* are proposed as follows:

- Total for Program Services: \$2.2 million, with an up to 7% profit margin, consisting of
 - \$800,000 for Adult Services
 - \$50,000 for Finish Line Grant (FLG) Services
 - \$550,000 for Dislocated Worker Services
 - \$600,000 for Out-of-School-Youth (OSY) Services
 - \$200,000 for In-School-Youth (ISY) Services

Funding from State-allocated Workforce Innovation and Opportunity Act (WIOA) funds for the ***One-Stop Operator/Center Manager Services contract*** are proposed as follows:

- \$400,000 with an up to 5% profit margin

The new contracts will supersede and replace the current Letters of Authorization for both services.

RECOMMENDATION / PROPOSED ACTION

No action is requested at this time. Staff will continue negotiations with Two Hawk Workforce Services and bring forward proposed contracts for consideration and approval at the September 21, 2020 Board of Commissioners' Meeting.

ATTACHMENTS:

Description	Type
Letters of Authorization	Backup Material



CUMBERLAND COUNTY
WORKFORCE DEVELOPMENT BOARD

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

June 30, 2020

Two Hawk Workforce Services, LLC
c/o Mr. Sherwood Southerland, Project Director
118 W 5th Street
Lumberton, NC 28358

Dear Mr. Southerland:

The Cumberland County Board of Commissioners took action on May 18, 2020, approving Two Hawk Workforce Services as the successful proposer to provide WIOA Title I Youth, Adult, and Dislocated Worker program services, and One Stop Operator Services for the Cumberland County NCWorks Career Center in FY21, and further authorizing staff to negotiate a FY21 contract for these services with Two Hawk. Due to the timing of meetings of the Cumberland County Workforce Development Board (CCWDB) and the Board of Commissioners during the COVID 19 public health crisis, the final contracts cannot be approved before August.

In order to maintain continuous and efficient workforce development services in this particularly difficult employment market, the County, acting on behalf of the CCWDB, wishes to extend the contract between your company and Cumberland County dated June 17, 2017, for Services for the One-Stop Career Center Operations under Title I of the Workforce Innovation and Opportunity Act (WIOA) dated June 17, 2017, and as amended, between the County and your company which is designated, as amended. This extension shall be regarded as an interim contract for the period July 1, 2020, through September 30, 2020. It shall be subject to the same terms and conditions as the June 17, 2017, contract to the same extent as if every provision of that contract is incorporated herein by reference, except for the term of duration, the compensation, and the designation of your company shall be by its legal name, Two Hawk Workforce Services, LLC.

The compensation for the interim contract shall be \$100,000.

In addition, Two Hawk shall submit to a detailed report of all services provided and all costs incurred and expenditures made to provide the services on the second and last Friday of each month.

If the terms stated above are acceptable to Two Hawk, this letter will serve as an interim contract between Two Hawk and Cumberland County, acting on behalf of the CCWDB, for Two Hawk to provide the workforce development services in Cumberland County described herein within the budgeted amount of compensation stated herein until September 30, 2020. We shall negotiate a final contract for the remainder of FY21 to be in place no later than October 1, 2020.

We look forward to your providing a successful workforce development program.

Celebrating Our Past... Embracing Our Future

EASTOVER • FALCON • FAYETTEVILLE • GODWIN • HOPE MILLS • LINDEN • SPRING LAKE • STEDMAN • WADE

Equal Opportunity Employer/Program
Auxiliary aids and services are available upon request to individuals with disabilities

Sincerely,



Tracy Jackson

Assistant County Manager/Interim Director, Workforce Development

Approved for Cumberland County, acting on behalf of the CCWFDB



Amy Cannon, County Manager

Accepted by Two Hawk Workforce Services, LLC

 7/1/2020

Managing Member

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



Vicki Evans, Finance Officer

Approved for legal sufficiency



County Attorney



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

June 30, 2020

Two Hawk Workforce Services, LLC
c/o Mr. Sherwood Southerland, Project Director
118 W 5th Street
Lumberton, NC 28358

Dear Mr. Southerland:

As the details of the PY20/FY21 contract are finalized, we wanted to provide the budget through the first quarter of PY20/FY21 for WIOA Title I Program Services:

Program Services through the First Quarter of PY20/FY21 (September 30, 2020)	
Youth Budget (25% In-School/75% Out-of-School)	\$242,000
Adult Budget (Includes \$25,000 for FLG)	\$282,000
<u>DW Budget</u>	<u>\$162,000</u>
Total Program Services Budget:	\$686,000

Updates on the contract for WIOA Program Services and One Stop Operator Services will be forthcoming, however, based on the budgeted amounts listed above, Two Hawk Workforce Services is authorized to incur cost effective June 30, 2020 for the purposes of:

- Providing necessary services to implement and administer the workforce development programs funded through the federal Workforce Innovation and Opportunity Act as well as any other workforce development programs funded by any grant or any other agency, all under the direction and oversight of the Cumberland County Workforce Development Board (CCWDB). These programs will specifically cover unemployed or underemployed adults, veterans, dislocated workers, In-School Youth (ages 14 -21) and Out-of- School Youth (ages 16-24).
- Working closely with the North Carolina Division of Workforce Services (DWS) and shall comply with all DWS requirements for data entry through the NCWorks online data system and reporting.
- Compliance with the CCWDB's policies pertaining to the implementation and administration of the workforce development programs for which the CCWDB exercises oversight to include such reporting as requested by the staff of the CCWDB.
- Ensuring that all programs, functions or uses for which it authorizes the expenditure of any funds, qualify as eligible programs, functions or uses for which funds may be expended under any applicable federal, State or CCWDB requirement or policy.

Celebrating Our Past... Embracing Our Future

EASTOVER • FALCON • FAYETTEVILLE • GODWIN • HOPE MILLS • LINDEN • SPRING LAKE • STEDMAN • WADE

Equal Opportunity Employer/Program
Auxiliary aids and services are available upon request to individuals with disabilities

- Maintaining good working relationships with the local agencies it engages, by contract or otherwise, or with which it collaborates to provide workforce development services. Such local agencies shall include, without limitation, the Cumberland County Public School System, Fayetteville Technical Community College, Fayetteville State University, Cumberland County Department of Social Services, Cumberland County Public Library System, and Cumberland County Department of Veterans Services.

In addition, Two Hawk shall submit to a detailed report of all services provided and all costs incurred and expenditures made to provide the services on the second and last Friday of each month.

If the terms stated above are acceptable to Two Hawk, this letter will serve as an interim contract between Two Hawk and Cumberland County, acting on behalf of the CCWDB, for Two Hawk to provide workforce development services in Cumberland County within the budgeted amount for each program identified above until September 30, 2020. We shall negotiate a final contract for the remainder of FY21 to be in place no later than October 1, 2020.

We look forward to your providing a successful workforce development program.

Sincerely,



Tracy Jackson

Assistant County Manager/Interim Director, Workforce Development

Approved for Cumberland County, acting on behalf of the CCWFDB



Amy Cannon, County Manager

Accepted by Two Hawk Workforce Services, LLC

 7/1/2020


Managing Member

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



Vicki Evans, Finance Officer

Approved for legal sufficiency



County Attorney



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 8/28/2020

SUBJECT: NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY RATING SYSTEM (CRS) ANNUAL RECERTIFICATION PROGRESS REPORT

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): TRACY JACKSON, ASST. COUNTY MANAGER - ENVIRONMENTAL AND COMMUNITY SAFETY

BACKGROUND

Cumberland County participates in the National Flood Insurance Program's (NFIP) Community Rating System (CRS). The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. The County's participation allows those that are required to have flood insurance to receive discounted insurance premium rates. Cumberland County currently has a class rating of 8 which allows property owners to receive a 10% discount off their insurance premiums for policies within the Special Flood Hazard Area (SFHA).

As part of the County's annual recertification process, the Engineering & Infrastructure Department is required to provide an update on each action item related to floodplain management outlined within the Cumberland County Multi-Jurisdictional Hazard Mitigation Plan. Another requirement involves presenting this progress report to the governing board. The progress report is being provided as an attachment to this memo.

RECOMMENDATION / PROPOSED ACTION

Staff recommends that the report be placed on the September 21, 2020 Board of Commissioners'

Meeting agenda as a consent item.

ATTACHMENTS:

Description

2020 510 Progress Report

Type

Backup Material

Community Rating System
Activity 510 (Floodplain Management Planning)
Progress Report on Implementation of Credited Plan

Date this Report was Prepared: August 20, 2020

Name of Community: Cumberland County

Name of Plan: Cumberland–Hoke Regional Hazard Mitigation Plan

Date of Adoption of Plan: June 6, 2016

5 Year CRS Expiration Date: June 6, 2021

1. How can a copy of the original plan or area analysis report be obtained:

The plan is available on the County's Emergency Management webpage at:

<http://co.cumberland.nc.us/emergencyservices/emergency-management>

Once you are on the page, the Plan is the 2nd link under the paragraph description of Emergency Management.

2. Describe how this evaluation report was prepared and how it was submitted to the governing body, released to the media, and made available to the public:

Cumberland County partnered with Hoke County and was awarded a grant from the State to update their Hazard Mitigation Plan into one combined plan. The report was published on the County's website and at various locations around the County. Public hearings were held, and each jurisdiction's governing body adopted the plan upon completion.

3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:

Note: The six jurisdictions that the County provides implementation of their Floodplain Development Ordinance (Eastover, Godwin, Falcon, Wade, Linden & Stedman) do not have any additional action items related to SFHA that are not listed below.

The following action items are for Cumberland County and all jurisdictions.

Action #1: Maintain an all hazards public education program to educate and prepare residents for all of the hazards that impact Cumberland County.

- The Engineering & Infrastructure Department reviews the floodplain development, the SFHA and the CRS program at its Citizens Academy every year. We promote it on the website and at booths at fairs, festivals and special events. Our office has recently been contacted by a vendor who has mentioned the idea of a community outreach event in conjunction with the other jurisdictions within the County regarding flood vents. With Covid-19 restrictions on public meetings, we have postponed any guest speakers at this time.

Action #3: Conduct a countywide infrastructure vulnerability assessment to identify priority needs for updating ill-designed or outdated critical structures.

- The Engineering & Infrastructure Department works closely with Emergency Management to address any issues that are identified. Since plan adoption, we have added additional battery support for the UPS system that supports the 911 Call Center. Cumberland County purchased a facility last fall that will become the new home of our Emergency 911 Call Center and Emergency Management Department. Our office is in the process now of selecting an Architect and Construction Manager at Risk to develop renovation/expansion plans for this facility.

Action #5: Collaborate with NC Cooperative Extension and NC Agriculture and Forestry Adaptation Working Group to provide more local support and encouragement of forest conversation and farmland preservation measures.

- These efforts are taken by both groups as they are a part of the core functions of each of these agencies on a daily basis.

Action #8: Analyze and update local development ordinances to make buildings safer from wind and flooding, more energy and water efficient, more tolerant of heatwaves and healthier to live in. Also, provide incentives for making buildings safer from wind, flooding, more energy and water efficient and healthier to live in.

- Cumberland County was negatively impacted in October 2016 by significant flooding from Hurricane Matthew. Our Headquarters Library was damaged from flooding from Cross Creek. As a result, we have installed flood barriers in front of all exterior doors for the lower level to reduce the likelihood of future flooding events. This facility did not flood from Hurricane Florence in September 2018. Floodwaters from Cross Creek came up against the floor barriers, but floodwaters did not enter the facility. The Engineering & Infrastructure Department continues to identify and replace older building operation systems with newer energy efficient equipment as part of the Capital Improvement Plan on an annual basis. In addition, we have replaced exterior windows in several older facilities with new more energy efficient windows that should reduce energy costs moving forward.

Action #9: Use natural systems, more open space and green surfaces to manage stormwater in a more resilient fashion.

- Since adoption of the plan, Cumberland County has incorporated depressed landscaped islands in parking lots in an effort to reduce the amount of stormwater runoff as well as provide plants and trees in areas that did not have any prior to improvements. These efforts have continued within the past year as depressed bioretention areas have been created at the Agri-Expo parking lot as well as parking lots at the Crown Coliseum.

The following action items are for Cumberland County unincorporated areas.

Action #1: Restrict residential and non-compatible uses within the Special Flood Hazard Area.

- The County restricts the zoning of the special flood hazard area to Conservancy District (CD) which restricts residential and non-compatible uses.

Action #3: Develop a tree ordinance to address clear cutting.

- The County currently has not developed a tree ordinance to address clear cutting. The County has received grant funding from both Golden Leaf and the Division of Soil and Water to remove vegetative debris from natural stream water courses that got deposited from both Hurricane Matthew and Hurricane Florence.

Action #4: Develop a greenway program as a means to protect natural areas along the rivers, streams, creeks and drain ways.

- The County currently has a small stream standard where vegetation is required to remain undisturbed.

Action #5: Revise the Subdivision Ordinance requiring and additional access for emergency vehicles and to be used as an evacuation route for developments located near special flood hazard area.

- This provision has not been included as part of the Subdivision Ordinance at the current time. Funding of such requirements is the reason in which this provision has not been included within the ordinance.

4. Discuss why any objectives were not reached or why implementation is behind schedule:

These items have been discussed in the statements above.

5. What are the recommendations for new projects or revised recommendations?

Cumberland County will continue its efforts to educate the community on the SFHA and the efforts that have been outlined above.



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 8/28/2020

SUBJECT: WATER SERVICE UTILITY AGREEMENT WITH JFJ III INVESTMENTS, LLC, FOR DEER MEADOW SUBDIVISION

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): TRACY JACKSON, ASST. COUNTY MANAGER - ENVIRONMENTAL AND COMMUNITY SAFETY

BACKGROUND

The Public Utilities Division has received a request from JFJ III Investments LLC to connect a six-lot subdivision to the existing Southpoint water system located in the Gray's Creek Water and Sewer District. The project will consist of installation of approximately 464 feet of a 2-inch water line with six individual 1-inch domestic water services, with all costs being paid by JFJ III Investments LLC. The Utility Service Agreement is needed to set the guidelines between JFJ III Investments LLC and Gray's Creek Water and Sewer District, to ensure proper installation and connection to the system. Upon completion of construction of the water lines and written acceptance of the as-builts and certifications the said utility mains shall be the property of Gray's Creek Water and Sewer District and will be operated and maintained as part of the existing Southpoint water system.

The County Attorney has reviewed the attached Utility Service Agreement.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division and County Management recommend that the item be placed on the September 21, 2020 Board of Commissioners agenda and the Gray's Creek Water and Sewer District Governing Board

agenda as a consent item.

ATTACHMENTS:

Description

Proposed Utility Service Agreement

Type

Backup Material

**NORTH CAROLINA
CUMBERLAND COUNTY**

AGREEMENT FOR UTILITY SERVICE(S)

THIS AGREEMENT, made this _____ day of _____, 2020 by and between the Gray's Creek Water and Sewer District (hereinafter called "DISTRICT") and JFJ III Investments LLC (hereinafter called "APPLICANT")

WITNESSETH

WHEREAS, APPLICANT desires public utility services from DISTRICT as selected below.
(check all that apply)

_____ Water and/or Sewer Utility Extension

☒ Water Service

_____ Sewer Service

NOW THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree and contract as follows:

Article 1: Water and/or Sewer Utility Extension

As selected above, APPLICANT hereby requests installation of water and/or sanitary sewer utility services as described in Exhibit "I", Project Summary, and is subject to the following terms and conditions:

- A. APPLICANT will furnish all material, perform all labor, and pay all other costs not provided for herein to construct, by a contractor licensed to perform utilities construction in North Carolina, to DISTRICT rules currently in effect and approved by the Board of Commissioners of Cumberland County, all applicable local codes and ordinances, the current service provider and State regulations and laws for those utilities on the conditions precedent that 1) DISTRICT reserves the right to require a performance bond from APPLICANT (and/or his contractor) any time before or during construction of these utilities; and 2) APPLICANT will first obtain for and in the name of the DISTRICT deeds or easements of conveyance for all unencumbered rights-of-way necessary for said construction; and 3) APPLICANT shall obtain an encroachment agreement from NCDOT prior to any work commencing.
- B. Such construction shall be undertaken and completed as soon as practicable, and not later than six months from date of this agreement, unless delayed or prevented by acts of God, or other things beyond APPLICANT's control. In the event that construction will be longer than six months from date of this agreement, then DISTRICT reserves the right to amend this agreement.
- C. Connection to the DISTRICT's water and/or sanitary sewer system of buildings constructed after the date of this agreement on parcels of land that are subject to the County's Subdivision Ordinance shall be governed by the requirements of the County's Subdivision Ordinance.
- D. Upon satisfactory completion of construction of said water and/or sanitary sewer mains and written acceptance of such construction by DISTRICT, said utility mains shall be the property solely of the DISTRICT and the DISTRICT will maintain same after the one (1) year warranty set forth below has expired. To accurately value the assets being transferred, APPLICANT shall complete and submit a preliminary Statement of Project Cost Form attached as Exhibit "II" to DISTRICT at time of submittal and a final certified form at project completion.
- E. Warranty: APPLICANT shall warrant that the water and/or sanitary sewer utilities to be owned by the DISTRICT shall be free from any defects in materials and workmanship. APPLICANT also warrants that it shall be solely responsible for the repair of any damage caused by its agents or employees. Said warranties shall remain in full force and effect for a period of one (1) year from the date of final acceptance of the facilities by the DISTRICT. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, such repair and/or replacement shall be at APPLICANT's sole expense and the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the DISTRICT of those repairs and/or

replacements. If the DISTRICT must repair and/or replace said utilities during the warranty period due to response time requirements, the DISTRICT may bill the APPLICANT for work completed and APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.

- F. Water and/or sanitary sewer connections to structures along said utility mains from service laterals installed by APPLICANT will not be made nor will such service be activated until all work to be performed by APPLICANT has been satisfactorily completed and written acceptance of such work is given by the DISTRICT. Also, if a water main is extended pursuant to this agreement, it must be tested and sterilized by APPLICANT'S contractor before activation of any water service from said water main.
- G. Water and/or sanitary sewer service will be supplied to structures now or hereafter located along said utility mains in accordance with the DISTRICT's rules, regulations, and rate schedules applicable to such structures and currently in effect at the time of application for service. If all normal DISTRICT fees and charges for installation and activation of such services have been paid by applicants for said services, DISTRICT will thereafter use its best efforts to supply water to said structures at good operating pressure, but in no event shall DISTRICT be liable for failure to do so, it being understood that all such original operating fees, charges, rates, etc., are, solely at DISTRICT's discretion, subject to change by DISTRICT.
- H. Any replacements or adjustments in elevations and grades of those water and/or sanitary sewer service laterals, including water meters and boxes and sanitary sewer cleanout stacks, which were originally installed by APPLICANT'S contractor in accordance with approved plans by APPLICANT's engineer, shall be at APPLICANT's expense; and the determination of the DISTRICT that such replacements or adjustments are required shall be final and binding on APPLICANT.
- I. During construction of project, APPLICANT will be responsible and pay DISTRICT as invoiced for any and all damages to DISTRICT utilities and materials except when such damages are caused by DISTRICT forces. APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.
- J. APPLICANT'S contractor shall be responsible for complying with any and all statutes, rules, regulations or ordinances, which may be imposed by other governmental agencies (local, state and federal), which have jurisdiction. APPLICANT shall hold harmless, to the extent permitted by law, the DISTRICT against any claims, fines or civil penalties resulting from APPLICANT'S contractor failure to comply with said regulations.
- K. The Water and Sewer Utility Extension is further illustrated in Exhibit "III", Water and Sewer Utility Extension Map. APPLICANT may be responsible for costs (engineering, materials, design, etc.) associated with major design changes that deviate from Exhibit "II" and the attached map as identified in "III".

Article 2: General Terms and Conditions

SAFETY:

Safety in, on, or about the site is the sole and exclusive responsibility of the APPLICANT. The APPLICANT's means and method of work performance, superintendent of the APPLICANT's employees and sequencing of construction are also sole and exclusive responsibilities of the APPLICANT.

APPLICANT shall be responsible for the safety of any person, including but not limited to, any worker, DISTRICT's Representative and/or DISTRICT's Representative's Representative, Owner and/or Owner's Representative, citizen, etc. on the site of the work at all times during the prosecution of the work, regardless of whether the individual is an employee of the APPLICANT or Contractor or Sub-Contractor. The APPLICANT is responsible for compliance with the rules, regulations and interpretations of the North Carolina Department of Labor relating to "North Carolina Occupational Safety and Health Standards (OSHA) for the Construction Industry" (Title 29 CFR Part 1926 and 29 CFR Part 1919 as adopted by 13 NCAC 7C.0101) and revisions as adopted by GS95-126 through 155 and additionally with normal industry safety practices or standards.

DISTRICT shall have the right to inspect the work for pay application compliance and compliance with DISTRICT standards and specifications but is not required to do so. DISTRICT shall further have the right to monitor the progress of the work but no such inspection shall relieve APPLICANT of any duty or obligation it might have under the terms of this contract and agreement. Nothing in this agreement shall relieve the APPLICANT of any duty or obligation to direct the means and methods of the work.

INDEMNIFICATION:

APPLICANT agrees to indemnify and hold the DISTRICT, its servants, agents, and employees harmless from and against all liabilities, claims, demands, suits, losses, damages, costs, and expenses (including attorney's fees) for bodily injury to or death of any person, or damage to or destruction of any property proximately caused by the negligence of APPLICANT or any person for whom APPLICANT is legally responsible during the performance of services relative to this Agreement.

INDEPENDENT CONTRACTOR:

APPLICANT is an independent contractor and shall undertake performance of the services relative to this Agreement as an independent contractor. APPLICANT shall be wholly responsible for the methods, means, and techniques of performance. DISTRICT shall have no rights to supervise methods and techniques of performance employed by APPLICANT, but DISTRICT shall have the right to observe such performance.

COMPLIANCE WITH LAWS:

APPLICANT agrees that in performing services relative to this Agreement to comply with all applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. APPLICANT shall be responsible for procuring all permits, certificates, and licenses necessary to allow APPLICANT to perform services relative to this Agreement.

NOTICE:

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

APPLICANT: JFJ III Investments LLC
Attention: Franklin Johnson
231 Fairway Drive
Fayetteville, NC 28305

DISTRICT: County of Cumberland
Attention: Gray's Creek Water and Sewer District
P.O. Box 1829
Fayetteville, NC 28302

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of APPLICANT and DISTRICT.

GOVERNING LAW:

This Agreement shall be governed by the laws of the State of North Carolina.

BREACH:

APPLICANT'S failure to observe or perform any of the terms, warranties, conditions, requirements, or provisions of this Agreement shall constitute a breach of this Agreement by APPLICANT. In the event of a breach of this Agreement by APPLICANT, DISTRICT, due to such breach, shall have the right to terminate this Agreement upon which DISTRICT shall have no further obligation to perform under this Agreement and APPLICANT shall have no right to perform any further work under this Agreement.

In the event of breach of this Agreement by APPLICANT and termination of this Agreement by DISTRICT, APPLICANT hereby agrees to reimburse DISTRICT for all expenditures made in relation to, and in furtherance of, this Agreement.

NONWAIVER OF BREACH:

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and, for any such breach or non-performance, each party shall be relegated to such remedies as provided by law.

SEVERABILITY:

The invalidity, illegality, or unenforceability of any portion or provision of this Agreement shall in no way affect the validity, legality, and/or enforceability of any other portion or provision of this Agreement. If any provision of this Agreement is held invalid, illegal or unenforceable, then such provision shall be modified to the mutual satisfaction and agreement of all parties to reflect the parties' intention. In the event the parties cannot reach an agreement as to a modification of said provision, any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable. Provided, however, this section shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement which is of the essence of or a material part of, this Agreement shall be void.

ASSIGNMENT:

APPLICANT shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of DISTRICT. Nothing contained in this paragraph shall prevent DISTRICT from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist APPLICANT in the performance of services rendered.

BENEFITS LIMITED TO PARTIES:

Nothing herein shall be construed to give any right or benefits hereunder to anyone other than DISTRICT and APPLICANT.

IN WITNESS WHEREOF, the parties hereto through their duly authorized officers has executed this instrument as to the date and year first above written.

JFJ III Investments LLC

BY: Franklin Johnson
Franklin Johnson, managing member

WITNESS:

George M. Rose
Name, Title
GEORGE M. ROSE, AGENT

Gray's Creek WATER & SEWER DISTRICT

BY: _____
W. Marshall Faircloth, Chairman

WITNESS:

Candice White, Clerk to the Board

APPROVED for Legal Sufficiency
Gray's Creek Water & Sewer District

Rick L. Moorefield, County Attorney
Attorney for Gray's Creek

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

Vicki Evans, Finance Director
Finance Officer for Gray's Creek

***Exhibit “I” Project
Summary***

Project: Deer Meadow Subdivision

Engineer: George M. Rose, P.E.

Developer: JFJ III Investments, LLC

PIN: 0339-09-1659

Asset Summary

2-inch water line with 6 individual 1-inch domestic water services.

Project Highlights

Project description/location goes here.

6 lot single family subdivision with public water and septic systems.
Located on Chicken Foot Road (SR 2252) approximately one mile
north of the Cumberland/Bladen County line.

EXHIBIT "II"
STATEMENT OF TOTAL PROJECT COST

Developer/Applicant JFJ III INVESTMENTS LLC Contractor Hoke Co. SAND COMPANY
Project Name/Loc DEER MEADOW Pipe Supplier MAINLINE
Completion Date 8/30/20 Engineer GEORGE M. POKE

WATER

464 feet of 2 inch water main
____ feet of ____ inch water main
____ feet of ____ inch water main
6 - 1 inch domestic water lateral(s)
Total water distribution* \$ 15,160
Mains greater than 12"
____ feet of ____ inch water main
____ feet of ____ inch water main
Total water transmission* \$ _____

SEWER

____ feet of ____ inch sewer mains
____ feet of ____ inch sewer mains
____ - ____ inch sewer laterals
Total sanitary sewer collection* \$ _____
Mains greater than 12"
____ feet of ____ inch sewer main
____ feet of ____ inch sewer main
Total sanitary sewer outfalls & interceptors* \$ _____
____ feet of ____ inch sewer force mains \$ _____
- ____ lift station (s) \$ _____

OFF-Site

____ feet of ____ inch water mains* \$ _____
____ feet of ____ inch sewer mains* \$ _____

*Value to include equipment, labor & materials (valves, fittings, fire mains & hydrants, manholes, etc.)

Other Project Costs:

Engineering

1500

10 * Percentage of Project Cost

Other (list detail)

Total project cost

\$ 16,660

Comments:

I certify to my actual knowledge that the information provided herein is true and accurate cost for the project named above.

Signature*

J. Seville Jurett III

Date

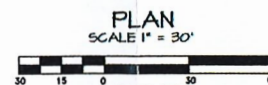
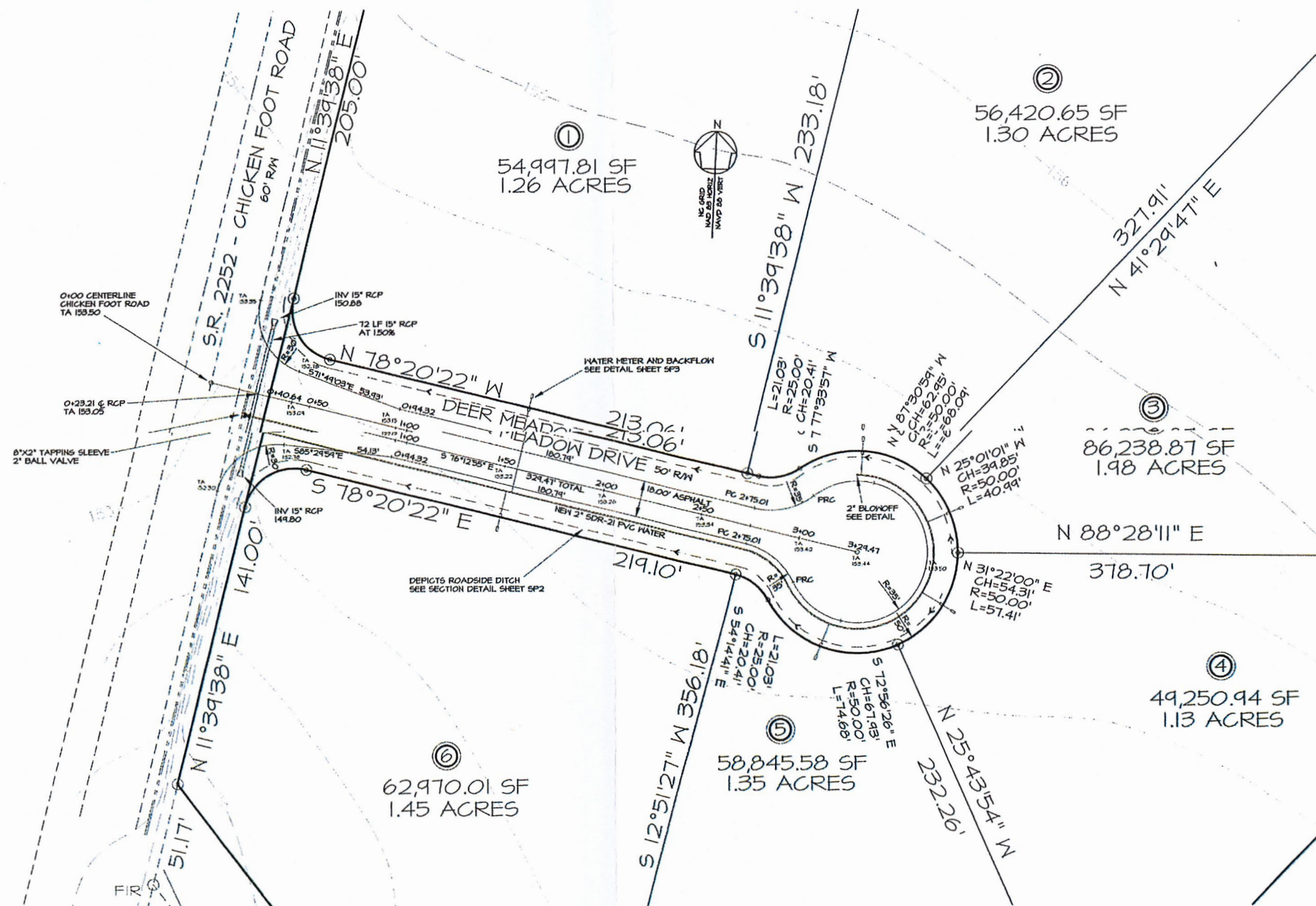
5-6-20

* Signature of Legal Authorized Representative of the "Applicant" as identified in the Agreement with District

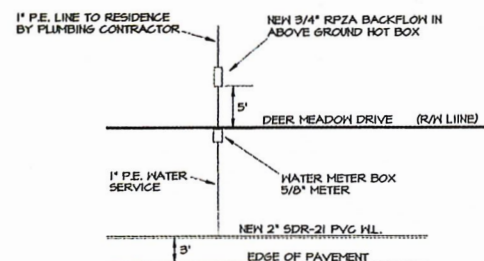
Attach all supporting documents such as final contractor's invoice, material invoices/receipts, engineer's invoice(s), if available.



EXHIBIT III

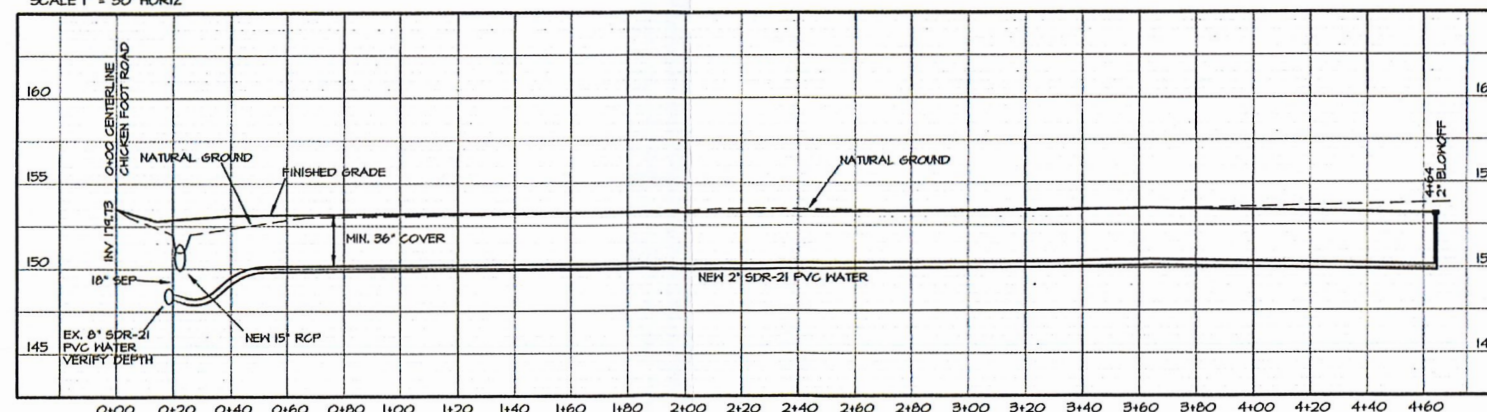


NOTE: NO LANDSCAPING PROPOSED IN THIS AREA. ANY ADDITIONAL LANDSCAPING PROPOSED MUST BE APPROVED BY CUMBERLAND COUNTY PRIOR TO CONSTRUCTION.



NEW WATER SERVICES AND BACKFLOWS
SCALE 1" = 10'

STREET PROFILE
SCALE 1" = 5' VERT
SCALE 1" = 30' HORIZ



REVISIONS

GEORGE M. ROSE, P.E.
P.O. BOX 53441
FAYETTEVILLE, NC 28305

910-977-5822 FAX 910-485-5823 EMAIL grose9295@gmail.com

DEER MEADOW SUBDIVISION
CUMBERLAND COUNTY, NC
CHICKEN FOOT ROAD

STREET PLAN AND PROFILE

DATE: APR 2020

DRAWN BY: GMR

CHECKED: GMR

SCALE: NOTED

SHEET NO.

SP3



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 9/2/2020

SUBJECT: LEGAL ISSUES WITH THE HEADQUARTERS LIBRARY PARKING LOT REPAIR

Requested by: BOARD OF COMMISSIONERS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The Headquarters Library parking lot continues to deteriorate due to the failing stormwater drain. It must be fixed. The County was not able to get FEMA funds to repair the failing line because we could not establish ownership of it by any documentation and it was regarded by FEMA as part of the City's stormwater drainage system. The City has maintained its position that it is not responsible for the failing drainpipe because no record exists of the City having installed, regularly maintained, removed or replaced the stormwater pipe; nor is there any record of documentation that establishes that the City obtained or exclusively used an easement to exercise control over the pipe. No record of who installed the drainage pipe has been found.

Under North Carolina law, a city becomes responsible for a drain constructed by third persons when, and only when, the city has adopted it as part of its drainage system. Accordingly, there is no municipal responsibility for maintenance and upkeep of drains constructed by third persons for their own convenience and the better enjoyment of their property unless the drain be accepted or controlled in some legal manner by the municipality.

Although there is no record of who installed the drainpipe, this pipe and the catch basins connected to it only prevent flooding in Maiden Lane. The County engaged the engineering firm of Moorman, Kizer and Reitzel to analyze the parking lot drainage system and to particularly determine the impact of plugging the failing drainpipe. The map of the flooding that would occur with a 10-year storm if the failing drainpipe is plugged is attached as the "Street Flooding Map." Based on this analysis, it appears this system was designed and

installed only to prevent the flow of water into Maiden Lane and to drain Maiden Lane. The Library Parking Lot has its own surface-water drainage system consisting of two catch basins in the back curb with each connected to short drainpipes directly to Cross Creek. The Library Parking Lot is not benefited by the separate system draining Maiden Lane. These facts do not show that a former private owner of the library parcel built this system for the convenience and better enjoyment of their property. The City's position in this matter ignores both that fact and assumes that an unknown private owner installed three catch basins in Maiden Lane without any agreement with the City.

Jeffery Brown obtained the following documents relevant to the issue of whether the City has exercised control over this drainpipe to have incorporated it into its drainage system as follows:

1. There is a June 1982 City of Fayetteville and PWC Engineering Drawing for the Maiden Lane Extension. This project was a significant widening of Maiden Lane in the area adjoining the library property. That drawing shows there were two drainpipes on the library property at that time. The one that is now failing was only connected with one 15" pipe to three catch basins in the southern side of Maiden Lane. The City completely redesigned that system by adding a catch basin in the City-owned parking lot, adding another in Maiden Lane, and removing two existing catch basins in Maiden Lane. The City further added an 18' line to the system connected to two new catch basins in Maiden Lane and one new catch basin in the City-leased parking lot. The other line on the library property was marked to be plugged by the City with the catch basins it was connected to being connected to new drain lines. It is unknown when this work was completed.
2. The County's July 1984 Site Plan and Roof Plan for the Headquarters Library shows the abandoned 18" storm drain on the western side of the property to be removed and shows the 15" storm drain to remain. It shows the 15" pipe to be connected to only three catch basins in Maiden Lane. It is unknown if the catch basins in the City's parking lots had not been installed at that time or whether they just were not shown for this site plan.
3. Jeffery Brown reports that sometime in the late 1990s, the State required all municipalities over 100,000 in population to inventory and map their storm drainage systems. He is familiar with that mapping system. He obtained the attached GIS map of the failing drainpipe from the City Engineer on September 26, 2018. The City Engineer referenced the map as the Interactive Hydrology Analysis Map that allows you to see the drainage inventory within the City limits as available.

The County certainly has the option to assume responsibility for the drainpipe, replace it and repair the parking lot at its own cost; but under these circumstances, it is the opinion of the county attorney that whether or not it can be shown who installed the failing drainpipe, the City's actions of adding additional catch basins to the line with an 18" pipe and plugging another drainpipe on the property at the time it widened Maiden Lane constituted the City's exercising control of this drainage system and adopting it into the City's stormwater drainage system for Maiden Lane. However, the ultimate determination of the City's liability for this failing drainpipe must be through litigation.

The only way the Board can obtain a resolution of this issue before paying for the project is to file suit against the City to seek abatement of the nuisance and pay for the damage caused by the City's failure to maintain the drainpipe and allowing it to continue in its present state of disrepair. With the prospect of appeals, that litigation would likely go on for more than two years.

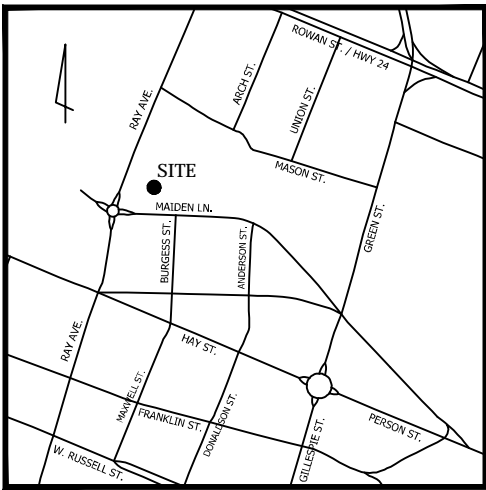
To get started on the parking lot repairs immediately, the County can put the City on notice of the intent to plug the line and repair the parking lot with the expectation that the City will file a suit against the County; or put the City on notice of the intent to replace the line and repair the parking lot and file suit against the City for the cost of the replacement and repair.

RECOMMENDATION / PROPOSED ACTION

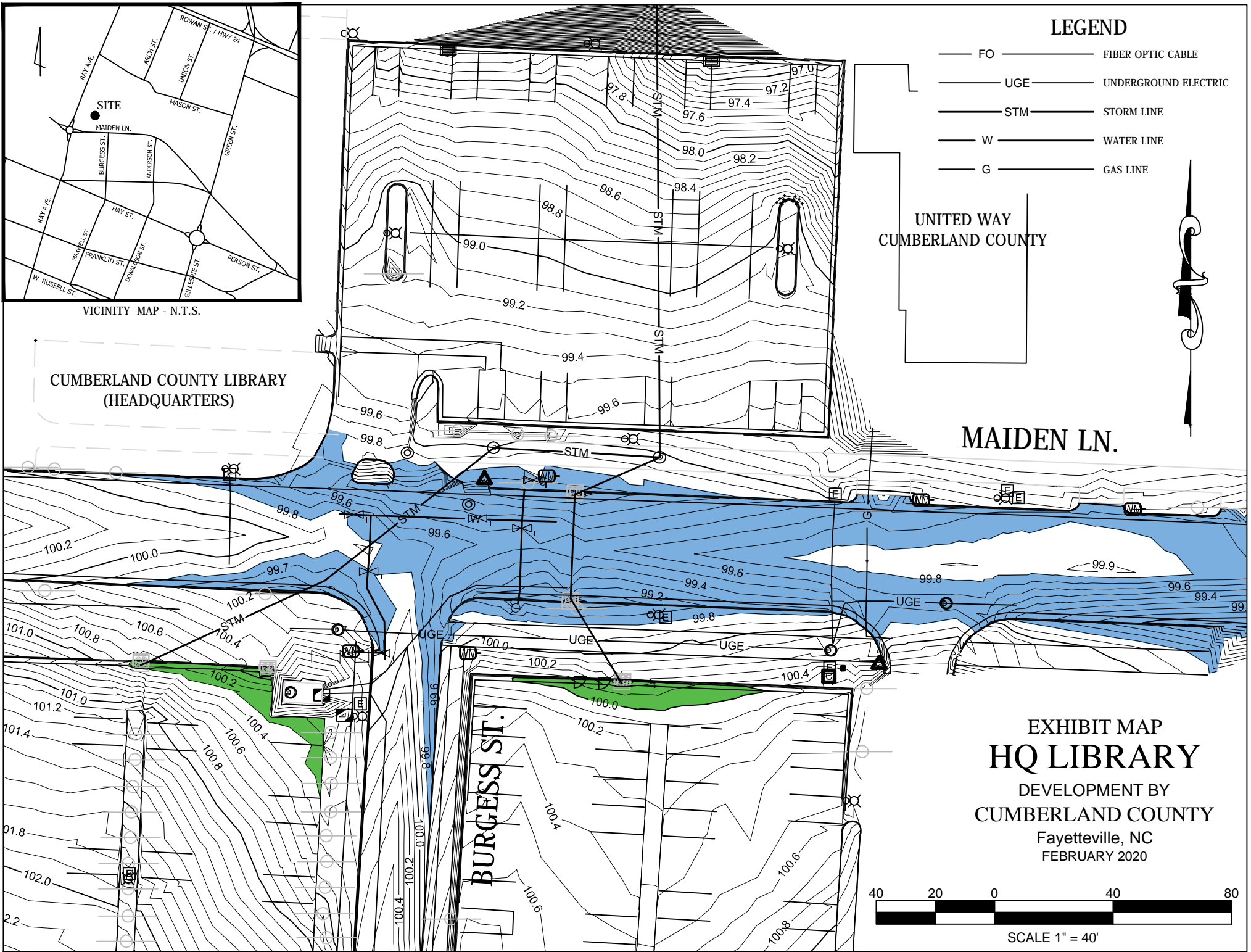
County attorney requests direction from the Board as to which option it prefers.

ATTACHMENTS:

Description	Type
Street Flooding Analysis	Backup Material
City Stormwater Inventory	Backup Material



VICINITY MAP - N.T.S.



LEGEND

- FO FIBER OPTIC CABLE
- UGE UNDERGROUND ELECTRIC
- STM STORM LINE
- W WATER LINE
- G GAS LINE

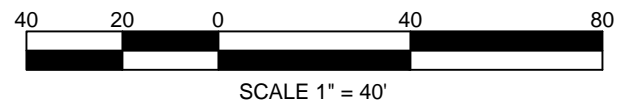
UNITED WAY
CUMBERLAND COUNTY

MAIDEN LN.

CUMBERLAND COUNTY LIBRARY
(HEADQUARTERS)

BURGESS ST.

EXHIBIT MAP
HQ LIBRARY
DEVELOPMENT BY
CUMBERLAND COUNTY
Fayetteville, NC
FEBRUARY 2020







OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE T. HOLDER, DEPUTY COUNTY MANAGER

DATE: 9/1/2020

SUBJECT: JUVENILE CRIME PREVENTION COUNCIL REQUEST TO REMOVE ONE AT-LARGE POSITION

Requested by: DUANE T. HOLDER, DEPUTY COUNTY MANAGER

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

BACKGROUND

The Juvenile Crime Prevention Council (JCPC) has had several meetings over the course of the year where a quorum could not be achieved. The JCPC membership is currently comprised of 24 members and a quorum requirement is 13 members in attendance, which has been difficult to attain.

The Board of Commissioners are allowed to appoint up to seven (7) At-Large positions and has the authority to modify membership as necessary.

In order to assist the JCPC in obtaining enough members to facilitate the work of the Council, the JCPC Council met on August 12, 2020 and approved removing one (1) of the vacant At-Large positions on the Council in order to assist the JCPC in obtaining quorums for their meetings. This change would bring the At-Large Commissioner Appointments to four (4) instead of seven (7) and would change the membership to 23 members, requiring only 12 council members to attain a quorum. The JCPC will remain in compliance with NCGS 143B-846 regarding membership, a copy of which is attached for your review.

RECOMMENDATION / PROPOSED ACTION

The Juvenile Crime Prevention Council respectfully requests that this item be placed on the September 21, 2020 Board of Commissioners Consent Agenda for approval to remove one vacant At-Large position in order

to assist in obtaining a quorum for the JCPC meetings.

ATTACHMENTS:

Description

JCPC Bylaws - NCGS 143B-846, JCPC Creation, Method of Appointment,
Membership

Type

Backup Material

§ 143B-846. Creation; method of appointment; membership; chair and vice-chair.

(a) As a prerequisite for a county receiving funding for juvenile court services and delinquency prevention programs, the board of commissioners of a county shall appoint a Juvenile Crime Prevention Council. Each County Council is a continuation of the corresponding Council created under G.S. 147-33.61. The County Council shall consist of not more than 26 members and should include, if possible, the following:

- (1) The local school superintendent, or that person's designee;
- (2) A chief of police in the county;
- (3) The local sheriff, or that person's designee;
- (4) The district attorney, or that person's designee;
- (5) The chief court counselor, or that person's designee;
- (6) The director of the area mental health, developmental disabilities, and substance abuse authority, or that person's designee;
- (7) The director of the county department of social services, or consolidated human services agency, or that person's designee;
- (8) The county manager, or that person's designee;
- (9) A substance abuse professional;
- (10) A member of the faith community;
- (11) A county commissioner;
- (12) Two persons under the age of 18 years, one of whom is a member of the State Youth Council;
- (13) A juvenile defense attorney;
- (14) The chief district court judge, or a judge designated by the chief district court judge;
- (15) A member of the business community;
- (16) The local health director, or that person's designee;
- (17) A representative from the United Way or other nonprofit agency;
- (18) A representative of a local parks and recreation program; and
- (19) Up to seven members of the public to be appointed by the board of commissioners of a county.

The board of commissioners of a county shall modify the County Council's membership as necessary to ensure that the members reflect the racial and socioeconomic diversity of the community and to minimize potential conflicts of interest by members.

(b) Two or more counties may establish a multicounty Juvenile Crime Prevention Council under subsection (a) of this section. The membership shall be representative of each participating county.

(c) The members of the County Council shall elect annually the chair and vice-chair. (1998-202, s. 1(b); 2000-137, s. 1(b); 2001-199, s. 1; 2011-145, s. 19.1(t).)



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 9/3/2020

SUBJECT: FUNDING CONSIDERATIONS RESULTING FROM AVAILABILITY OF CORONAVIRUS RELIEF FUNDS (CRF)

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): AMY H. CANNON, COUNTY MANAGER

BACKGROUND

Pursuant to discussion at the Board of Commissioners' regular meeting on September 8, 2020, staff will discuss funding considerations resulting from the availability of CRF funds with the Board. Staff have worked very diligently with all departments throughout the County to identify COVID-related response needs. Since the initial notification of CRF funding an internal work group has met more than 15 times during the last 4 months to try to interpret federal and state rules, identify current and future internal departmental needs, facilitate funding to municipalities and ensure accurate accounting and reporting to the North Carolina Pandemic Recovery Office.

Attached is a general summary of total County CRF funds, previously reported expenditures, municipal appropriations, internal requests from departments and the net funding available for other considerations.

ATTACHMENTS:

Description	Type
Funding Considerations Summary	Backup Material

Cumberland County
Funding Considerations Resulting From Availability of CRF Funding

Total County appropriation	\$ 12,220,383
Actual County expenses previously reported	(869,898)
Municipalities' appropriation	<u>(3,055,096)</u>
Freed up capacity from CRF funds	8,295,389
Internal requests from departments	
Public Health COVID Response	(1,300,000)
Virtual Learning Centers (Employees)	(20,000)
Protective Barriers	(32,030)
Office/Workspace Modifications	(693,929)
Other Expenses	(296,835)
Technology	<u>(2,538,847)</u>
Sub-Total internal requests	<u>(4,881,641)</u>
Net available capacity	\$ 3,413,748



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 9/3/2020

**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 SEPTEMBER 10, 2020
BOARD OF COMMISSIONERS' AGENDA SESSION

Status as of August 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 providing construction administration services and completing the construction document phase to include submitting documents to City of Fayetteville Technical Review Committee and Engineering Review Committee for final review process; and
- A letter (dated July 28, 2020) 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



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 9/1/2020

SUBJECT: PRELIMINARY FY2020 FINANCIAL REPORT JUNE YEAR-TO-DATE

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): NA

BACKGROUND

The financial report is included which shows preliminary results of the general fund for fiscal year 2020, June year-to-date (unaudited). Additional detail has been provided on a separate page explaining percentages that may appear inconsistent with year-to-date expectations. A chart is shown below to show comparative results of three specific revenue sources that were projected to be most impacted by COVID-19.

Category of Tax Revenue	FY20 YTD Actual	FY20 YTD Actual v. FY20 Budget			FY20 YTD Actual v. FY20 Projected*			FY20 YTD Actual v. FY19 Actual		
		FY20 Budget	\$ Variance	% Variance	FY20 Projected	\$ Variance	% Variance	FY19 Actual	\$ Variance	% Variance
Sales**	\$ 42,219,929	\$ 43,327,484	\$ (1,107,555)	-3%	\$ 41,412,491	\$ 807,438	2%	\$ 45,124,463	\$ (2,904,534)	-7%
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 11 of 12 months of collections.

RECOMMENDATION / PROPOSED ACTION

No action needed. For discussion purposes only.

ATTACHMENTS:

Description

FY2020 June YTD preliminary financial report

Type

Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY18-19 AUDITED	FY19-20 ADOPTED BUDGET	FY19-20 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF June 30, 2020	PERCENT OF 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	42,219,929	97.4%	(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	44,819,363	99.7%	
Unrestricted & Restricted Intergovernmental Revenues	59,774,565	62,157,523	65,279,765	58,351,367	89.4%	
Charges for Services	14,213,771	13,255,898	13,710,334	14,302,386	104.3%	
Other Sources (includes Transfers In)	3,880,475	2,668,738	2,810,085	3,010,284	107.1%	
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	7,022,340	105.1%	
Total Revenue	\$ 317,846,236	\$ 315,287,187	\$ 319,005,212	\$ 314,001,881	98.4%	
Fund Balance Appropriation		8,667,646	25,096,006	-	0.0%	
Total Funding Sources	\$ 317,846,236	\$ 323,954,833	\$ 344,101,218	\$ 314,001,881	91.3%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	YTD ACTUAL					PERCENT OF BUDGET TO DATE	**
	FY18-19 AUDITED	FY19-20 ADOPTED BUDGET	FY19-20 REVISED BUDGET	(unaudited) AS OF June 30, 2020			
Governing Body	\$ 610,121	\$ 662,458	\$ 662,458	\$ 612,701		92.5%	
Administration	1,448,887	1,837,782	1,837,782	1,682,344		91.5%	
Public Affairs/Education	455,570	847,376	863,546	661,051		76.6%	
Human Resources	893,308	1,169,176	1,169,176	1,009,127		86.3%	
Print, Mail, and Design	719,586	775,255	775,255	643,315		83.0%	
Court Facilities	121,286	203,470	211,970	114,371		54.0%	(1)
Facilities Maintenance	808,708	1,102,362	1,372,637	967,335		70.5%	(2)
Landscaping & Grounds	622,743	724,187	724,187	690,228		95.3%	
Carpentry	152,063	230,045	246,490	211,909		86.0%	
Facilities Management	1,172,046	1,435,808	1,538,244	1,259,322		81.9%	
Public Buildings Janitorial	680,038	857,847	959,319	784,441		81.8%	
Central Maintenance	881,695	706,587	773,015	596,321		77.1%	
Information Services	4,455,373	4,812,492	7,057,366	5,552,861		78.7%	
Board of Elections	1,618,420	2,022,011	2,022,011	1,400,350		69.3%	(3)
Finance	1,175,657	1,412,532	1,412,532	1,299,306		92.0%	
Legal	705,449	873,883	873,883	631,924		72.3%	(4)
Register of Deeds	2,095,487	2,462,240	3,137,006	2,435,629		77.6%	
Tax	5,550,502	5,913,536	5,941,085	5,625,151		94.7%	
General Government Other	3,295,143	4,126,674	4,766,478	2,976,599		62.4%	(5)
Sheriff	48,326,988	54,114,179	55,293,898	48,610,275		87.9%	
Emergency Services	3,337,827	3,806,111	4,339,202	3,655,978		84.3%	
Criminal Justice Pretrial	491,622	587,684	587,684	563,626		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	3,283,990		87.8%	
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,070,647	1,554,236	1,554,236	1,062,545		68.4%	(6)
Health	22,490,684	23,325,572	24,328,885	21,068,566		86.6%	
Mental Health	5,290,783	5,468,948	5,630,923	5,316,990		94.4%	
Social Services	56,140,773	62,535,270	63,596,865	56,773,325		89.3%	
Veteran Services	369,584	454,308	454,308	426,127		93.8%	
Child Support	4,805,597	5,412,018	5,412,018	4,929,306		91.1%	
Spring Lake Resource Administration	30,226	34,542	34,542	29,503		85.4%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	FY18-19 AUDITED	FY19-20 ADOPTED BUDGET	FY19-20 REVISED BUDGET	YTD ACTUAL	PERCENT OF BUDGET TO DATE	**
				(unaudited) AS OF June 30, 2020		
Library	10,215,040	10,739,461	10,956,696	10,168,163	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	2,711,212	81.1%	
Engineering	1,113,724	699,048	1,081,606	978,925	90.5%	
Cooperative Extension	602,184	773,148	773,148	558,569	72.2%	(8)
Location Services	176,925	211,911	211,911	192,232	90.7%	
Soil Conservation	194,174	145,291	608,174	183,212	30.1%	(9)
Public Utilities	83,287	88,106	88,106	85,110	96.6%	
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	30,131,528	98.6%	
TOTAL	\$ 316,793,829	\$ 323,954,833	\$ 344,101,218	\$ 313,678,513	91.2%	

Expenditures by Category	FY17-18 UNAUDITED	FY19-20 ADOPTED BUDGET	FY19-20 REVISED BUDGET	YTD ACTUAL	PERCENT OF BUDGET TO DATE
				(unaudited) AS OF June 30, 2020	
Personnel Expenditures	\$ 128,499,408	\$ 145,632,904	\$ 146,341,793	\$ 131,852,636	90.1%
Operating Expenditures	151,804,878	156,762,673	164,395,705	149,932,988	91.2%
Capital Outlay	2,248,067	1,656,515	2,818,183	1,761,361	62.5%
Transfers To Other Funds	34,241,477	19,902,741	30,545,537	30,131,528	98.6%
TOTAL	\$ 316,793,829	\$ 323,954,833	\$ 344,101,218	\$ 313,678,513	91.2%

COUNTY OF CUMBERLAND

Fiscal Year 2020 - June Year-to-Date Actuals (Report Run Date: September 1, 2020)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 100.7%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 102.0%** - YTD Actual reflects 11 months of collections.
- (3) **Sales Tax 97.4%** - YTD Actual reflects 11 month of collections.

General Fund Expenditures

**

- (1) **Court Facilities 54.0%** - Various capital improvement and maintenance and repair costs were conservatively budgeted but not utilized during the year.
- (2) **Facilities Maintenance 70.5%** - Various capital improvement and maintenance and repair costs were conservatively budgeted but not utilized during the year.
- (3) **Board of Elections 69.3%** - Municipal election expenses were conservatively budgeted but not utilized during the year. Capital outlay budgeted at \$294K was not purchased during the year.
- (4) **Legal - 72.3%** - Personnel costs are low as a result of multiple vacancies in the department.
- (5) **General Government Other 62.4%** - The expenditures are in line with past fiscal year trends.
- (6) **Public Safety Other 68.4%** - The NC Youth Detention Subsidy actual cost was significantly less than budgeted.
- (7) **Stadium Maintenance 14.0%** - Swampdogs last submitted a telephone reimbursement request for the month of August 2019. The final cost for the year is reflected.
- (8) **Cooperative Extension 72.2%** - Personnel costs are low caused by vacancies within the department.
- (9) **Soil Conservation 30.1%** - Approximately \$415K in NC Disaster Recovery Act 2018 funds remain unexpended and will be carried forward.
- (10) **Industrial Park 65.0%** - Maintenance costs were conservatively budgeted but not utilized during the year.
- (11) **Water and Sewer 8.1%** - There was not an expenditure need until June this fiscal year.



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/COMMUNITY SAFETY

DATE: 9/2/2020

SUBJECT: PROJECT UPDATES

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): TRACY JACKSON, ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/COMMUNITY SAFETY

BACKGROUND

Please find attached a copy of the monthly project update as provided by the Engineering and Infrastructure Department.

RECOMMENDATION / PROPOSED ACTION

No action is requested. This item is presented for your information only.

ATTACHMENTS:

Description	Type
091020 Project Update	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. Punch list items complete and moving to final inspection.	4/4/2020	120 days
Judge E. Maurice Braswell Courthouse Generator	\$3,076,097.00	The contractor has completed the project. All equipment on the previous generator has been converted to the new generators. Work is being performed to provide emergency 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	Elevator 2 is now complete and Bar Construction is now focused on completing Elevator 1 (main lobby elevator). Elevator 1 is approximately 65% complete, the motors and a new control panel have been installed. New travel ropes for the elevators have been installed. Elevator pit and cab work continues. Should be finished with the interiors of the cab in the next couple of weeks.	4/6/2020	179 days
Department of Social Services Elevator Modernization Project	\$175,590.00	The contractor has a week of HVAC work left on the roof. They have installed four 2 ton units on the roof but are currently waiting on the power and disconnects to be installed. Once the new units are operable, they will demo the roof top unit and the AHU in the penthouse. Once the AHU/RTU is removed they will install the drywall and fireproof/caulk any penetrations and repair the roofing for the RTU. The Electrical Contractor has begun running the conduits to the emergency panels to move the electrical circuits to connect emergency power.	5/20/2020	60 days
Crown Coliseum Cooling Tower Replacement	\$596,000.00	This project kicked off on 8/28/20 and is anticipated to be completed by 9/18/20.	5/18/2020	93 days
Detention Center Grinder Pump	\$232,400.00	This project is complete with the exception of finish work to the asphalt and sidewalk which were disturbed during the project.	7/15/2020	160 days
Crown Coliseum Parking Lot Improvement Project (Areas 1, 2, &3)	\$653,976.60	The next phase of work is being assessed to confirm the amount of labor and materials that will be required.	Not Started	120 days
Crown Coliseum ADA Bathroom and Ticket Booth Renovations	\$541,217.00	The PO will be obtained and a Notice to Proceed will be issued after reappropriation of funds from FY20 to FY21 (9/8/20).	Not Started	180 days



RISK MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD

DATE: 8/26/2020

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: AMY H. CANNON

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 FY21 are up 13.07% for the month of July as compared to the same month in FY20. To provide some perspective, below is the one-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 FY21. Additionally, graphs are provided in the attachment to aid in the analysis.

Year to date claims and premium payment through July	\$1,685,626
Less year to date stop loss credits	<u>(\$0.00)</u>
Net year to date claims and premium payment through July	\$1,685,626

Average monthly claims and fully insured premium (before stop loss) per fiscal year through July:

FY17 \$1,503,129
FY18 \$1,431,414
FY19 \$1,483,915
FY20 \$1,490,762
FY21 \$1,685,626

RECOMMENDATION / PROPOSED ACTION

For information only – no action needed

ATTACHMENTS:

Description

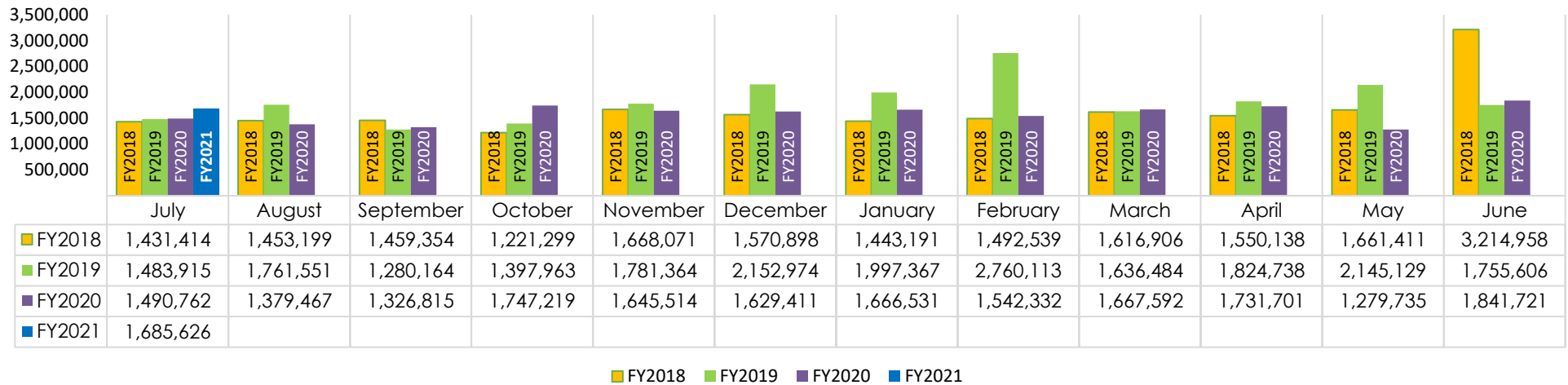
Health Insurance Graphs

Type

Backup Material

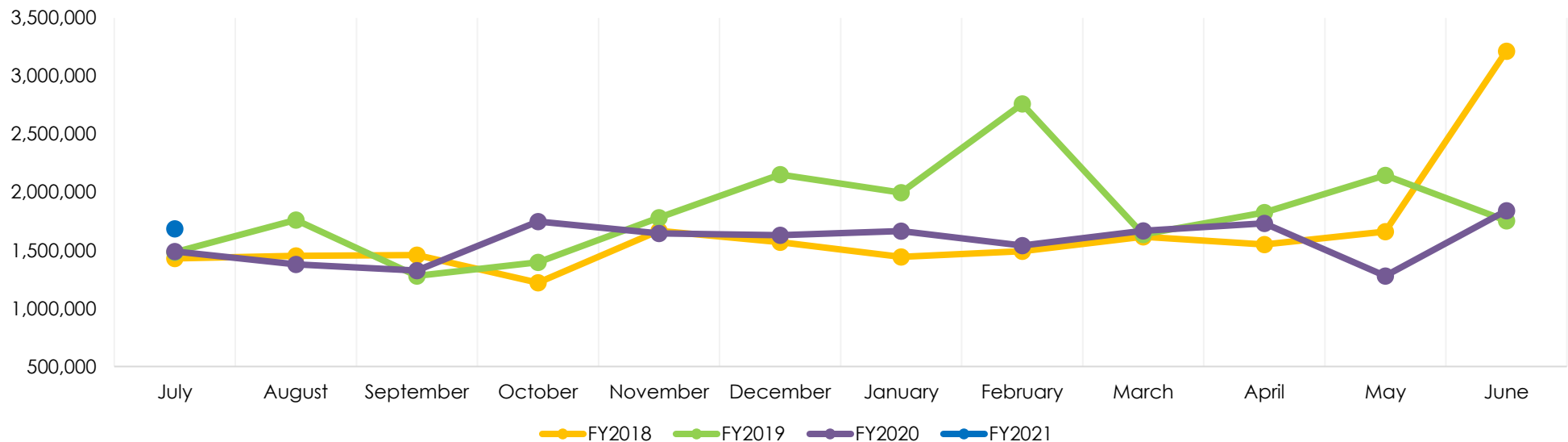
Monthly Insurance Claims FY18-FY20

Claims & Fully Insured Premium FY21



Monthly Insurance Claims FY18 - FY20

Claims & Fully Insured Premium FY21





OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 10, 2020
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

SUBJECT: MEETINGS

Requested by:

Presenter(s):

BACKGROUND

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

November 12, 2020 (Thursday) 1:00 P.M.