
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
APRIL 5, 2021
9:00 AM

INVOCATION - Commissioner Charles Evans

PLEDGE OF ALLEGIANCE -

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- A. Update on Community Child Abuse Prevention Plan by Ms. Faith Boehmer, Child Advocacy Center
- B. Presentation by Solid Waste Director, Amanda Bader on Cumberland Clean Litter Pickup Event
- C. Update on Veterans Services by Mr. Eric Redrick, Director

3. CONSENT AGENDA

- A. Approval of March 15, 2021 Special Meeting and March 15, 2021 Regular Meeting Minutes
- B. Approval of a Proclamation Recognizing April 2021 as National County Government Month
- C. Approval of a Proclamation Recognizing April 2021 as Child Abuse Prevention and Awareness Month
- D. Approval of Proclamation Proclaiming April 11-17, 2021 as National Public Safety Telecommunicators Week
- E. Approval of a Proclamation Recognizing April 11-17 as National Animal Care and Control Appreciation Week
- F. Approval to Pay Prior Year Invoices
- G. Approval of Sale of Surplus Real Property Located at 504 Carteret Place, Fayetteville
- H. Approval of Sale of Surplus Real Property Located at 2012 Bain Drive, Fayetteville
- I. Approval of Sale of Surplus Real Property Located at 3239 Princess Ann Drive, Fayetteville
- J. Approval of Sale of Surplus Property Located at 823 McNeil Street, Spring Lake
- K. Acceptance of Offer to Purchase Surplus Property Located at 1515 Pierce Street, Fayetteville
- L. Acceptance of Offer to Purchase Surplus Property Located at 4900 Panda Street,

Fayetteville

- M. Acceptance of Offer to Purchase Surplus Property Located at 5906 St. Micheals Drive, Fayetteville
- N. Acceptance of Offer to Purchase Surplus Property Located at 6215 Canadian Avenue, Fayetteville
- O. Approval of Budget Ordinance Amendments for the April 5, 2021 Board of Commissioners' Agenda

4. ITEMS OF BUSINESS

- A. Consideration of Revisions to the Articles of Amendment to Second Restated and Amended Articles of Incorporation of Cumberland County Hospital System, Inc.
- B. Consideration of Professional Services Agreement with Excel Contracting, LLC to Administer the Emergency Rental Assistance Program

5. NOMINATIONS

- A. Social Services Board (1 Vacancy)
- B. Cumberland County Home and Community Care Block Grant Committee (1 Vacancy)

6. APPOINTMENTS

- A. Fayetteville/Cumberland County Economic Development Corporation (1 Vacancy)
- B. Fayetteville-Cumberland Parks and Recreation Advisory Commission
- C. Joint Planning Board (1 Vacancy)
- D. Cumberland County Workforce Development Board (2 Vacancies)

7. CLOSED SESSION:

- A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)

ADJOURN

WATCH THE MEETING LIVE

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

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5

REGULAR BOARD MEETINGS:

April 19, 2021 (Monday) - 6:45 PM
May 3, 2021 (Monday) - 9:00 AM
May 17, 2021 (Monday) - 6:45 PM



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 3/30/2021

SUBJECT: UPDATE ON COMMUNITY CHILD ABUSE PREVENTION PLAN BY MS. FAITH BOEHMER, CHILD ADVOCACY CENTER

BACKGROUND

Ms. Faith Boehmer, Child Advocacy Center and Ms. Elizabeth (Liz) Simpler, Partnership for Children will be providing an updated on the Community Child Abuse Prevention Plan at the April 5, 2021 Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

This presentation is for informational purposes only.

ATTACHMENTS:

Description

SOAR Community Child Abuse Prevention Plan Update - April 5, 2021

Type

Backup Material



SOAR | Strengths in Overcoming Adversity thru Resiliency

2021 COUNTY COMMISSIONER UPDATE

FAITH BOEHMER– CHILD ADVOCACY CENTER

LIZ SIMPLER, MPH– THE PARTNERSHIP FOR CHILDREN OF CUMBERLAND COUNTY

WHO WE ARE

- ❖ Over 30 agencies in Cumberland County provide leadership, education and _____ to community about preventing child abuse
- ❖ Coalition is divided into there sub-committees
 - ❖ Community Engagement
 - ❖ DART (Data and Research Team)
 - ❖ Parent Engagement



SUB-COMMITTEES

❖ Community Engagement

- ❖ Committee responsible for engaging the community in the coalitions activities
- ❖ Goals:
 - ❖ Develop Communication Briefs by means of video(s)
 - ❖ These will be used to share the work of SOAR
 - ❖ Reach out to Media Outlets through PSA(s)
 - ❖ Media would intern partner with us to take deeper into community



SUB-COMMITTEES

❖ DART (Data and Research Team)

- ❖ Responsible for collecting, organizing, translating, and sharing data on SOAR's activities and overall goals.
- ❖ Goals:
 - ❖ Preparing and disseminating a quarterly report tool (possibly using Survey Monkey) to collect SOAR data.
 - ❖ Achieve consensus on and request specific data on key CAN metrics for Cumberland County to request from DSS for quarterly reporting to SOAR



SUB-COMMITTEES

❖ Parent Engagement

- ❖ Connections Matter
- ❖ Designed to engage community members in building caring connections to improve resiliency.
- ❖ Parent Café's
- ❖ Goals:
 - ❖ Offer two trainings either Connections Matter or Parent Café's each month—one during the day and one at night
 - ❖ Recruit/train others who have experienced one of the workshops to support our efforts and provide assistance in planning and leading workshops.



On-going SOAR Activities and Accomplishments

- ❖ Resilience Documentary training provided to community members
- ❖ Paper Tigers Documentary shown to community members
- ❖ Family Connects community stakeholder buy in and support
- ❖ Protective Factors Training Provided to community
- ❖ Triple P brought to community. Program is housed at Cumberland County Health Department
- ❖ Connections Matter trainings provided to trainers and to the community
- ❖ Parent Cafes provided to community members
- ❖ Resolutions of support signed by:
 - ❖ 2,166 Individuals
 - ❖ 53 Agencies



Strengths in **O**vercoming
Adversity thru **R**esiliency

THE SOAR COMMITTEE WOULD LIKE TO EXPRESS OUR APPRECIATION FOR YOUR SUPPORT IN ASSISTING FAMILIES IN OUR COMMUNITY TO
FIND STRENGTH TO OVERCOME ADVERSITY THRU BECOMING RESILIENT.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 3/31/2021

SUBJECT: PRESENTATION BY SOLID WASTE DIRECTOR, AMANDA BADER ON CUMBERLAND CLEAN LITTER PICKUP EVENT

BACKGROUND

Cumberland County Solid Waste is sponsoring a litter pickup event that will coincide with the Fayetteville Beautiful event on Saturday, April 17, 2021 from 8 am to 12 pm. County residents that are interested in participating in this event are encouraged to register with Solid Waste so they can receive supplies and so that Solid Waste crews know where to pick up bags after the event. Cumberland County Solid Waste sponsors this grassroots initiative along with the 5 for Friday reverse litter campaign to promote education, awareness, and action in the County.

RECOMMENDATION / PROPOSED ACTION

This presentation is for informational purposes only.

ATTACHMENTS:

Description	Type
Press Release	Backup Material
Cumberland Clean Logo	Backup Material



FOR IMMEDIATE RELEASE

Solid Waste Management
Amanda Bader, Director
Phone: 910-321-6920

March 29, 2021

Registration Open for Cumberland Clean Litter Pickup Event

FAYETTEVILLE – Cumberland County Solid Waste is kicking off a new countywide litter pickup initiative called Cumberland Clean. Volunteers are invited to help clean up areas of the county outside of Fayetteville on Saturday, April 17, between 8 a.m. and noon. The event coincides with the Fayetteville Beautiful clean-up taking place on the same day.

Registration for Cumberland Clean is now open. To sign up, email Karen Hall at khall@co.cumberland.nc.us or call 910-321-6929 to confirm your attendance and receive a cleanup location. Please specify how many people will be in your group. All participants will receive a trash bag, reusable litter bag, an event T-shirt, water and hand sanitizer. Registered volunteers can pick up these items before the event at the Ann Street Landfill from April 12-16 between 8 a.m. to 4 p.m.

Event Day

Volunteers can also pick up their items the day of the event from 8-9:30 a.m. in front of the Judge E. Maurice Braswell Cumberland County Courthouse. Organizers will be in the front parking lot along Gillespie Street and will confirm your cleanup locations. If participants have received their items before the event day, they can go straight to their cleanup location.

Participants are encouraged to wear a mask and practice social distancing while cleaning up areas of the county. Once the cleanup is finished, volunteers are asked to leave their bags at their assigned cleanup site. Solid Waste crews will remove them and take them to one of the County's container sites.

For more information on anti-litter pickup in Cumberland County, visit co.cumberland.nc.us/5-for-friday.



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Cumberland County
Solid Waste



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE T. HOLDER, DEPUTY COUNTY MANAGER

DATE: 3/31/2021

**SUBJECT: UPDATE ON VETERANS SERVICES BY MR. ERIC REDRICK,
DIRECTOR**

BACKGROUND

Mr. Eric Redrick, Veterans Services Director, will be providing an update at the April 5, 2021 Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

For information purposes only.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 4/5/2021

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING APRIL 2021 AS
NATIONAL COUNTY GOVERNMENT MONTH**

BACKGROUND

A request was received for a proclamation recognizing April 2021 as National County Government Month.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

National County Government Month April 2021 Proclamation

Type

Backup Material

Proclamation

National County Government Month - April 2021 ***“Counties Matter”***

WHEREAS, the nation’s 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Cumberland County and all counties take pride in our responsibility to protect and enhance the health, welfare and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Gary Moore, NACo is demonstrating how “Counties Matter,” especially in supporting residents and businesses during the coronavirus pandemic; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services.

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Cumberland County do hereby proclaim April 2021 as ***National County Government Month*** and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

Adopted this 5th day of April 2021.

CHARLES E. EVANS, Chairman
Cumberland County Board of Commissioners



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 4/5/2021

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING APRIL 2021 AS
CHILD ABUSE PREVENTION AND AWARENESS MONTH**

BACKGROUND

A request was received for a proclamation recognizing April 2021 as Child Abuse Prevention and Awareness Month.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Child Abuse Prevention and Awareness Month Proclamation

Type

Backup Material

Proclamation

April 2021 Child Abuse Prevention and Awareness Month

Whereas, based on national best practice and research, The Child Advocacy Center (CAC) was founded in 1993 by a group of concerned local professionals seeking to coordinate services to child abuse victims and their families; and

Whereas, the primary goal of the CAC is to alleviate the trauma children experience once a disclosure of sexual abuse or serious physical abuse occurs; and

Whereas, the CAC provides a safe and child-friendly environment where professionals from 19 community agencies come together to interview, investigate and provide support for abused children and their families; and

Whereas, the CAC reduces the number of interviews for child victims of abuse by providing specially trained professionals to conduct forensic interviews in a centralized location; and

Whereas, the CAC provides continuing education to professionals who serve child abuse victims and child abuse prevention and awareness programs to the entire community; and

Whereas, the CAC coordinates Multidisciplinary Team case reviews where professionals from multiple agencies come together to plan the best course of legal and supportive action for the child abuse victim; and

Whereas, national research has determined that this type of coordinated approach can help alleviate trauma for children, increase the prosecution rate of perpetrators, and be fiscally beneficial to the community; and

Whereas, The Child Advocacy Center received 996 reports of child abuse and neglect during 2020 and completed 503 forensic interviews for child victims of sexual and physical abuse.

Now, Therefore, We, the Cumberland County Board of Commissioners, on behalf of the citizens of Cumberland County, do hereby proclaim April 2021 as **Child Abuse Prevention and Awareness Month** in Cumberland County, N.C. and recognize the Child Advocacy Center and the work of its community partners in creating a safer community for all and protecting our community's children.

Approved this 5th day of April 2021.

Charles E. Evans, Chairman
Cumberland County Board of Commissioners



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 3/17/2021

**SUBJECT: APPROVAL OF PROCLAMATION PROCLAIMING APRIL 11-17, 2021 AS
NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

BACKGROUND

Every year during the second week of April, the telecommunications personnel in the public safety community are honored. This week-long event, initially set up in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office in California, is a time to celebrate and thank those who dedicate their lives to serving the public. It is a week that should be set aside so everyone can be made aware of their hard work and dedication. This week of recognition coincides with National 9-1-1 Education Month.

RECOMMENDATION / PROPOSED ACTION

Cumberland County Emergency Services respectfully request that the Cumberland County Board of Commissioners' proclaim April 11-17, 2021 as National Public Safety Telecommunicators Week.

ATTACHMENTS:

Description	Type
National Public Safety Telecommunications Week April 11-17, 2021 Proclamation	Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

roclamation

WHEREAS, emergencies can occur at anytime that require law enforcement, fire, or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of law enforcement officers, firefighters and medical services personnel is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers, firefighters and emergency medical workers is dependent upon the quality and accuracy of information obtained from citizens who telephone the Cumberland County Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our law enforcement officers, firefighters, and emergency medical workers by monitoring their activities by radio, providing them information, and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of the Cumberland County Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, dispatchers have exhibited compassion, understanding and professionalism during the performance of their jobs over the past year.

NOW THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Commissioners proclaims the week of April 11-17, 2021 as “NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK” in Cumberland County in honor of the men and women whose diligence, professionalism and dedication keep our County and citizens safe each and every day.

Adopted this 5th day of April 2021.

*CHARLES EVANS, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 4/5/2021

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING APRIL 11-17 AS
NATIONAL ANIMAL CARE AND CONTROL APPRECIATION WEEK**

BACKGROUND

A request was received to recognize April 11-17 as National Animal Care and Control Appreciation Week in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Proclamation for National Animal Care and Control Appreciation Week

Type

Backup Material

roclamation

WHEREAS, the National Animal Care and Control Association has designated the second week of April each year as National Animal Care and Control Appreciation Week; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank and commend all Animal Services Staff for the dedicated service they provide to the citizens and public safety agencies across the nation; and

WHEREAS, every day, Animal Services Officers and Shelter Staff put themselves in potentially dangerous situations to protect the health and welfare of the public and many types of animals; and

WHEREAS, in 2020 Cumberland County Animal Services staff answered nearly 40,000 phone calls, responded to over 25,000 requests for field service, safely impounded over 8,000 animals, successfully placed over 3,500 animals in new homes, returned over 600 animals safely to their owners, and daily cared for an average of almost 200 animals in the Animal Services Center; and

WHEREAS, Cumberland County recognizes the Animal Services Staff for the many dedicated hours of service they perform in protecting and caring for the animals and citizens of our community, and for fulfilling Cumberland County Animal Services' commitment to providing the highest and most efficient level of customer service; and

NOW THEREFORE, We, the Board of Commissioners of Cumberland County, does hereby recognize April 11-17 as National Animal Care and Control Appreciation Week in Cumberland County and encourages all citizens to join us in expressing their sincere appreciation for the service and dedication of our Animal Services employees.

Adopted this 5th day of April 2021.

*Charles E. Evans, Chairman
Cumberland County Board of Commissioners*



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 3/24/2021

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

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

Sheriff's Office

Various Invoices

Dates of Service: December 2019-June 2020

Amount: \$20,012.13

Workforce Development Board

Various Invoices

Dates of Service: October 2019-June 2020

Amount: \$56,584.50

DSS

Various Invoices

Dates of Service: October 2019-June 2020

Amount: \$40,786.62

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

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay prior year invoices for the Sheriff's Office totaling \$20,012.13, Workforce Development totaling \$56,584.50, and DSS totaling \$40,786.62.

ATTACHMENTS:

Description	Type
Prior Year Invoices	Backup Material



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



Internationally Accredited Law Enforcement Agency

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: LISA BLAUSER, SHERIFF'S OFFICE BUSINESS MANAGER

DATE: March 5, 2021

SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

A handwritten signature in black ink that reads "Blause".

We are requesting payment of a prior year invoice from Cumberland County Emergency Services.

Invoice 2851 dated 3/03/20 in the amount of \$150.00 from Emergency Services was not received by the CCSO Budget Office until February 17, 2021. The invoice was addressed to the Cumberland County Sheriff's Office Training Center, 4710 Corporation Drive, Fayetteville, NC 28306. After speaking with Training Center staff, we verified the invoice had been received at the Training Center, but they assumed it had also been received, and paid, by our office. We approached Emergency Services staff and they stated they had sent the invoice several times to the address listed on the invoices. We requested they update the address to show the CCSO Budget Office instead to avoid a repeat of this issue. We have verified the inspections billed were completed and the invoice is valid. Sufficient FY 21 funding is budgeted in 1014200-533510 for this payment.

Please contact me if any additional information is needed. Thank you.



Cumberland County SHERIFF'S OFFICE

Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: LISA BLAUSER, SHERIFF'S OFFICE BUSINESS MANAGER *Blouser*

DATE: March 9, 2021

SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

We are requesting payment of nine (9) prior year invoices from Prime Health Services that were received on March 8, 2021. Prime Health Services now completes billings for offsite medical claims for inmates/Safekeeper Medical expenses. Sufficient funds are budgeted 1014306-533207 for these invoices. Below is a listing of the invoices. We have verified the listed individual was an Inmate of the Cumberland County Detention Center and in Safekeeper housing during the times of the services below. Copies of invoices, as well as the email received on March 8, 2021, are attached.

	Inmate/Patient	Invoice Date	Service Date	Amount Due	Services Provided at
1		3/4/2021	10/4 to 10/30/19	2,484.47	Naphcare, Inc
2		3/4/2021	11/4 to 11/29/19	2,030.27	Naphcare, Inc
3		3/4/2021	12/2 to 12/30/2019	2,257.37	Naphcare, Inc
4		3/4/2021	1/3 to 1/31/20	2,257.37	Naphcare, Inc
5		3/4/2021	2/3 to 2/28/20	2,030.27	Naphcare, Inc
6		3/4/2021	3/2 to 3/30/20	2,257.37	Naphcare, Inc
7		3/4/2021	4/3 to 4/27/2020	2,030.27	Naphcare, Inc
8		3/4/2021	5/1 to 5/29/20	2,257.37	Naphcare, Inc
9		3/4/2021	6/1 to 6/29/20	2,257.37	Naphcare, Inc

Total 19,862.13



CUMBERLAND COUNTY
WORKFORCE DEVELOPMENT BOARD

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

DATE: March 22, 2021
TO: Vicky Evans
THRU: Tracy Jackson, Interim Director
FROM: Kelly Autry, Interim Accountant
SUBJECT: Prior Year Invoices for various vendors

APPROVED H. Jackson 3/23/21

I would like to request payments in the amount of \$56,584.50 to Community Residential Supportive Services Home Health for \$5,633.06 Elite Tax and Accounting for \$18,097.99, Hercules Steel \$9,973.74, Nitta Gelatin for \$4,694.37, Operation Services Inc. for \$5,311.80 and Wahconnah Group for \$12,873.54. The costs are associated with participants in Adult and Dislocated Worker that occurred after the contract with EDSI expired.

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

2554532 533307 - \$33,174.71

2554533 533307 - \$23,409.79

Upon payment of these invoices, Workforce Development will be reimbursed the \$56,584.50 by the NC Department of Commerce.

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

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

Brenda Reid Jackson
Director

Section Chiefs:

Kristin Bonoyer
Adult Services

Sharon McLeod
Children's Services

Vacant
Economic Services



CUMBERLAND COUNTY

NORTH CAROLINA

Department of Social Services

Assistant Directors:

Patrick Kuchyt
Legal Services

Crystal Black
Adult Services

Vacant
Children's Services

Vivian Tookes
Economic Services

John Nalbene
Business Operations

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

THROUGH: BRENDA JACKSON, DIRECTOR *BJ*

THROUGH: JOHN NALBONE, ASSISTANT DIRECTOR *JN*

FROM: SOPHIA MURNAHAN, ACCOUNTING SPECIALIST I
B. STARR JONES, ACCOUNTING SPECIALIST I

DATE: MARCH 3, 2021

SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

Please approve the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2019 and Fiscal Year 2020 invoices.

Validation Statement: We have validated service delivery for each of the invoices attached.

Verification Statement: We have verified for each of the invoices attached that none are duplicates and have not been previously paid.

Measures of Prevention: Vendors have been counseled on the importance of submitting invoices timely. In addition, this fiscal year, vendors will receive written notification of the fiscal year-end deadline.

Attachments

CUMBERLAND COUNTY DEPARTMENT of SOCIAL SERVICES

Prior Fiscal Year Invoices Presented for Payment

VENDOR NAME	INVOICE NUMBER	DOLLAR AMOUNT	REASON INVOICE IS LATE	IMPACT TO CURRENT FISCAL YEAR BUDGET
SHERRY OXENDINE	100	✓ \$320.00	DSS FINANCE RECEIVED INVOICE ON 8/18/2020.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.
FLUENT LANGUAGE SOLUTIONS	F1052633	✓ \$960.72	INVOICE AMOUNT WAS ORIGINALLY DISPUTED & WAS PENDED FOR ADDITIONAL RESEARCH AND VERIFICATION BY FLUENT AND DSS.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.
DEANNA CANDELARIA	N/A	✓ \$37.38	EMPLOYEE FAILED TO SUBMIT MILEAGE TIMELY.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.
MANPOWER	35100403 (OLD YEAR PORTION)	\$100.39	NEW YEAR PORTION OF INVOICE FAILED TO BE KEYED BEFORE DEADLINE.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.
CINTAS	4053178738	✓ \$47.64	VENDOR FAILED TO SUBMIT INVOICE TIMELY. DSS RECEIVED INVOICE ON 08/19/2020.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.
KIDSPACE	20190913-7	✓ \$9,326.48	DSS FINANCE RECEIVED INVOICE FOR MEDICALLY FRAGILE PLACEMENT FEES ON 6/11/2020 FOR DECEMBER 2018 – JUNE 2019 MONTHS-OF-SERVICE. PAYMENT IS DUE FOR 12/4/2018 – 6/30/2019 FOR FOSTER CHILD MEDICALLY FRAGILE CHILD PLACEMENT FEES.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.
BRIGHTER DAYZ, LLC	131	✓ \$3,586.44	DSS FINANCE RECEIVED INVOICE ON 8/18/2020. PAYMENT IS DUE FOR 6/18/2020 – 6/30/2020 LEVEL III FOSTER CARE ROOM & BOARD.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.
SPRINGBROOK BEHAVIORAL HEALTH SYSTEM	N/A	✓ \$16,639.40	DSS FINANCE RECEIVED INVOICES ON 8/26/2020. PAYMENT IS DUE FOR 11/14/2019 – 6/30/2020 FOR LEVEL IV FOSTER CARE ROOM & BOARD.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.
TANGA CRUMP	N/A	✓ \$269.17	NC DHHS FOSTER HOME FACILITY ID INITIALLY TERMINATED EFFECTIVE 6/13/2020 AND PAYMENT WAS NOT MADE FOR 6/14/2020 – 6/30/2020 DURING NORMAL JUNE 2020 MONTH-OF-SERVICE PROCESSING. LICENSE WAS REINSTATED BY NC DHHS ON 9/15/2020 - RETROACTIVELY	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.

VENDOR NAME	INVOICE NUMBER	DOLLAR AMOUNT	REASON INVOICE IS LATE	IMPACT TO CURRENT FISCAL YEAR BUDGET
			EFFECTIVE 6/13/2020. PAYMENT IS DUE FOR 6/14/2020 – 6/30/2020 FOR LEVEL I FOSTER CARE ROOM & BOARD.	
CARTER CLINIC, P.A. DBA RENEWING GRACE RESIDENTIAL HOME	N/A	✓ \$7,240.00	DSS FINANCE RECEIVED INVOICES ON 9/24/2020 AND 10/5/2020. VENDOR REGISTRATION PROCESS WAS COMPLETED ON 09/17/2020. NC DHHS FACILITY ID EFFECTIVE 4/1/2020 – 12/31/2020 UNLESS REVOKED FOR CAUSE. PAYMENT IS DUE FOR 4/1/2020 – 6/30/2020 FOR LEVEL IV FOSTER CARE ROOM & BOARD.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.
DEBRA R. ROUSE DBA ROUSE'S GROUP HOME	1016	✓ \$2,184.00	DSS FINANCE RECEIVED INVOICE ON 10/1/2020. VENDOR REGISTRATION PROCESS WAS COMPLETED ON 10/09/2020. PAYMENT IS DUE FOR 5/26/2020 – 6/1/2020 FOR LEVEL III FOSTER CARE ROOM & BOARD.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.
CUMBERLAND COUNTY EMERGENCY SERVICES DEPARTMENT	2586	✓ \$75.00	CUMBERLAND COUNTY EMERGENCY SERVICES PERMIT FEE INVOICE DATED 10/14/2019 WAS POSTMARKED 9/30/2020, RECEIVED IN DSS FINANCE ON 10/6/2020, AND AUTHORIZED FOR PAYMENT BY PROGRAM MANAGER ON 10/8/2020. PAYMENT IS DUE FOR SAFE LANDING GROUP HOME PERMIT (GROUP HOMES) FEE.	CAN BE ABSORBED INTO THE CURRENT YEAR BUDGET.

TOTAL: \$40,786.62

We stand united to strengthen individuals and families and to protect children and vulnerable adults...

P.O. Box 878 | Fayetteville, North Carolina 28302-0878 | Phone: 910-677-2589 | Fax: 910-677-2886

www.ccdssnc.com



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/30/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 504
CARTERET PLACE, FAYETTEVILLE**

BACKGROUND

On February 15, 2021, the Board adopted a resolution of its intent to accept the offer of Michael Nepstad, on behalf of MDN Rentals, to purchase the property with PIN 0520-94-5534, being Lot 350 Sec. 10 College Lakes Part A, Plat Book 32, Pg. 44, located at 504 Carteret Place, Fayetteville, for \$9,226.29, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned SF10, with a tax value of \$20,000.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on February 20, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

County Attorney recommends the Board accept this offer and authorize the Chair or the County Manager to execute a deed for the property upon the County's receipt of the balance of the purchase price.

ATTACHMENTS:

Description

AOP 504 Carteret Place

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

CUMBERLAND COUNTY
BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO AC-
CEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO
N.C.G.S. § 160A-269

Take notice that the Board of Commissioners finds the real property with PIN 0520-91-5531, being Lt 350 Sec. 10 College Lakes Part A, Plat Book 32, page 41, located at 504 Carteret Place, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$9,226.29. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the County Attorney, Suite 551, Courthouse, Fayetteville, NC 28302.

February 16, 2021
Candice White, Clerk to the Board
2/20 5237510

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR

Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line 504 CARTERET PLACE of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

2/20/2021

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 22 day of February, A.D., 2021.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2025.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829,
FAYETTEVILLE, NC 28302-0000

0005237510



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/30/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
2012 BAIN DRIVE, FAYETTEVILLE**

BACKGROUND

On February 15, 2021, the Board adopted a resolution of its intent to accept the offer of Michael Nepstad, on behalf of MDN Rentals, to purchase the property with PIN 0428-84-3816, being Lots 154-155 Council Heights, Plat Book 11, Pg. 32, located at 2012 Bain Drive, Fayetteville, for \$14,961.21, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned SF6, with a tax value of \$31,100.00. Based on the County GIS Parcel View System and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on February 20, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

County Attorney recommends the Board accept this offer and authorize the Chair or the County Manager to execute a deed for the property upon the County's receipt of the balance of the purchase price.

ATTACHMENTS:

Description

AOP 2012 Bain Drive

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

CUMBERLAND COUNTY
BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO AC-
CEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO
N.C.G.S. § 160A-269

Take notice that the Board of Commissioners finds the real property with PIN 0126-81-3816, being Lots 151-155 Council Heights, Plat Book 11, page 32, located at 2012 Bain Drive, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$14,961.21. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the County Attorney, Suite 551, Courthouse, Fayetteville, NC 28302. February 16, 2021

Candice White, Clerk to the Board
2/20 5237518

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR

Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line 2012 BAIN DRIVE of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

2/20/2021

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 22 day of February, A.D., 2021.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2025.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829,
FAYETTEVILLE, NC 28302-0000

0005237518



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/30/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
3239 PRINCESS ANN DRIVE, FAYETTEVILLE**

BACKGROUND

On February 15, 2021, the Board adopted a resolution of its intent to accept the offer of Maline Crupi to purchase the property with PIN 0425-16-7712, being Lot 58, Haire Sub., Sec. 1, Plat Book 34, Pg. 32, located at 3239 Princess Ann Drive, Fayetteville, for \$7,868.48, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned R6A, with a tax value of \$34,700.00. Based on the County GIS Parcel View System and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on February 20, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

County Attorney recommends the Board accept this offer and authorize the Chair or the County Manager to execute a deed for the property upon the County's receipt of the balance of the purchase price.

ATTACHMENTS:

Description

AOP 3239 Princess Ann Drive

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

CUMBERLAND COUNTY
BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO AC-
CEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO
N.C.G.S. § 160A-269

Take notice that the Board of Commissioners finds the real property described herein is not needed for governmental purposes and proposes to accept an offer to purchase the property with PIN 0125-16-7712, being Lot 58 Hair Sub, Plat Book 34, Pg. 32, located at 3239 Princess Ann Drive, Fayetteville, for a purchase price of \$7,868.48. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.
February 16, 2021

Candice White, Clerk to the Board
2/20 5237507

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line 3239 PRINCESS ANN DRIVE of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

2/20/2021

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

Cindy O. Mcnair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 25 day of February, A.D., 2021.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2025.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829, ,
FAYETTEVILLE, NC 28302-0000

0005237507



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/30/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS PROPERTY LOCATED AT 823
MCNEIL STREET, SPRING LAKE**

BACKGROUND

On February 15, 2021, the Board adopted a resolution of its intent to accept the offer of Michael Nepstad on behalf of MDN Rentals, LLC, to purchase the property with PIN 0501-78-6946, being Lot 1, Angela Black Subdivision., Plat Book 138, page 47, located at 823 McNeill Street, Spring Lake, for \$13,091.88 and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The property is zoned R6 with a tax value of \$10,000.00. Based on the GIS Mapping and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on February 20, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

County Attorney recommends the Board accept this offer and authorize the Chair or the County Manager to execute a deed for the property upon the County's receipt of the balance of the purchase price.

ATTACHMENTS:

Description

AOP 823 McNeil Street

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

CUMBERLAND COUNTY
BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO AC-
CEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO
N.C.G.S. § 160A-269

Take notice that the Board of Commissioners finds the real property with PIN 0501-78-69/16, being Lt 1 Angela Black Subd, Plat Book 138, page 47, located at 823 McNeil Street, Spring Lake, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$13,091.88. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

February 16, 2021
Candice White, Clerk to the Board
2/20 5237508

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line 823 MCNEIL ST.
of CUMB CO ATTORNEY'S
was inserted in the aforesaid newspaper in space, and on dates as follows:

2/20/2021

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

Cindy O. McNaire

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 22 day
of February, A.D., 2021.

In Testimony Whereof, I have hereunto set my hand and affixed my
official seal, the day and year aforesaid.

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2025.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829, ,
FAYETTEVILLE, NC 28302-0000

0005237508



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/30/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 1515 PIERCE STREET, FAYETTEVILLE**

BACKGROUND

The County and the City of Fayetteville acquired the real property with PIN 0427-91-0414, being Lots 15 & 16 Lakeview Heights, Plat Book 12, Pg. 48, located at 1515 Pierce Street, Fayetteville, at a tax foreclosure sale in 2015 for a purchase price of \$9,388.83. The property is zoned MR5 with a tax value of \$26,800.00. The City conveyed its interest in the property to the County on March 18, 2021, by a quitclaim deed recorded in Book 11062 at page 359. Based on the GIS Mapping and the tax records, there is a structure on the lot. Michael and Susan Nepstad made an offer to purchase the property for \$9,388.83. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The County Attorney recommends the Board consider the offer of Michael and Susan Nepstad. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0427-91-0414, being Lots 15 & 16 Lakeview Heights, Plat Book 12, Pg. 48, located at 1515 Pierce Street, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$9,388.83. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the

County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

April ___, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/30/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 4900 PANDA STREET, FAYETTEVILLE**

BACKGROUND

The County acquired the real property with PIN 0413-45-4990, being Lot 86 Gilbert Sands, Sec. 8, Plat Book 65, Pg. 84, located at 4900 Panda Street, Fayetteville, at a tax foreclosure sale in 2013 for a purchase price of \$10,139.08. The property is zoned RR with a tax value of \$6,000.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Gladys Heredia made an offer to purchase the property for \$10,139.08. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The County Attorney recommends the Board consider the offer of Ms. Heredia. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0413-45-4990, being Lot 86 Gilbert Sands, Sec. 8, Plat Book 65, Pg. 84, located at 4900 Panda Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$10,139.08. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the

County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

April ___, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/30/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 5906 ST. MICHEALS DRIVE, FAYETTEVILLE**

BACKGROUND

The County and the City of Fayetteville acquired the real property with PIN 0454-51-2694, being Lot 40 Kellys Landing, Sec. 3, Plat Book 63, Pg. 7, located at 5906 St. Micheals Drive, Fayetteville, at a tax foreclosure sale in 2016 for a purchase price of \$20,787.47. The property is zoned RR with a tax value of \$71,500.00. The City conveyed its interest in the property to the County on May 21, 2018, by a quitclaim deed recorded in Book 10308 at page 479. Based on the GIS Mapping and the tax records, there is a structure on the lot. Carmen M. Heredia made an offer to purchase the property for the total amount of \$20,787.47. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The County Attorney recommends the Board consider the offer of Carmen M. Heredia. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0454-51-2694, being Lot 40 Kellys Landing, Sec. 3, Plat Book 63, Pg. 7, located at 5906 St. Micheals Drive, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$20,787.47. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The

Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

April ___, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/30/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 6215 CANADIAN AVENUE, FAYETTEVILLE**

BACKGROUND

The County acquired the real property with the PIN 0442-76-0805, being Lot 100, Twin Oaks, Sec. 4 Part 13, Plat Book 86, Page 117, located at 6215 Canadian Avenue, Fayetteville, at a tax foreclosure sale in 2016 for a purchase price of \$2,275.42. The property is zoned RR with a tax value of \$10,000.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. James T. Lewis, Jr. made an offer to purchase the property for \$2,275.42. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The County Attorney recommends the Board consider the offer of Mr. Lewis. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0442-76-0805, being Lot 100, Twin Oaks, Sec. 4 Part 13, Plat Book 86, Page 117, located at 6215 Canadian Avenue, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$2,275.42. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

April ___, 2021

Candice White, Clerk to the Board



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE T. HOLDER, DEPUTY COUNTY MANAGER

DATE: 3/31/2021

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
APRIL 5, 2021 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) Sheriff's Office Grants – Budget Ordinance Amendment B210191 to recognize a Byrne Grant award in the amount of \$147,229 from the United States Department of Justice

The Board is requested to approve Budget Ordinance Amendment B210191 in the amount of \$147,229 as follows: \$17,594 for Cumberland County Sheriff's Office and \$129,635 for Fayetteville Police Department. The allocation of funds is determined by the United States Department of Justice and is based on population. The County will use these funds for air cards to provide mobile internet services in vehicles. The City of Fayetteville will use these funds for license plate readers and crime scene laser scanners.

Please note this amendment requires no additional county funds.

2) Health Department – Budget Ordinance Amendment B210819 to recognize North Carolina Department of Health and Human Services, Division of Public Health funds for COVID-19 vaccination in the amount of \$905,684

The Board is requested to approve Budget Ordinance Amendment B210819 to recognize North Carolina Department of Health and Human Services, Division of Public Health funds for COVID-19 vaccination in the amount of \$905,684. These funds will be used for activities associated with COVID-19 mass vaccination planning, implementation, and operation.

Please note this amendment requires no additional county funds.

General Fund 101 and E911 Emergency Telephone Fund 260

3) General Government Other and Emergency Telephone – Budget Ordinance Amendment B210803 to transfer funds to the Emergency Telephone Fund in the amount of \$143,805

The Board is requested to approve Budget Ordinance Amendment B210803 to transfer funds to the Emergency Telephone Fund in the amount of \$143,805. These funds were deposited to the general fund and should have been credited to the E911 Emergency Telephone fund.

Please note this amendment requires appropriation of general fund balance.

Federal Drug Forfeiture Fund 205

4) Federal Forfeiture - Justice – Budget Ordinance Amendment B210898 to adjust the Federal Forfeiture – Justice budget based on actual expenses and revenues for Fiscal Year 2021 and appropriate Federal Drug Forfeiture fund balance in the amount of \$25,322

The Board is requested to approve Budget Ordinance Amendment B210898 to adjust the Federal Drug Forfeiture - Justice budget based on actual expenses and revenues for Fiscal Year 2021 and appropriate Federal Drug Forfeiture - Justice fund balance in the amount of \$25,322. Fund balance appropriation is requested due to lower than budgeted actual awards for Department of Justice (DOJ) Forfeiture programs and lower than budgeted interest revenue due to lower interest rates.

Please note this amendment requires appropriation of \$25,322 of Federal Drug Forfeiture fund balance.

Inmate Welfare Fund 207

5) Inmate Canteen – Budget Ordinance Amendment B210905 to adjust the Inmate Welfare budget based on actual expenses and revenues for Fiscal Year 2021 and appropriate Inmate Canteen fund balance in the amount of \$48,250

The Board is requested to approve Budget Ordinance Amendment B210905 to adjust the Inmate Welfare budget based on actual expenses and revenues for Fiscal Year 2021 and appropriate Inmate Canteen fund balance in the amount of \$48,250. Fund balance appropriation is requested due to overtime resulting from staff vacancies.

Please note this amendment requires appropriation of Inmate Canteen fund balance.

REGARDING THE FOLLOWING ITEM #6-#7 PLEASE NOTE:

Each fiscal year County departments may have projects that have been approved and initiated but were not complete by the fiscal year end (6/30/20) or items ordered that had not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2020 budget; however, the money was not spent by June 30, 2020.

The following amendments seek to bring these funds forward from FY 2020 into the current fiscal year, allowing the department to complete and pay for these projects and items. These revisions are not using 'new' funds but are recognizing the use of FY20 funds in FY21.

6) Social Services Other – Budget Ordinance B210190 to re-appropriate Duke Endowment Grant funds in the amount of \$46,585

The Board is requested to approve Budget Ordinance Amendment B210190 to re-appropriate Duke Endowment Grant funds in the amount of \$46,585. These funds are used to continue Cumberland County's redesign of child welfare policies and practices for older youth in foster care.

7) Emergency Services Grants – Budget Ordinance Amendment B211056 to re-appropriate state Hazard Mitigation Grant funds for demolitions in the amount of \$29,000

The Board is requested to approve Budget Ordinance Amendment B211056 to re-appropriate state Hazard Mitigation Grant funds for demolitions in the amount of \$29,000. These funds were received in March of 2020 and will be used for the demolition of two properties that were acquired after Hurricane Florence.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 3/31/2021

**SUBJECT: CONSIDERATION OF REVISIONS TO THE ARTICLES OF
AMENDMENT TO SECOND RESTATED AND AMENDED ARTICLES OF
INCORPORATION OF CUMBERLAND COUNTY HOSPITAL SYSTEM,
INC.**

BACKGROUND

Chief Legal Officer, Thomas Powell submitted the attached request for the Board of Commissioners to approve the revisions to the Articles of Amendment to Second Restated and Amended Articles of Incorporation of Cumberland County Hospital System, Inc. This item was approved by the Hospital Board of Trustees on March 24, 2021.

RECOMMENDATION / PROPOSED ACTION

Consider approving the revision to the Articles of Amendment to Second Restated and Amended Articles of Incorporation of Cumberland County Hospital System, Inc.

ATTACHMENTS:

Description	Type
Articles of Amendment to Second Restated and Amended Articles of Incorporation of Cumberland County Hospital System, Inc.	Backup Material



BEHAVIORAL HEALTH CARE
BLADEN COUNTY HOSPITAL
CAPE FEAR VALLEY
MEDICAL CENTER
CAPE FEAR VALLEY
REHABILITATION CENTER
HEALTH PAVILION NORTH
HIGHSMITH-RAINEY
SPECIALTY HOSPITAL
HOKE HOSPITAL

BLOOD DONOR CENTER
BREAST CARE CENTER
CANCER CENTER
CAPE FEAR VALLEY
MEDICAL GROUP
CARELINK
CAPE FEAR VALLEY
HOMECARE & HOSPICE, LLC
CUMBERLAND COUNTY EMS
FAMILY BIRTH CENTER
HEART & VASCULAR CENTER
HEALTHPLEX
LIFELINK
CRITICAL CARE TRANSPORT
SLEEP CENTER

March 29, 2021

Amy Cannon
County Manager
County of Cumberland
P.O. Drawer 1829
Fayetteville, NC 28302

Dear Amy:

At the March 24, 2021 meeting of the Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health System Board of Trustees, the attached revision to the Articles of Amendment to Second Restated and Amended Articles of Incorporation of Cumberland County Hospital System, Inc. was approved. Said revision also needs the approval of the Cumberland County Board of Commissioners. Please place this item on the agenda for the next available meeting of the Board of Commissioners.

If you have any questions, please reach out to Tom Powell, Chief Legal Officer at 910-615-5978 or tpowell@capefearvalley.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Powell", written over a light blue circular stamp or watermark.

Thomas Powell
Chief Legal Officer

ARTICLES OF AMENDMENT
TO
SECOND RESTATED AND AMENDED ARTICLES OF INCORPORATION
OF
CUMBERLAND COUNTY HOSPITAL SYSTEM, INC.


Pursuant to North Carolina General Statutes Section 55A-10-05 the undersigned corporation (the "Corporation") hereby submits these Articles of Amendment for the purpose of amending its Articles of Incorporation:

1. The name of the Corporation is Cumberland County Hospital System, Inc.
2. The text of the amendments adopted is as follows:
 - a. A new Section (d) of the third paragraph of ARTICLE FIVE of the Second Restated and Amended Articles of Incorporation of the Corporation is hereby added to read as follows:

“(d) One Trustee, who shall (1) be recommended by the Board of Trustees of Harnett Health System, Inc. (“HHS”) and (2) be a current member of the HHS Board of Trustees. Such right of recommendation held by the Board of Trustees of HHS shall terminate upon the earlier of (i) a change of control or ownership of the Corporation or (ii) HHS undergoing a change of control or ownership such that the Corporation or one of its affiliates is no longer a member of HHS.
 - b. The sixth paragraph of ARTICLE FIVE of the Second Restated and Amended Articles of Incorporation of the Corporation is deleted, and a new sixth paragraph of ARTICLE FIVE is adopted to read as follows:

“All vacancies in the membership of the Board of Trustees by reason of death, resignation, or as otherwise provided by the Bylaws, shall be immediately reported by the Board of Trustees to the Board of Commissioners. The Board of Commissioners, the Board of Trustees, or the HHS Board of Trustees, depending on the appointing or recommending authority for the Trustee, shall fill such vacancies as soon as practicable by appointment for the remainder of the unexpired term only.”
3. The date of the adoption of the amendment was March 24, 2021.
4. The amendment was approved by the Board of Trustees in accordance with N.C. Gen. Stat. §55A-10-02(b). Approval of the members was not required because the Corporation has no members.
5. These Articles will be effective upon filing.

CUMBERLAND COUNTY HOSPITAL
SYSTEM, INC.


Bradley Broussard, MD, Board Chair



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANGEL WRIGHT-LANIER, ASSISTANT COUNTY MANAGER

DATE: 3/31/2021

**SUBJECT: CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT
WITH EXCEL CONTRACTING, LLC TO ADMINISTER THE
EMERGENCY RENTAL ASSISTANCE PROGRAM**

BACKGROUND

The selection committee, which consisted of three City employees and three County employees, reviewed all proposals, and determined Excel Contracting, LLC was the most responsible bidder to administer the Emergency Rental Assistance Program. Five proposals were received in response to the RFP. Excel Contracting, LLC has agreed to administer the program for the County for 9.5% of disbursed rental assistance. Funds in the amount of \$3,361,991 will be allocated for beneficiary assistance. Cumberland County Community Development Department desires to enter into an agreement with Excel Contracting, LLC with the term beginning April 12, 2021 and ending December 31, 2021.

RECOMMENDATION / PROPOSED ACTION

Cumberland County Community Development Department recommends and requests that the Board of Commissioners approve the professional services agreement with Excel Contracting, LLC as per the attached Professional Services Agreement.

ATTACHMENTS:

Description	Type
Professional Services Agreement - EXCEL Contractors, LLC	Backup Material
Exhibit I - Professional Services Agreement - Scope of Services	Backup Material
Exhibit II - Excel Contractors LLC Proposal for Emergency Rental Assistance Program Administrative Services	Backup Material
Exhibit III - Certification Regarding Lobbying	Backup Material
Exhibit IV - Federal Contracting Requirements	Backup Material

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF CUMBERLAND
AND
EXCEL CONTRACTORS, LLC**

THIS AGREEMENT, entered into this _____ day _____ of, **2021** by and between the COUNTY OF CUMBERLAND (hereinafter referred to as COUNTY), a body politic and corporate of the State of North Carolina, and EXCEL CONTRACTORS, LLC., a consulting firm located at 2803 Slater Road Suite 205, Morrisville, NC 27560 hereinafter referred to as CONTRACTOR;

WHEREAS, the COUNTY, was awarded funding by the U.S. Department of Treasury to implement the Emergency Rental Assistance Program (the "Program") established by section 501 of Division N of the consolidated Appropriations Act, 2021, Pub. L. No 116-260 (December 27, 2020).

WHEREAS, the local community has been negatively impacted by the COVID-19 pandemic causing economic hardship;

WHEREAS, the COUNTY is in need services from a Contractor to administer the Emergency Rental Assistance Program in accordance with the statutes, program policies and procedures;

WHEREAS, the CONTRACTOR has the required experience and skill in providing such services;

WHEREAS, the COUNTY and the CONTRACTOR desire to enter into a Professional Services Agreement for the provision of these services by the CONTRACTOR to the COUNTY for a fee; and

WHEREAS, funds are available in the FY 2021 COUNTY budget for such independent CONTRACTOR services.

NOW THEREFORE, the parties agree to the following terms and conditions:

1. **AGREEMENT:** The COUNTY agrees to purchase, and CONTRACTOR agrees to provide specific services on the terms set forth herein.
2. **TERM OF AGREEMENT:** This agreement shall begin **April 12, 2021** and end **December 31, 2021**, unless sooner terminated. The COUNTY, in its discretion, may terminate this contract at any time prior to its normal expiration date upon 30 days advance written notice to the CONTRACTOR.
3. **SERVICES TO BE PERFORMED:** CONTRACTOR agrees to perform and provide the services as outlined in Exhibit I. CONTRACTOR agrees to notify the Director of Cumberland County Community Development Department in writing immediately of any change in the type or level of services to be performed, or the individuals involved in the provision of said services.
4. **PAYMENT:** CONTRACTOR will be paid a fee for its administrative services in the amount of 9.5% of the total amount of assistance CONTRACTOR provides to eligible subrecipients under the Program. The estimated total amount of Program funds is \$3,735,545, to include the amount of the administrative fee and assistance funds. CONTRACTOR shall submit invoices and supporting documentation to Cumberland County Community Development for services rendered and completed in accordance with the CONTRACTOR'S proposal attached as Exhibit II and incorporated herein. This Section 4 supersedes any provision contained in Exhibit II which is inconsistent with the language in this Section 4.

5. **ASSIGNMENT:** The CONTRACTOR shall not assign all or any part of its contract rights under this Agreement, or delegate any performance, or subcontract, without first obtaining the COUNTY'S written approval.
6. **COMPLIANCE WITH LAW:** CONTRACTOR agrees to comply with all requirements of any government or agency thereof which now governs or may hereafter govern any performance under this Agreement, including, but not limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment and non-discrimination laws, and any other applicable law.
7. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
8. **INDEPENDENT CONTRACTOR:** CONTRACTOR is an independent contractor. CONTRACTOR is not an agent, officer, or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY.
9. **INDEMNITY:** CONTRACTOR agrees to defend and indemnify the COUNTY and its officers, agents, and employees against any claims, charges, damages, costs, expenses (including counsel fees), fines, judgments, penalties, liabilities, or losses of any kind or nature whatsoever resulting from, arising out of, related to, or in connection with injury to any person or damage to any property caused, by the CONTRACTOR's acts or failure to act in performing its obligations under this Agreement.
10. **NON-APPROPRIATION CLAUSE:** If grants and appropriations of money to conduct and administer the presently scheduled programs are lawfully reduced, terminated, or not executed, or it is deemed in the public interest and necessary for the health, safety, or welfare of the public to so reduce, terminate, and so execute these scheduled services, the COUNTY at its option, has the right to terminate this Agreement effective upon the last day of services received. The COUNTY shall give the CONTRACTOR written notice of a termination under the provisions of this paragraph immediately upon receipt of actual notice by the COUNTY of a reduction, termination, or decision not to execute the grants or appropriations of money for the scheduled services, or any other necessity to reduce, terminate, or not execute the services. Following the effective date of such termination the COUNTY shall have no further obligation to make any payments.
11. **DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS.** CONTRACTOR agrees to and shall comply with the federal requirements found at 2 CFR Part 2424 on prohibiting the use of debarred, suspended, or ineligible contractors.
12. **DRUG FREE WORKPLACE.** CONTRACTOR agrees to implement and comply with HUD's regulations at 2 CFR Part 2429, pertaining to The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.), in its performance of this contract.
13. **CONFLICT OF INTEREST.** No Member, Officer, or Employee of the CONTRACTOR, any Member of a Local Governing Body of the locality in which the program is situated, or any other public official of such locality or localities, who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, either directly or indirectly, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials shall be similarly barred from having any financial interest in the program. The CONTRACTOR shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
14. **NONDISCRIMINATION ON THE BASIS OF DISABILITY.** As required by Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled person shall, on the basis of disability, be

excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from this contract.

15. **NONDISCRIMINATION ON BASIS OF AGE.** As required by the Age Discrimination Act of 1975, as amended, no qualified person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity, which receives or benefits from federal financial assistance.
16. **NONDISCRIMINATION CLAUSE – SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall on the grounds of race, color, national origin, familial status, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this Title.
17. **ACCESS TO RECORDS AND RECORD RETENTION CLAUSE.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five (5) years following close out in compliance with 4 NCAC 19L.0911, Record keeping. The Secretary of the Department of Commerce, the Secretary of the Department of Housing and Urban Development, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the COUNTY which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts, and transcriptions, in compliance with the above rule.
18. **NOTICES:** Any notices to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the others.

COUNTY:

Delores "Dee" Taylor, Director
Cumberland County Community Development
707 Executive Place
Fayetteville, NC 28305
Telephone: (910) 323-6112
Fax: (910) 323-6114

CONTRACTOR:

Matthew Shoriak, Executive Vice President
Excel Contractors, LLC.
8641 United Plaza Blvd
Baton Rouge, LA
Telephone: (225)408-1300
Fax: (225) 408-1600

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

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

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

- 20. HOLD HARMLESS:** CONTRACTOR will hold harmless, defend, and indemnify the COUNTY from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of CONTRACTOR performance or nonperformance of the services or subject matter called for in this Agreement.
- 21. AMENDMENTS:** The COUNTY or CONTRACTOR may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the COUNTY's governing body. Such agreements will not invalidate this Agreement, nor relieve or release the COUNTY or CONTRACTOR from its obligations under this Agreement.

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

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

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

- 23. SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby, and all other parts of this Agreement will nevertheless be in full force and effect.
- 24. NON-APPROPRIATION CLAUSE:** If appropriations of money to conduct and administer the presently scheduled program are lawfully reduced or terminated, or it is deemed in the public interest and necessity for the health, safety, or welfare of the public to so reduce or terminate this scheduled program, COUNTY, at its option, has the right to terminate this Agreement effective upon the end of any fiscal year. The COUNTY will give CONTRACTOR written notice of termination under the provisions of this paragraph immediately upon receipt of actual notice by the COUNTY of a reduction or termination of appropriations of money for the scheduled program, or any other necessity to reduce or terminate the program. Following the effective date of such termination the COUNTY will have no further obligation to make any payments; the COUNTY will have no right to recover any payments heretofore paid which were due and payable prior to the effective date of such termination.

- 25. IRAN DIVESTMENT ACT CERTIFICATION:** Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.
- 26. E-VERIFY:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- 27. INCORPORATED DOCUMENTS:** The following documents or Exhibits to this contract are hereby made a part of this Contract and fully incorporated herein by reference, and compliance with the applicable provisions of these documents or Exhibits is a condition of this Contract.
- Exhibit I: Scope of Services.
 - Exhibit II: Excel Contractors, LLC. - Proposal for Emergency Rental Assistance Program Administration Services
 - Exhibit III: Certification Regarding Lobbying; and
 - Exhibit IV: Federal Contracting Requirements.

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

COUNTY OF CUMBERLAND

ATTEST:

BY: _____

BY: _____

CHARLES EVANS, BOARD CHAIR

DATE: _____

[COUNTY SEAL]

EXCEL CONTRACTORS, LLC.

ATTEST:

BY: _____

BY: _____

MATTHEW SHORIAK, EXECUTIVE VICE PRESIDENT DATE

PRE-AUDIT CERTIFICATE:

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

By: _____

Finance Director

Date

APPROVED FOR LEGAL SUFFICIENCY:

By: _____

County Attorney

Date

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State, do hereby certify that _____, personally came before me this day and acknowledged that she/he is an _____ of **EXCEL CONTRACTORS, LLC**, a not for profit corporation of the State of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporation seal and attested by her as its employee.

WITNESS my hand and notarial seal this the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:_____.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

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

WITNESS my hand and notarial seal this the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT I
SCOPE OF SERVICES

The local community has been negatively impacted by the COVID-19 pandemic causing economic disruption. The City of Fayetteville and County of Cumberland is seeking proposals from qualified, licensed, and insured entities to administer the Emergency Rental Assistance Program in accordance with the statutes, program policies and procedures, and the Scope of Work outlined in this section. The selected firm must demonstrate it has the capacity to manage a high volume of applications submitted from local residents. The selected firm must also have the capacity to perform required task that will involve application intake, eligibility determination, assessments of need for assistance, counseling and case management, payment processing, record-keeping and reporting, and provide training to staff to complete these tasks.

The selected firm will be expected to:

A. Implement the Program

- Set up a call center and have the ability to train staff;
- Create an online and mail-in application process using a template that captures all required information needed to determine eligibility;
- Implement an effective outreach and marketing plan to ensure residents throughout the geographic service area are able to access assistance;
- Conduct initial briefings;
- Conduct intake appointments (remote and in-person) for prospective applicants seeking assistance, including application eligibility screening, income calculation and document verification;
- Assist applicants with submission of documentation;
- Work closely with landlords, utility companies, and other partnering agencies and referral agencies;
- Process reexaminations, including collection and review of required documentation, income calculation, calculation of tenant;
- Respond to client questions according to applicable regulation and local policies;
- Assist landlords and other entities with the process when submitting applications on behalf of the household;
- Accurately documenting all processes and communications in the appropriate electronic file;
- Have adequate financial system to process payments expeditiously, track and monitor transactions and meet reporting and auditing requirements;
- Maintain records of transactions and program participants assisted;
- Create and maintain a City and County funding stream, tracking expenditures, and payment progress;
- Generate and submit weekly progress reports to the City and County staff that includes, but not limited to: household demographic information, services rendered, cost of services rendered, and number of households served in the City and County;
- Apply program guidelines when making payments to the landlords, owners, and utility companies on behalf of the eligible household; and
- Submit to routine audits to ensure that all program guidelines are being followed as outlined by federal and local government agencies.

B. Determine Household Eligibility

Program funds must be used for rent, rental arrears, utilities and home energy costs, utilities and home energy arrears, and other expenses related to housing incurred directly or indirectly due to the pandemic. A portion (10%) of the funds may be used for housing stability services, including case management or other services related to the COVID-19 pandemic, and the administration of the program. Program funds must benefit eligible households that meet the following criteria:

- Household income must be at or below 80% of the Area Median Income (AMI) established by the U.S. Department of Housing and Urban Development;
- At least one individual in each household qualifies for unemployment benefits, or experienced a reduction in income, or has incurred significant costs, or experienced other financial hardship due directly or indirectly to the COVID-19 pandemic;
- Can demonstrate a risk of experiencing homelessness or housing instability which may include:
 - A past due utility/rent notice or an eviction notice;
 - Unsafe or unhealthy living conditions;
 - Any other evidence of such risk as determined by the grantee;
- Households whose income is at or below 50 percent of the AMI or where persons have been unemployed for the 90 days prior to application will be given priority; and
- Households must be checked for duplication of benefits to ensure there is an unmet need.

C. Use an Application Process and Grant Management System

The selected firm must develop and utilize an application process that meets statutes and program requirements. In addition, the firm will be expected to:

- Utilize a software system that specializes in application processing and grant management and that will be able to generate the required reports;
- Collect household and other data to include, but not be limited to:
 - Number of applications received for the City and County;
 - Household demographics such as gender, race, and ethnicity;
 - Address of the rental unit;
 - Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider;
 - Amount and percentage of monthly rent covered by the program;
 - Amount and percentage of separately-stated utility and home energy costs covered by the program;
 - Total amount of each type of assistance (e.g. rent, rental arrears, utilities, etc.) provided to each household;
 - Amount of outstanding rental arrears for each household;
 - Number of months of rental payments and number of months of utility payments for which assistance is provided; and
 - Household income and number of individuals in the household.

All services shall be provided in accordance with all applicable laws and in a manner consistent with industry best practices.

EXHIBIT I
SCOPE OF SERVICES

The local community has been negatively impacted by the COVID-19 pandemic causing economic disruption. The City of Fayetteville and County of Cumberland is seeking proposals from qualified, licensed, and insured entities to administer the Emergency Rental Assistance Program in accordance with the statutes, program policies and procedures, and the Scope of Work outlined in this section. The selected firm must demonstrate it has the capacity to manage a high volume of applications submitted from local residents. The selected firm must also have the capacity to perform required task that will involve application intake, eligibility determination, assessments of need for assistance, counseling and case management, payment processing, record-keeping and reporting, and provide training to staff to complete these tasks.

The selected firm will be expected to:

A. Implement the Program

- Set up a call center and have the ability to train staff;
- Create an online and mail-in application process using a template that captures all required information needed to determine eligibility;
- Implement an effective outreach and marketing plan to ensure residents throughout the geographic service area are able to access assistance;
- Conduct initial briefings;
- Conduct intake appointments (remote and in-person) for prospective applicants seeking assistance, including application eligibility screening, income calculation and document verification;
- Assist applicants with submission of documentation;
- Work closely with landlords, utility companies, and other partnering agencies and referral agencies;
- Process reexaminations, including collection and review of required documentation, income calculation, calculation of tenant;
- Respond to client questions according to applicable regulation and local policies;
- Assist landlords and other entities with the process when submitting applications on behalf of the household;
- Accurately documenting all processes and communications in the appropriate electronic file;
- Have adequate financial system to process payments expeditiously, track and monitor transactions and meet reporting and auditing requirements;
- Maintain records of transactions and program participants assisted;
- Create and maintain a City and County funding stream, tracking expenditures, and payment progress;
- Generate and submit weekly progress reports to the City and County staff that includes, but not limited to: household demographic information, services rendered, cost of services rendered, and number of households served in the City and County;
- Apply program guidelines when making payments to the landlords, owners, and utility companies on behalf of the eligible household; and
- Submit to routine audits to ensure that all program guidelines are being followed as outlined by federal and local government agencies.

B. Determine Household Eligibility

Program funds must be used for rent, rental arrears, utilities and home energy costs, utilities and home energy arrears, and other expenses related to housing incurred directly or indirectly due to the pandemic. A portion (10%) of the funds may be used for housing stability services, including case management or other services related to the COVID-19 pandemic, and the administration of the program. Program funds must benefit eligible households that meet the following criteria:

- Household income must be at or below 80% of the Area Median Income (AMI) established by the U.S. Department of Housing and Urban Development;
- At least one individual in each household qualifies for unemployment benefits, or experienced a reduction in income, or has incurred significant costs, or experienced other financial hardship due directly or indirectly to the COVID-19 pandemic;
- Can demonstrate a risk of experiencing homelessness or housing instability which may include:
 - A past due utility/rent notice or an eviction notice;
 - Unsafe or unhealthy living conditions;
 - Any other evidence of such risk as determined by the grantee;
- Households whose income is at or below 50 percent of the AMI or where persons have been unemployed for the 90 days prior to application will be given priority; and
- Households must be checked for duplication of benefits to ensure there is an unmet need.

C. Use an Application Process and Grant Management System

The selected firm must develop and utilize an application process that meets statutes and program requirements. In addition, the firm will be expected to:


- Utilize a software system that specializes in application processing and grant management and that will be able to generate the required reports;
- Collect household and other data to include, but not be limited to:
 - Number of applications received for the City and County;
 - Household demographics such as gender, race, and ethnicity;
 - Address of the rental unit;
 - Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider;
 - Amount and percentage of monthly rent covered by the program;
 - Amount and percentage of separately-stated utility and home energy costs covered by the program;
 - Total amount of each type of assistance (e.g. rent, rental arrears, utilities, etc.) provided to each household;
 - Amount of outstanding rental arrears for each household;
 - Number of months of rental payments and number of months of utility payments for which assistance is provided; and
 - Household income and number of individuals in the household.

All services shall be provided in accordance with all applicable laws and in a manner consistent with industry best practices.

EXHIBIT II

EXCEL CONTRACTORS, LLC.

PROPOSAL FOR EMERGENCY RENTAL ASSISTANCE PROGRAM ADMINISTRATION SERVICES



WE DELIVER EXCELLENCE

EXCEL

EXCEL CONTRACTORS, LLC | 8641 UNITED PLAZA BLVD., BATON ROUGE, LA 70809
225-408-1300 | RECOVERYGROUP@EXCELUSA.COM

21-21-CD Emergency Rental Assistance Program Administration Services

February 26, 2021

A Proposal for

Fayetteville Economic and Community Development Department

433 Hay Street, Fayetteville, NC 28301

and

Cumberland County Community Development Department

707 Executive Place, Fayetteville, NC 28305



**RAPID
RESPONSE**



**EMERGENCY
CONSTRUCTION**



**RECOVERY
CONSTRUCTION**



**RECOVERY
SUPPORT**



**PREPAREDNESS
SUPPORT**

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: EXCEL Contractors, LLC

The undersigned hereby certifies that: [check all applicable boxes]

☒ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: April 2019

☒ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☒ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☒ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☒ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:



Signature

02.24.21

Date

Matthew Shoriak,

Printed Name

Executive Vice President

Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT E: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of North Carolina County of Cumberland

Matthew Shoriak, being first duly sworn, deposes and says that:

1. He/She is the Executive Vice President of EXCEL Contractors, LLC, the proposer that has submitted the attached proposal.
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham proposal.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Matthew Shoriak

Printed Name: Matthew Shoriak

Title: Executive Vice President

Date: 02.24.21

Subscribed and Sworn to Before Me,

This 24th day of February, 2021

Notary Public Valerie Legé Mayhall

My Commission Expires: 10 March





these funds are, they can also add increased strain on local government. If awarded this contract, The EXCEL Team will work with the City of Fayetteville and the County of Cumberland to ease this burden so that your entire community can begin its recovery.

EXCEL is fully registered, licensed, insured, and able to do business in the State of North Carolina. We acknowledge that the Response is based on the terms set forth in the RFP and all amendments.

Your consideration of our response is greatly appreciated. We are confident you will see that the EXCEL Team is well-suited to execute this work with efficiency and excellence. I, Matt Shoriak, am authorized to represent EXCEL Contractors, LLC as the Executive Vice President. We appreciate the opportunity to serve as your partner through the end of this and any future recovery efforts. For next steps or any questions or concerns, please contact Teresa Carter at 919-291-6808 or email (recoverygroup@excelusa.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew Shoriak".

Matthew J. Shoriak
Executive Vice President
Excel Contractors, LLC
8641 United Plaza Blvd., Baton Rouge, LA 70809
recoverygroup@excelusa.com
225-408-1300

WE DELIVER EXCELLENCE

EXCEL

EXCEL CONTRACTORS, LLC | 8641 UNITED PLAZA BLVD., BATON ROUGE, LA 70809
225-408-1300 | RECOVERYGROUP@EXCELUSA.COM

21-21-CD Emergency Rental Assistance Program Administration Services

February 26, 2021

A Proposal for

Fayetteville Economic and Community Development Department

433 Hay Street, Fayetteville, NC 28301

and

Cumberland County Community Development Department

707 Executive Place, Fayetteville, NC 28305



**RAPID
RESPONSE**



**EMERGENCY
CONSTRUCTION**



**RECOVERY
CONSTRUCTION**



**RECOVERY
SUPPORT**



**PREPAREDNESS
SUPPORT**

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION


In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- X The City and County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the City's and County's discretion if the omitted information is considered a minor deviation or omission. The City and County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the City and County determines it is in its best interest to do so, the City and County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- X This proposal was signed by an authorized representative of the Contractor.
- X The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X All labor costs associated with this project have been determined, including all direct and indirect costs.
- X The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- X Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Fayetteville City Council and Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: EXCEL Contractors, LLC		
STREET ADDRESS: 2803 Slater Rd Suite 205	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP: Morrisville, NC 27560	TELEPHONE NUMBER: 225-408-1300	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10): 8641 United Plaza Blvd. Baton Rouge, LA 70809		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Matthew Shoriak, Executive Vice President	FAX NUMBER: 225-408-1600	
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 02.24.21	EMAIL: mshoriak@excelusa.com

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: EXCEL Contractors, LLC

The undersigned hereby certifies that: [check all applicable boxes]

- ☒ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: April 2019

- ☒ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☒ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

- ☒ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

- ☒ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☒ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:



Signature

02.24.21

Date

Matthew Shoriak,

Printed Name

Executive Vice President

Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT D: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, EXCEL Contractors, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Matthew Shoriak, Executive Vice President

Name and Title of Contractor's Authorized Official

02.24.21
Date

ATTACHMENT E: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of North Carolina County of Cumberland

Matthew Shoriak, being first duly sworn, deposes and says that:

1. He/She is the Executive Vice President of EXCEL Contractors, LLC, the proposer that has submitted the attached proposal.
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham proposal.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Matthew Shoriak

Printed Name: Matthew Shoriak

Title: Executive Vice President

Date: 02.24.21

Subscribed and Sworn to Before Me,

This 24th day of February, 2021

Notary Public Valerie Legé Mayhall

My Commission Expires: no date





February 26, 2021

Dee Taylor
Director
Cumberland County Community Development
707 Executive Place
Fayetteville, NC 28305

RE: 21-21-CD Emergency Rental Assistance Program Administration Services

Dear Ms. Taylor,

Excel Contractors, LLC (EXCEL) is pleased to submit the enclosed response for the request for proposal 21-21-CD for Emergency Rental Assistance Program (ERAP) Administration Services. The EXCEL Team intends to aid the City of Fayetteville and the County of Cumberland to administer their ERAP and quickly execute the full scope of this RFP. We have assembled a highly qualified team of industry-leading experts with a history of diverse federal and state program management and first-hand management experience in ERAPs. EXCEL's team also provides access to customized software specifically designed for the management and organization of HUD and other housing grant programs. Our teaming partner, Capital Access, is presently managing multiple existing ERAPs and has gained invaluable insight into the extreme complexity of the program. We are confident that our years of experience and expert knowledge of federally funded programs, including the CARES Act, and HUD CDBG, CDBG-DR, and CDBG-CV, make us the ideal team to effectively assist your residents in this unprecedented time of need.

We have developed a strategic team of consultants to meet the requirements of this RFP led by our North Carolina-based staff. Our proposed Project Manager, Teresa Carter, has over 32 years of experience working with FEMA and North Carolina state emergency management. Ms. Carter and her EXCEL staff bring years of experience in grant management, federally funded housing programs, and long-term recovery efforts for state and local levels of government. Our teaming partner, Capital Access, has successfully implemented several ERAPs since the COVID crisis began in early 2020 and has developed the software that is currently being used to manage these programs. Capital Access Project and Grants Management Services (CAPGMS) system was designed specifically to help improve the organization and implementation of community development grant programs. Developed within the Microsoft Office 365 Platform, CAPGMS offers universal compatibility and the ability to bridge with existing accounting systems for quick project implementation. CAPGMS provides grant management tools, project tracking, and reporting to help simplify any audit, retainage, reconciliation, or closeouts required by state and federal agencies. If the City of Fayetteville and County of Cumberland selects our team, they will have complete use of this proven CAPGMS system and the expert staff to utilize it.

The EXCEL Team understands the strain COVID-19 has put on all aspects of life across the United States and beyond. However, it is the individuals and local governments that have been hit the hardest. With the average American having little to no savings and supporting their family's paycheck-to-paycheck the number of evictions and homelessness has exponentially risen across the Country. With more and more businesses closing and rising unemployment rates burdening our economy and local governments, federally funded programs such as ERAP, are essential for our local communities and our nation's long-term recovery. However, as beneficial as



Dee Taylor
21-21-CD Emergency Rental Assistance Program Administration Services
February 26, 2021
Page 2

these funds are, they can also add increased strain on local government. If awarded this contract, The EXCEL Team will work with the City of Fayetteville and the County of Cumberland to ease this burden so that your entire community can begin its recovery.

EXCEL is fully registered, licensed, insured, and able to do business in the State of North Carolina. We acknowledge that the Response is based on the terms set forth in the RFP and all amendments.

Your consideration of our response is greatly appreciated. We are confident you will see that the EXCEL Team is well-suited to execute this work with efficiency and excellence. I, Matt Shoriak, am authorized to represent EXCEL Contractors, LLC as the Executive Vice President. We appreciate the opportunity to serve as your partner through the end of this and any future recovery efforts. For next steps or any questions or concerns, please contact Teresa Carter at 919-291-6808 or email (recoverygroup@excelusa.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew Shoriak".

Matthew J. Shoriak
Executive Vice President
Excel Contractors, LLC
8641 United Plaza Blvd., Baton Rouge, LA 70809
recoverygroup@excelusa.com
225-408-1300

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EXCEL CONTRACTORS, LLC | 8641 UNITED PLAZA BLVD., BATON ROUGE, LA 70809
225-408-1300 | RECOVERYGROUP@EXCELUSA.COM

Section 1: Firm Information

1 – Firm Information

Legal Name

Excel Contractors, LLC

Contact Information

Headquarters



8641 United Plaza Blvd.,
Baton Rouge, LA 70809
Tel: 225-408-1300 | Fax: 225-408-1600

North Carolina Office



2803 Slater Rd., Suite 212,
Morrisville, NC 27560
Tel: 919-291-6808

Type of Entity

Excel Contractors, LLC (EXCEL) is a U.S. limited liability company established in 1983 and incorporated in the state of Louisiana.

Personnel Authorized to Execute Contract

Matthew Shoriak, Executive Vice President
Tel: 225-408-1381
recoverygroup@excelusa.com

Firm Overview

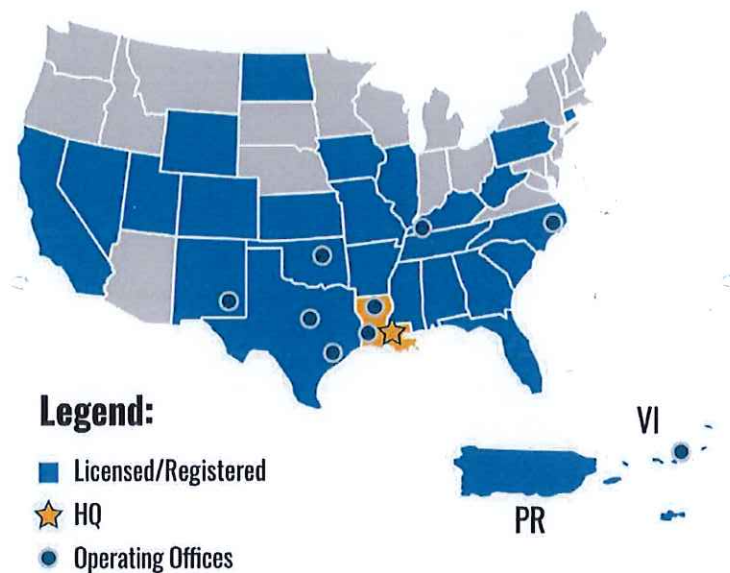


EXCEL is a premier provider of Emergency Management and Disaster Recovery, Project Management, Construction, Fabrication, Maintenance and Turnaround services. Since our founding nearly 40 years ago, our focus on building long-term relationships with our customers has helped us become one of the most trusted providers.

EXCEL understands the challenges and constraints of North Carolina's response and recovery efforts and, if selected, will prove to be a valuable partner, as evidenced throughout this response. As a result of our first-hand experience responding to emergencies and disasters through similar programs, coupled with our nearly 40 years of experience performing a multitude of related construction services, EXCEL understands the imperative to progress expediently and effectively in order to timely complete this project. EXCEL is currently working with the North Carolina Office of Recovery and Resiliency (NCORR) as a prime construction manager for the ReBuild North Carolina construction program throughout the eastern portion of the state, and previously worked as a prime contractor on the NC STEP program in New Bern, NC, and the surrounding areas. In each program, we have progressed expediently and provided results to the State and North Carolina residents. Growing our presence in the state, we recently opened a satellite office in Raleigh to support this and other projects in the area, for years to come.

Through EXCEL's history, the firm has earned a well-deserved reputation of stability and capability of handling the most difficult assignments that meet expectations, solve problems, within schedule and budget.

The strength of the proposed EXCEL Team for this project lies in the depth of personnel experience, the breadth of technical skill, and the availability of proven system resources to successfully support this assignment, discussed throughout this response. While our size provides our clients with the resources of similar large construction firms, EXCEL also provides complementary professional services, exceeding the capacity of local consulting firms. EXCEL frequently partners with local firms, minority and woman-owned businesses, and other disadvantaged business entities throughout project delivery. Further, we commit to providing care to the communities we serve through donation drives, blood drives, toy drives and other events intended to support the communities where we work. We are committed to the areas we serve.



Legend:

- Licensed/Registered
- ★ HQ
- Operating Offices

Figure 1: EXCEL Locations

A key to our success is EXCEL's emphasis on strong project management, designed to meet client needs with responsive performance while delivering quality service and products. Our in-depth understanding of business, community, recovery, environmental, technical, and political factors enable us to advance projects forward as efficiently as possible.

EXCEL provides national emergency management and disaster response and recovery services to ensure we support clients in planning, responding, and recovering from the effects of natural or man-made events. Our core personnel have provided emergency management and recovery services for events that have affected areas throughout the United States since 1989 to present day, including, but not limited to:

- Loma Prieta earthquake
- Hurricane Floyd
- Hurricane Dennis
- Hurricane Katrina
- Hurricane Rita
- Hurricane Wilma
- Groundhog Day Tornadoes (2007)
- Haiti Earthquake
- Deepwater Horizon Oil Spill
- Superstorm Sandy
- Hurricane Matthew
- Hurricane Irma
- Hurricane Maria
- Hurricane Harvey
- Hurricane Florence
- Hurricane Michael
- California Camp Fire
- Hurricane Laura
- Hurricane Delta
- COVID-19 pandemic

Key Subcontract Partner: Capital Access

As requested in the RFP, a firm introduction for our key subcontract partner Capital Access, is provided in Section 7. Coupled with our experience, this collective EXCEL Team is capable, committed, experienced and ready to provide the City/County with services that provide the entire scope of services requested in the RFP.

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EXCEL

EXCEL CONTRACTORS, LLC | 8641 UNITED PLAZA BLVD., BATON ROUGE, LA 70809
225-408-1300 | RECOVERYGROUP@EXCELUSA.COM

Section 2: Brief History, Qualifications, and Experience

2 – Brief History, Qualifications, and Experience

EXCEL and its team of subcontractors have obtained substantial relevant experience in many similar programs, across the spectrum of program management for disaster recovery, emergency management for more traditional events, as well as experience related to the current COVID-19 pandemic and related grant programs, including direct experience managing Treasury-funded emergency rental aid programs intended to stimulate local economies in the wake of this pandemic. Specific to the request of the City/County RFP, EXCEL and its key subcontract partner Capital Access have direct experience in multiple pandemic-related programs. Descriptions of these projects are provided below.

Table 1: Project Experience. These projects are similar in scope to the services requested in this RFP. Full project descriptions are provided on the following pages.

Project	Description of Work	Duration	Firm
A. Hillsborough County, FL CARES Rent and Mortgage Assistance Program	CDBG-CV Rental and Mortgage Assistance Grant and Program Management	November 2020 – Present	Capital Access (Prime)
B. St. Johns County, FL COVID Emergency Back to Business Program	CDBG-CV Business Grant and Program Management	November 2020 – Present	Capital Access (Prime)
C. City of Gainesville, FL GNVCares About Neighbors and GNVCares About Business Emergency Assistance Grants	CDBG-CV Business Grant and Program Management	April 2020 to Present	Capital Access (Prime)
D. Clay County, FL Voluntary Home Buyout Program	CDBG-DR Buyout Program and Grant Management	July 2020 – Present	EXCEL (Prime)
E. Bonita Springs, FL HMGP and Voluntary Home Buyout Program Grant Application	CDBG-DR and FEMA 404 Hazard Mitigation Grant and Program Management	July 2020 – Present	EXCEL (Prime)
F. Florida DEO ReBuild Florida Residential Permanent Repair Program	HUD CDBG-DR Construction and Program Management	2019 – Present	EXCEL (Prime)
G. North Carolina Office of Resiliency & Recovery (NCORR) ReBuild North Carolina Housing Permanent Construction – Residential Rehabilitation	HUD CDBG-DR Construction and Program Management	2019 – Present	EXCEL (Prime)

Project	Description of Work	Duration	Firm
H. NCORR ReBuild North Carolina Housing Permanent Construction – Mobile Homes	HUD CDBG-DR Construction and Program Management	September 2020 – July 2021	EXCEL (Prime)
I. Michigan NSP2 Consortium Project and Grants Management and Closeout Services	HUD Neighborhood Stabilization Program Management	December 2016 - April 2017	Capital Access (Prime)
J. Pennsylvania Department of Community and Economic Development - Dauphin, Luzerne, Wyoming Counties URA Tenant Relocation Services Manager	CDBG-DR Buyout Program and Grant Management	January 2017 - 2019	Capital Access (Prime)
K. States of North Carolina, Georgia, Missouri, Florida, and the City of Columbia, SC Multi-Family Program Needs Assessment, Program Design and Policy Guidance	CDBG-DR Program Management, Multiple HUD Allocations	2015 - Present	Capital Access (Prime)

A. COVID HC-CARES Rent and Mortgage Assistance Program

Hillsborough County

Hillsborough County, Florida

Timeline	November 16, 2020 - January 15, 2021
Funding	CDBG-CV
Firm	Capital Access (Prime)

Personnel	Jeremey Newberg, Dayatra Coles, Kent Buhl, Katrina Sommer, Kathryn Mayrose, Laura Roeder, and 8 Case Managers and Quality Control Manager
------------------	---

PROJECT OVERVIEW

\$1.5 million HC-CARES Rent and Mortgage Assistance program for Hillsborough County, Florida which provided grants for past due rent or mortgage payments. We administered this program remotely in collaboration with County Housing staff serving households in the Tampa Bay Metro area. From mid-November to end of December 2020 we developed program design, online application, verification review template and programmed modifications to CAPGMS platform to process 659 applications in six (6) weeks. For the HC-CARES program we managed all marketing and community outreach as well as application reviews, grant

agreement generation and payment of grants in accordance with Treasury CARES Act rules. November 2020 through February 2021. Completing final funding of grants.

PROJECT REFERENCE

Michelle Boone, MPA
Managing Director, Affordable Housing Services,
Hillsborough County
601 E. Kennedy Blvd., 24th Floor
Tampa, FL 33602
BooneM@HCFLGov.net
 813-274-6842

B. COVID Emergency Back to Business Program

St. John County

St. Johns County, Florida

Timeline	November 16, 2020 - January 15, 2021
Funding	CDBG-CV
Firm	Capital Access (Prime)

Personnel	Jeremey Newberg, Dayatra Coles, Kent Buhl, Katrina Sommer, Kathryn Mayrose, Laura Roeder, and 8 Case Managers and Quality Control Manager
------------------	---

PROJECT OVERVIEW

Capital Access utilized the Capital Access Projects and Grants Management Services (CAPGMS) platform to manage the delivery of St. Johns County Back to Business, which provided rental and operating assistance to businesses affected by COVID-19. In addition to providing compliance, financial and project management services for the program, Capital Access assisted St. Johns County with amendment of its 2019 and 2020 Action Plans to address deployment of its CDBG-CV funds.

St. Johns County successfully provided \$2.075 million in CDBG-CV and CARES Act funds for working capital grants to 211 businesses that suffered economic disruption and loss due to the COVID-19 pandemic.

PROJECT REFERENCE

Michelle Boone, MPA
Managing Director, Affordable Housing Services,
Hillsborough County
601 E. Kennedy Blvd., 24th Floor
Tampa, FL 33602
BooneM@HCFLGov.net
813-274-6842

C. GNVcares About Neighbors and GNVcares About Business Emergency Assistance Grants

City of Gainesville

Gainesville, Florida

Timeline	April 2020 - Present
Funding	CDBG-CV
Firm	Capital Access (Prime)

Personnel	Jeremey Newberg, Dayatra Coles, Kent Buhl, Katrina Sommer, Kathryn Mayrose, Laura Roeder, and 8 Case Managers and Quality Control Manager
------------------	---

PROJECT OVERVIEW

The CAPGMS Team managed delivery of GNV Cares about Neighbors, a short-term rental, mortgage, and utility assistance program, and GNV Cares about Business, which provided grants to eligible businesses for rent, overhead and operating expenses. Capital Access provided compliance, financial and project management services for both programs, which were primarily funded with CDBG-CV funds.

Gainesville successfully provided emergency assistance to 600 Gainesville residents and 140 Gainesville businesses that suffered economic disruption due to COVID-19.

PROJECT REFERENCE

Deborah Bowie

Assistant City Manager

bowiedv@cityofgainesville.org

352-393-5010

D. Voluntary Home Buyout Program Management

Clay County Emergency Management

Clay County, Florida



Hurricane Irma Flooding in Clay County. Majority of flooding occurred along Black Creek which is where the VHBO project is focused.

Timeline	July 2020 - present
Funding	HUD CDBG-DR – 2017 Hurricane Irma
Firm	EXCEL (Prime)

Personnel	Shanti Smith-Copeland, Alexandra Boswell, Patricia White
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PROJECT OVERVIEW

EXCEL is currently providing CDBG-DR program administration services to Clay County, FL for a \$5 million Voluntary Home Buyout grant program. Similar to FEMA PA grant administration, services provided include program design and implementation, eligibility review and analysis, environmental review records, scope, and feasibility analysis, historic preservation compliance analysis, contractor procurement, and compliance, bid tabulations, construction oversight, and monitoring, duplication of benefits analysis, administration of contractors, grant documentation, federal law compliance, state compliance, data monitoring, schedule monitoring, budgeting and cost controls, and closeout documentation.

As prime contractor, under its current contract with Clay County, EXCEL began managing the County's \$5 million CDBG-DR Voluntary Home Buyout Program, which utilizes federal HUD CDBG-DR allocation funds, as managed by the Florida DEO, to demolish properties that pose a risk to the community. This program permits the County to purchase these properties, allowing the homeowners to relocate to less disaster-prone areas, ultimately converting the existing properties to greenspace.

The EXCEL team has deployed customized software to manage the data and documentation associated with this project, to ensure quality control, cost control, and schedule adherence.

17
HOMES

This project is similar to FEMA PA recovery in that HUD, like FEMA, serves as the overall funding source. Further, the Florida Department of Economic Opportunity provides Grantee-level guidance and procedures for ensuring all grant conditions are met. Finally, all steps must be taken appropriately, including compliance with 2CFR and other grant conditions, to fully obtain all funds before project closeout.

PROJECT CHALLENGES & LESSONS LEARNED

Outreach to homeowners in the targeted area was a major challenge during the application process. The area had a large amount of elderly and low to moderate income households. These households may not have access to internet or social media to know about the program. To reach these homeowners, we decided to do door-to-door canvassing to make sure the most vulnerable population was aware of the opportunity.

\$5 MILLION
GRANT FUNDING

Retaining homeowners due to length of the program process was another issue that we came across during this project. The process is taking longer than anticipated due to various implemented policies, homeowners who were once wanting to be in the program have privately sold their homes. We have been working to try and retain these applicants by ensuring we regularly communicate with them and make sure they understand what the next steps are.

PROJECT REFERENCE

John Ward
Emergency Management Director
2519 State Road 16 W.
Green Cove Springs, FL 32043
john.ward@claycountygov.com
904-278-3761

E. HMGP and Voluntary Home Buyout Program Grant Application

City of Bonita Springs

Bonita Springs, Florida



Hurricane Irma Flooding – photo courtesy Bonita Springs which occurred along the Imperial River and are the neighborhoods which are the focus of the VHBO grant.

Timeline	July 2020 - Present
Funding	CDBG-DR and FEMA 404 Hazard Mitigation
Firm	EXCEL (Prime)

Personnel	Shanti Smith-Copeland, Patricia White, Alexandra Boswell
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PROJECT OVERVIEW

Under prior employment in 2019, Shanti Smith-Copeland supported the City of Bonita Springs through the CDBG-DR Grant Applications and recipient qualifications during which she qualified 42 homeowners and the City received the full \$5 million grant award.

Shanti also assisted the City with HMGP applications for FEMA-4337-DR-FL Hurricane Irma Priority List for the City of Bonita Springs for Logan Boulevard Drainage and Pine Lake Preserve flood control improvements. These grants were worth an additional \$3.2 million.

EXCEL now holds the Program Administration contract with Shanti serving as Project Manager. Currently, the EXCEL team is working with Bonita Springs to manage their CDBG-DR Home

Buyout money that was awarded to the city. They are currently assisting in managing the \$5,000,000 award and processing the homeowners' applications. The management of this money includes keeping track of applicant files and ensuring that the City of Bonita Springs complies with all state and federal processes for the CDBG-DR grant money. We are also under contract to assist with the management of their CDBG-Infrastructure and Mitigation grants.

The EXCEL team will also begin customizing software to manage the data and documentation associated with this project, to ensure quality control, cost control, and schedule adherence. This project is like FEMA PA recovery in that HUD, like FEMA, serves as

the overall funding sources. Further, the Florida Department of Economic Opportunity provides Grantee level guidance and procedures for ensuring all grant conditions are met. Finally, all steps must be taken appropriately, including compliance with 2 CFR and other grant conditions, to fully obtain all funds before project closeout.

PROJECT CHALLENGES & LESSONS LEARNED

Outreach to homeowners in the targeted area was a major challenge during the application process. The area had a large amount of elderly and low to moderate income households. These households may not have access to internet or social media to know about the program. In order to reach these homeowners, we decided to do door-to-door canvassing to make sure the most vulnerable population was aware of the opportunity.

Due to Bonita Springs being a 20% Spanish speaking community, we included multilingual staff at public outreach meetings to ensure inclusion of non-English speaking families. These staff members were available to ensure all homeowners understood the guidelines and requirements of the program.

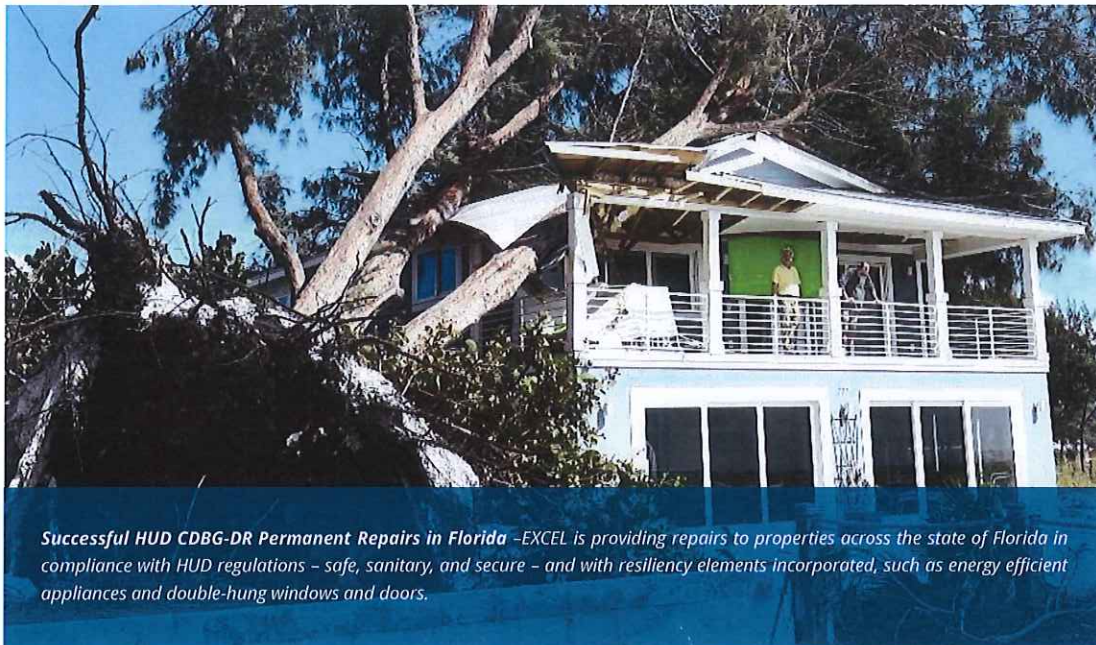
PROJECT REFERENCE

Arleen Hunter
Bonita Springs City Manager
9101 Bonita Beach Rd.
Bonita Springs, FL 34135
Arleen.hunter@cityofbonitasprings.org
239-949-6262

F. ReBuild Florida CDBG-DR Residential Permanent Repair Program Construction Management

Florida Department of Economic Opportunity (FL DEO)

Statewide, Florida



Successful HUD CDBG-DR Permanent Repairs in Florida –EXCEL is providing repairs to properties across the state of Florida in compliance with HUD regulations – safe, sanitary, and secure – and with resiliency elements incorporated, such as energy efficient appliances and double-hung windows and doors.

Timeline	2019 – Present
Funding	HUD CDBG-DR – 2017 Hurricane Irma
Firm	EXCEL (Prime)

Personnel	Hab Karam, Gentry Russo, Michael Hebert
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PROJECT OVERVIEW

Rebuild Florida's Housing Repair and Replacement Program assists low-income homeowners and landlords whose properties were damaged by Hurricane Irma in 2017. Priority in this program is given to households with seniors, households with individuals who have special needs or special accommodations, including individuals with disabilities, and households with homeowners earning less than or equal to 80 percent Area Median Income. Additionally, this program provided priority to households with tenants displaced from Puerto Rico or the U.S. Virgin Islands who permanently resettled in Florida. As of January 2021, EXCEL assignments in this program exceed 110 homes.

EXCEL was selected by the Florida Department of Economic Opportunity to perform residential construction for dozens of damaged properties, including:

- Repairs to, reconstruction, or replacement of homes, including bringing the home into code compliance and providing resiliency for future storms.
- Completion of work to homes that have been partially repaired; and
- Repair or replacement of manufactured and mobile homes.

112
HOMES

75,000
SQUARE FEET

200
PERMITS

Since 2019, EXCEL has been performing construction management and construction activities, utilizing a network of strategic subcontract partners and construction crews. EXCEL is continuously working alongside program stakeholders to understand and meet the program's evolving requirements, including compliance with federal regulations, Section 3 utilization requirements, and minority and woman-owned business utilization.

EXCEL is utilizing a Project Execution Plan, incorporating safety, quality, and program compliance, to ensure production requirements are met. In addition, customized project software has been deployed to track project assignments, permitting, utilization, compliance, permitting, inspections, schedules, costs, overall production, complaints, and warranties, among others. This software provides 24/7 access for all necessary stakeholders. EXCEL is effectively balancing its goals of safety, quality, and client satisfaction alongside program requirements to meet production to successfully deliver assigned scopes within the schedules approved by the program.

PROJECT CHALLENGES & LESSONS LEARNED

Long lead time due to manufacturing delays and material availability of double hung windows presented timing challenges to the EXCEL project team when working toward meeting the program's timelines. Through open and honest communication with program representatives, changes were implemented allowing for alternates to the specifications to allow for reduced delays and increased production capacities.

PROJECT REFERENCE

Andrew Janecek

850-717-8440

Andrew.Janecek@deo.myflorida.com

*107 East Madison St., Caldwell Building,
Tallahassee, FL 3239*

G. ReBuild North Carolina Permanent Residential Construction Management – Rehabilitation Assignments Rehab-04 and Rehab-07

North Carolina Office of Resiliency and Recovery (NCORR)

Statewide, North Carolina



Successful Home Rehabilitation in North Carolina – EXCEL is providing HUD compliant home rehabilitations across coastal North Carolina for over 25 properties, incorporating resilient construction and appropriate upgrades were approved and in compliance with program specifications.

Timeline	2019 – 2021
Funding	HUD CDBG-DR – 2016 Hurricane Matthew
Firm	EXCEL (Prime)

Personnel	Hab Karam, Gentry Russo, Michael Hebert
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PROJECT OVERVIEW

Since 2019, EXCEL has been performing staggered assignment batches of residential construction rehabilitations throughout North Carolina.

Scope includes initial scope alignments, permitting, construction, closeout, warranty, change order management, homeowner temporary relocation, project cost and schedule controls, project management, and information management for more than 25 residential properties throughout the state of North Carolina, as part of the State's Hurricane Matthew HUD CDBG-DR allocation.

EXCEL has deployed multiple crews to execute its assignments. EXCEL utilizes customized project software to track project assignments, schedules, costs, production, complaints, and warranty, among others.

Throughout this program, EXCEL is ensuring compliance with federal regulations and disadvantaged business concern utilization goals.

EXCEL has effectively balanced its goals of safety, quality, and homeowner satisfaction alongside

27
HOMES

45,000
SQUARE FEET

41%
DISADVANTAGED SUBS

programmatic requirements to meet production timelines amid the pandemic.

PROJECT CHALLENGES & LESSONS LEARNED

This project is EXCEL's first CDBG-DR funded construction project. HUD-funded construction has certain utilization goals set by each state in their Action Plan for the disaster. Adapting to the program's requirements, EXCEL immediately implemented a comprehensive Section 3 and M/WBE utilization and hiring plan to aid the state in meeting its goals as illustrated to HUD in its Action Plan.

EXCEL is proud to exceed the utilization goals set by the program to date.

PROJECT REFERENCE

Danny Permar

AECOM (Program Manager)

470-258-9543

Danny.Permar@aecom.com

*1600 Perimeter Park Dr, Ste 400,
Morrisville, NC 27560*



Before



After

H. ReBuild North Carolina Permanent Residential Construction Management – Mobile Home Unit (MHU) Replacement and Elevation Assignment MHU-06

North Carolina Office of Resiliency and Recovery (NCORR)

Statewide, North Carolina



Successful MHU Replacement in North Carolina – At this property, EXCEL provided a full replacement of a mobile home unit (MHU) including replaced skirting, septic repairs, chain link fencing, elevation, and ADA compliance. This property also presented complications due to the site access restrictions with delivery of the replacement MHU, which EXCEL was able to overcome to ensure a seamless delivery and installation for the homeowner and the State of North Carolina.

Timeline	September 2020 – July 2021
Funding	HUD CDBG-DR – Hurricane Matthew
Firm	EXCEL (Prime)

Personnel	Hab Karam, Gentry Russo, Michael Hebert
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PROJECT OVERVIEW

Since 2019, EXCEL is performing mobilization, initial scope alignments, permitting, construction, closeout, warranty, change order management, homeowner temporary relocation, project cost and schedule controls, project management, and information management for over 65 mobile homes throughout the state of North Carolina, funded through a HUD CDBG-DR allocation.

Under this assignment, EXCEL is contracted to perform proper permitting, demolition and abatement, underground and above-ground utility services, site preparation, mobile home

placement, elevation, and ADA compliance, among other services.

Utilizing strategic subcontract partners, EXCEL is working closely with a mobile home manufacturer to quickly obtain compliant units and storing them in a lay down yard when ready.

EXCEL is using knowledgeable and experienced staff coupled with custom software to ensure production requirements and deadlines are met.

Throughout this program, EXCEL is ensuring compliance with federal regulations, including

69
MOBILE HOMES

24
ELEVATED

35
ADA-COMPLIANT

84,000
SQUARE FEET

480
PERMITS

41%
DISADVANTAGED SUBS

the hiring of disadvantaged employees and disadvantaged business concerns.

Ultimately, EXCEL is effectively balancing its goals of safety, quality, and homeowner satisfaction alongside program requirements to meet production and successfully deliver projects.

PROJECT CHALLENGES & LESSONS LEARNED

Challenged by the pandemic, EXCEL quickly adapted by working with the program to identify workarounds for bottlenecks occurring

due to COVID restrictions. Effective communication with the program coupled with mitigation measures has ensured projects have stayed on track, in line with the program's expectations.

PROJECT REFERENCE

Danny Permar

AECOM (Program Manager)

470-258-9543

Danny.Permar@aecom.com

1600 Perimeter Park Dr, Ste 400,
Morrisville, NC 27560



This MHU project site present logistical challenges for MHU delivery which EXCEL overcame.



Before MHU replacement, this photo shows interior flood damages. This property had an interior waterline of over 2 feet.

I. Michigan NSP2 Consortium - Project and Grants Management and Closeout Services

Michigan NSP2 Consortium

Michigan, Statewide



Timeline	December 2016 – April 2017
Funding	HUD Neighborhood Stabilization Program
Firm	Capital Access (Prime)

Personnel	Jeremey Newberg, Kent Buhl, Keith Payne
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PROJECT OVERVIEW

Capital Access assisted the Consortium with program design, creating compliance and project management systems, and meeting the HUD expenditure requirement. Capital Access embedded 18 TA staff in higher-need cities and land banks. Eight consultants provided direct TA and capacity building across the Consortium.

- Assisted the entire Consortium with centralized policy, tools, and templates.
- Clarified NSP2 regulations and compliance requirements.
- Developed a system to track production goals and expenditure rates.
- Tracked production and compliance activities that provided data for DRGR and quarterly progress reports.
- Assisted MSHDA, cities, and land banks with coordination of projects for Section 3 hiring.
- Developed rehabilitation standards, construction management systems, scattered-site rental and lease-to-own housing programs, mortgage financing, and other system-wide initiatives.
- Developed and managed local work plans to meet production goals and performance requirements of Michigan NSP2 Consortium and HUD.

- Assisted with procurement and engagement of developers, housing counselors, professional service providers.
- Provided file and record-keeping as well as compliance reporting.
- Assisted with the refinement of staffing structures.
- Supported local staff with timely communication with neighborhood residents, elected officials, and city and county staff.
- Helped cities and land banks prepare projects and files for HUD and MSHDA monitoring.
- Assisted MSHDA with the Closeout of over 5,000 activities in DRGR.
- Assisted cities and land banks with HUD regulatory compliance, reporting, and related matters, including DRGR,

ARRA, and NSP2 audit recommendations.

- Created and cultivated a productive working relationship between cities and land banks.
- Expended \$223 million in 36 months while meeting NSP2 program goals and meeting HUD compliance requirements.
- Focused investments to maximize neighborhood stabilization impact and avoid fraud, waste, and abuse.

PROJECT REFERENCE

*Tonya Young, Formerly Director of Compliance for
MI NSP2 Consortium
Michigan State Housing Development Authority
735 E Michigan Avenue
Lansing MI 48909
517-335-4337
Youngt4@michigan.gov*

J. URA Tenant Relocation Services Manager for CDBG-DR Buyout Program

Pennsylvania Department of Community and Economic Development

Dauphin, Luzerne, and Wyoming Counties, PA



Pennsylvania Emergency Management Agency (PEMA) allocated funding for buyout of over 100 homes. Affected by flood disasters and related sink hole occurrences in Dauphin, Luzerne, and Wyoming Counties.

Timeline	January 2017 - 2019
Funding	CDBG-DR VHBO
Firm	Capital Access (Prime)

Personnel	Jeremy Newberg, Kent Buhl, Keith Payne
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PROJECT OVERVIEW

Assisted 50 households to secure new homes with dignity, respect, and minimal disruption to their lives. Capital Access customized web-based systems for tracking and reporting on tenant progress and developed robust policies and procedures to ensure compliance with all applicable Federal regulations while maintaining a tenant-centered ethos. Coordinated tenant URA processing activities with policy and cooperation from HUD, PA DCED, PA Emergency Management Agency, and the individual county and municipal governments. Delivered tenant relocation services in a way that values customer service and regulatory compliance with equal accountability.

In January 2017, through a competitive bid process, the Pennsylvania Department of Community and Economic Development awarded Capital Access a contract to deliver tenant relocation services in compliance with the federal Uniform Relocation Act (URA) related to several CDBG-DR funded Buyout programs across central Pennsylvania in Dauphin, Luzerne, and Wyoming Counties. PA DCED has targeted over 100 homes affected by various disaster events including flooding and sinkhole occurrences to return the land to natural open space to mitigate against future disaster.

- Assisted 50 households to secure new homes with dignity, respect, and

minimal disruption to their lives. Capital Access customized web-based systems for tracking and reporting on tenant progress and developed robust policies and procedures to ensure compliance with all applicable Federal regulations while maintaining a tenant-centered ethos.

- Coordinated tenant URA processing activities with policy and cooperation from HUD, PA DCED, PA Emergency Management Agency, and the individual county and municipal governments.
- Delivered tenant relocation services in a way that values customer service

and regulatory compliance with equal accountability.

- Successfully relocated 33 tenant households from areas that suffer repeat storm damage.
- Assisted PA DCED in improving its URA program management capacity.

PROJECT REFERENCE

Kathy Possinger, Director of Center for Compliance, Monitoring & Training

PA DCED

*400 North Street, 4th Floor, Harrisburg, PA 17120
717-720-7315*

kapossinge@pa.gov

K. Multi-Family Program Needs Assessment, Program Design and Policy Guidance

HUD Technical Assistance Contract in support of North Carolina, Georgia, Missouri, Florida, and the City of Columbia, SC



Timeline	2000 - present
Funding	CDBG-DR Program for Multiple Storm Recovery Allocations
Firm	Capital Access (Prime)

Personnel	Jeremey Newberg, Grant Johnson, Dayatra Coles, Kent Buhl
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PROJECT OVERVIEW

Since 2000, Capital Access has managed over \$7 million in HUD Technical Assistance (TA) contracts nationwide. Our Team assisted held HUD Technical Assistance Contracts to support the states of North Carolina, Georgia, Missouri, Florida, and the City of Columbia South Carolina. These contracts have had our staff and affiliates who are seasoned HUD program, compliance, and financial management professionals research, analyze, and advise. We have helped these grantees develop tools and then train staff to make successful use of them in compliance with HUD regulations.

The Capital Access Team used their knowledge of program rules along with insight and experience of over 25 years of working with

HUD to help these Grantees manage their funds. One of the biggest issues the team has come across with these contracts have been regulatory compliance problems which are often linked to strategy and management issues. We taught TA recipients how to better navigate the HUD Exchange for finding:

- **The Rules** via regulation, funding notices and/or FAQs and
- **The Tools** via toolkits, webinars, or applications like HEROS and the Econ Planning Suite.

From there we focused on helping grantees with unmet needs, strategy, and implementation. We helped grantees build their capacity to answer that question on their own with confidence and proper documentation.



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225-408-1300 | RECOVERYGROUP@EXCELUSA.COM

Section 3: Personnel

3 – Personnel

The EXCEL Team will bring a wealth of experience to the City/County ERA Program. Additional information regarding our key personnel is provided throughout this section with full resumes provided in the Appendix.

This team collectively has **over 200 years** of relevant experience providing program administrative services similar to those in the City/County's RFP for its ERA Program, including emergency management services such as case management, software management, grant management and overall program management of multiple funding sources, including FEMA, CDBG, and other federal grant programs.

Our proposed Program Manager, Teresa Carter, is nearby in our Morrisville, NC office. She can quickly access City/County offices as needed and will facilitate operational oversight of the workforce for this project, including remote and on-site resources to meet the expectations of the City/County.

Ms. Carter and all other members of the EXCEL leadership team will remain invested in the City/County's ERA Program, ensuring a sense of confidence from officials overseeing the operation, throughout the major task areas required to execute this program, described throughout the remainder of this response. EXCEL's team of subject matter experts will ensure uniform and equitable treatment of beneficiaries throughout program delivery, while validating continuous compliance with federal and local regulations.

A total team of no less than 10 and no more than 30 full- and part-time, remote, and on-site personnel will fulfill the objective of this program for the City/County. This team will be comprised of management staff, software staff, intake, case management and quality control staff.

Local Hiring to Provide Additional Stimulus to Residents

The EXCEL Team recognizes employment is a vital component to housing and economic stability for the direct beneficiaries of the grants within this Program. To that end, our team will endeavor to hire locally, setting a goal to employ up to five Case Management staff from City/County area.

Program Proposed Organizational Chart

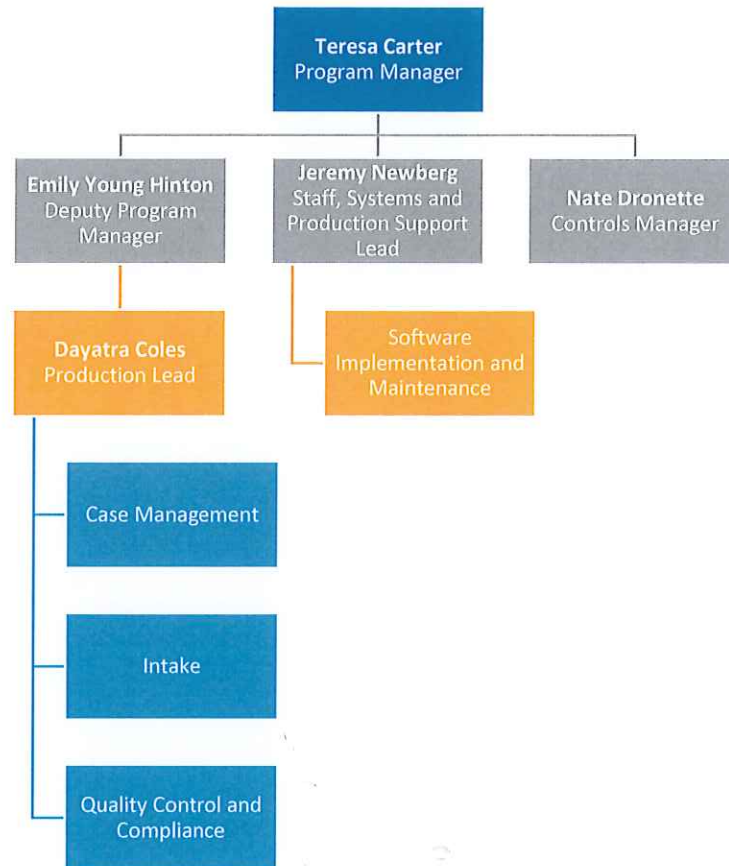


Figure 3: EXCEL Team Organizational Chart

Project Delivery Roles and Responsibilities

Case Management and Intake

A common undercurrent of administering this type of program is a recognition of the overwhelmed nature of many of the program's beneficiaries. Understanding the beneficiaries are currently navigating a health and economic crisis, coupled with new online learning platforms interrupting the standard of educated care for children now primarily taking place at home, our staff will be trained to recognize these conditions and their impact to a beneficiary's ability to submit accurate verification documents for grant award through this program. Case Management staff will be trained and ready to help. Further, the web-based documentation and document upload portal will make it easier for overwhelmed, exhausted, or frustrated beneficiaries to meet program requirements and obtain the assistance and stimulus needed and provided for with this program.

Our Case Management staff can provide housing stability services, if deemed necessary, to the applicants. However, our approach is to reserve a portion of administrative funds to support a local nonprofit housing counseling or workforce development agency. By partnering with local County

nonprofit organizations, and referring Applicants, we are helping the program recipients develop relationships with supportive services embedded in their community.

Responsibilities

- Check CAPGMS for new assignments dispatched by the CAPGMS Lead daily.
- Case Manager will update "Eligibility," "Correspondence" and "Payee" statuses that reflect the life cycle of the application review and funding.
- Import data from Application and populate and analyze data from Verification Review Sheet that tracks compliance and verification criteria in terms of:
 - Residency and Valid Lease
 - Disruption and Loss of Income due to COVID
 - Risk of Housing Instability
 - Income Verification
 - Past Due Rent and Utility Charges
 - Duplication of Benefits Analysis and
 - Award Calculation
- Identify any issues and/or discrepancies that require follow-up clarification.
- Generate an email, phone and/or text communication requesting verification documentation for the Applicant and Payees and keep a log of all communications.
- Follow up with Applicant and Payees until all required documentation is received.
- Once received, review all compliance and verification documents for clarity and make sure they are filed in appropriate sub-folder within Digital File Cabinet.
- Analyze documentation received and update Verification Review Sheet to make a "Pass Confident" or "Fail" recommendation.
- Provide internal notes for Quality Control Manager who will conduct a QC review.

Skills and Experience

- Proficiency with MS Windows and MS Excel for navigation, data entry and file management (not programming) and a fierce attention to detail.
- In a respectful, gracious, and persistent manner, help applicants bridge the Digital Divide to provide documentation necessary to complete verification reviews.
- Organization and ability to follow detailed sequence of analytical tasks.
- Ability to identify discrepancies in data and/or communications that require management review and guidance.
- Ability to observe and communicate to management patterns, trends and/or issues in terms of applications and the CAPGMS platform performance.
- Fluency in Spanish and/or other foreign languages is most welcomed.

Training and Support

- Program Guidelines which are customized for each rental assistance program.
- How to navigate CAPGMS platform and Verification Review Sheet.
- Job Aids with procedures / protocols for compliance and verification reviews.
- Weekly Check-In Calls with CAPGMS Lead and Case Management Team to review production, system improvements and/or new processes.

Quality Control and Compliance

Responsibilities

- Conduct Quality Control Reviews of Applications:
 - Conduct quality control reviews of Applications reviewed by Case Managers.
 - Communicate with Case Managers to clarify and/or update documentation, data, and analysis.
 - Make "Approve," "Fail" or "Incomplete" determinations.
 - Conduct pre-audit review of Digital File Cabinet in preparation for grant agreement generation and funding for approved applications.
- Generate Grant Agreements:
 - Generate online Grant Agreement using pre-populated template.
 - Proofread grant agreement for accuracy and send via email for signature.
- Policy and Procedures Updates:
 - Confer with CAPGMS Lead regarding issues and/or discrepancies that require follow-up clarification and/or policy & procedure updates to improve program.
 - As directed by CAPGMS Lead update training documents and/or Job Aids.

Skills and Experience

- Ability to dig deep into applications, follow compliance and verification review criteria and make informed award determinations.
- Attention to detail to identify patterns of fraud, waste and/or abuse and refer to CAPGMS Lead for follow-up.
- Organization and ability to follow specified sequence of analytical tasks.
- Ability to identify discrepancies in data and/or communications that require management review and guidance.
- Ability to observe and communicate to management patterns, trends and/or issues in terms of applications and the CAPGMS platform performance.
- Fluency in Spanish and/or other languages is most welcomed.

3.1 Key Personnel

Resumes for the following key personnel are provided in the appendix.

Table 2: Years of experience for key project personnel and additional project delivery personnel.

	Relevant Experience	Grant Management	State and Local Government Clients	Case Management	CDBG Work	Reporting and Data Management	Emergency/Disaster Management	Audits, Compliance and Financial Management	Fraud, Waste, & Abuse
KEY PROJECT PERSONNEL									
Teresa Carter <i>Program Manager</i>	32	30	30	30	32	32	32	32	32
Emily Young Hinton <i>Deputy Program Manager</i>	32	32	32	32		32	32	32	32
Jeremy Newberg <i>Staff, Systems and Production Support Lead</i>	32	21	21	21	21	32	21	32	32
Dayatra Coles <i>Production Lead</i>	25	11	9	14	3	25	11	25	14
ADDITIONAL PROJECT DELIVERY PERSONNEL									
Patricia White <i>Case Manager / Processor</i>	20	20	5	2	2	20	20	15	20
Nate Dronette <i>Controls Manager</i>	15	11	11	5	5	15	11	11	11
Shanti Smith-Copeland, CEM <i>Case Worker / Outreach Specialist</i>	15	15	15	3	3	15	15	3	15
Kent Buhl <i>Quality Assurance / Control Manager</i>	23	7	13	7	4		2	2	13
Taylor Lee <i>Case Worker / Outreach Specialist</i>	12	10	12	1	1	12	10	12	10
Alex Boswell <i>Case Worker / Outreach Specialist</i>	5	2	3	1	1	5	2	1	1

Teresa Carter, Program Manager



Teresa Carter specializes in Emergency Management, Disaster Response, and Recovery Services. She oversees Recovery Support projects for EXCEL including FEMA PA, HMGP, Emergency Management, and Resiliency. Mrs. Carter possesses over 30 years of experience in disaster response and recovery with FEMA, FHWA, and HUD programs. She has supported recovery efforts for Hurricanes Katrina, Rita, Gustav, Ike, Sandy, Harvey, Irma, Maria, Matthew, Michael, Florence, and California Wildfires.

While providing services to FEMA, the State of North Carolina and local governments in multiple other states, Teresa Carter designed and managed community outreach programs, including organizing community outreach workshops. These programs were similar in their nature to an ERAP program and the skills learned are directly applicable to managing this program.

Mrs. Carter was the Senior Advisor for FEMA/ NYC debris operations at the World Trade Center following the September 11th attacks. Teresa was also deployed to facilitate and support disaster response and recovery services for Louisiana after Hurricane Katrina, and to Haiti after the 2010 earthquake. She was a contributing author for FEMA PA and Debris courses for FEMA and the Emergency Management Institute from 2000-2005.

As a former State Public Assistance Officer and Infrastructure Branch Chief in North Carolina, Mrs. Carter has held the position of Public Assistance Officer on numerous disasters for FEMA under federal deployments. She has completed and supervised thousands of PW closeouts and is highly skilled in FEMA PA, including special areas such as Section 428 Procedures, Section 406 Hazard Mitigation, Community Disaster Loans, federal compliance requirements, and FHWA/FHWA-ER programs.

✓ *Mrs. Carter's similar experience includes grant administration, program, and construction management of many federally funded disaster recovery projects in the last 30 years.*

Emily Young Hinton, Deputy Program Manager



With over 30 years of Emergency Management experience, Emily Young Hinton has held several vital roles in both state and federal levels of government. Ms. Hinton spent the bulk of her career with the NC Division of Emergency Management until 2012 when she retired from the state as Assistant Director for Recovery Operations of Emergency Management. Her expertise includes project management, individual assistance, grant management, project coordination, damage assessment, project closeout, program implementation, case management, and acting liaison between federal, state, local, and private entities.

While working for the State of NC, Ms. Hinton worked on dozens of disasters throughout the state specializing in mass care, individual assistance, and sheltering management. She also served as the Deputy State Coordinating Officer for disasters between 2007 till 2012. Over the years, she also helped coordinate and monitor several outreach programs throughout the state and its leading industries to help ensure relief for some of NC's most valuable revenue sources and assets. In 2018, Ms. Hinton

began working for FEMA in various coordination roles and continued to utilize her Disaster Recovery and public administration experience.

✓ *Mrs. Hinton's similar experience includes grant administration, program, and construction management of many federally funded disaster recovery projects in the last 32 years.*

Jeremey Newberg, Staff, Systems and Production Support Lead



with HUD requirements.

Trained as a banker and community developer, Jeremey Newberg brings skills in financial analysis, business planning, and HUD grants management to housing and disaster recovery. His specialties include CDBG-DR policy, buyout program management, and homeowner services operations. A HUD Technical Assistance Provider since 2000, Mr. Newberg has a multi-decade track record of aligning community needs with client-centered program design and operations that comply

During his time with Capital Access, he has been part of several major projects across the United States. He is the lead manager for Capital Access Project and Grants Management Services "CAPGMS" business line for municipal and county governments managing HUD grants. He supervises the team that provides HUD Technical Assistance in policy, program design, and compliance systems for CDBG, Disaster Recovery, Section 108 Financing, and HOME programs nationwide. Mr. Newberg also developed program design, policies and procedures, and program management tools for the launch of a \$300 million CDBG-Disaster Recovery-funded small business grant and loan program for Puerto Rico. He also provided executive management services for the Super Storm Sandy \$80 million Buyout and Acquisition for Redevelopment program for the New York State Governor's Office of Storm Recovery. He managed a team of housing and disaster recovery professionals who helped 3,200 homeowners complete their eligibility processing and proceed to fund home repairs, elevations, and rebuilds as part of the New York City Build It Back program in response to Super Storm Sandy. Mr. Newberg developed the vision, strategy, and implementation plan that resulted in a \$223 million grant for the Michigan Neighborhood Stabilization Program 2 Consortium. Collaborated with HUD, Michigan State Housing Development Authority, 12 cities, and eight land banks to produce 3,600 demolitions, 1,000 improved housing units, three mixed-use projects, and 1,000 land-banked parcels.

✓ *Mr. Newberg similar experience includes grant administration of many federally funded disaster recovery projects including CDBG in the last 32 years.*

Dayatra Coles, Production Lead



compliance oversight for HOME, CDBG, IDIS, DRGR, NSP, PLP, and SHIP-funded programs.

Dayatra Coles began her career in affordable housing and community development as a housing finance officer for the City of Lakeland, Florida providing case management and residential lending experience as part of affordable housing program development, implementation, and closeout processes. As a HUD Technical Assistance provider and Subject Matter Expert, she assists federal and state grantees with program management and

During her tenure with the City of Jacksonville, Florida, Ms. Cole played an integral role in the increase of available affordable housing units. As a grant administrator, she effectively managed the disbursement of multiple funding sources, particularly HOME. She increased the efficiencies by

implementing project management tools to reconcile budgetary issues, implemented mandatory training for all stakeholders, updated policies, and procedures, and conducted internal monitoring audits. Thus, reducing the number of Red Flags in IDIS and creating a sustainable and effective affordable housing program.

Currently, she is working for Capital Access as a senior Consultant. She provides HUD Technical Assistance consulting in policy, program design, housing development, and compliance management systems for CDBG, Disaster Recovery, NSP and HOME, and Economic Development programs nationwide. Develop training materials and conduct training courses. She is also the lead consultant to help cities like Ocala, Gainesville, and Marion County, Florida improve CDBG program management infrastructure that resulted in increased expenditures, community impact, and staff training.

✓ *Ms. Cole's similar experience includes CDBG grant administration, program, and policy management of many federally funded disaster recovery projects in the last 15 years.*

3.2 Additional Project Delivery Personnel

Introductory capability and experience summaries are provided for additional personnel which will add value throughout project delivery to the City/County program with their proven experience providing services on similar programs throughout the United States.

Patricia White

Case Manager / Processor

Patricia White has over 18 years of experience in Hazard Mitigation (Section 404 and 406). She recently retired from Volusia County Emergency Management where she developed local mitigation strategies and provided hazard mitigation assistance. This included coordinating the county's HMGP awards with FDEM from eight separate disasters totaling over \$40 million; gathering information and answering technical questions in the development of applications for the county and all eligible jurisdictions. She also administered the Flood Mitigation Assistance Program and assisted in the development of the applications as well as administering numerous projects including elevation, acquisition, and demo-rebuild projects. As the Local Mitigation Strategy (LMS) Coordinator for Volusia County, she was responsible for annual and 5-year updates; coordination of quarterly working group meetings; accepting new initiatives for inclusion into the LMS and

answer questions on policies and procedures; reviewed hazards and vulnerability assessments and updated the County's Floodplain Management Plan as an Annex within the LMS.

Ms. White also has assisted with the Hurricane Irma Hazard Mitigation Assistance Program Application Development for the City of Bonita Springs, Florida. She has also assisted with the Hurricane Irma CDBG-DR funds for the City of Bonita Springs, Florida.

Nate Dronette

Controls Manager

Mr. Dronette possesses strong leadership, project, and process management skills. He has four years of experience implementing and maintaining data and document systems for similar projects, for grants worth billions. Mr. Dronette has directly supported many grant applications and claims. Additionally, he started his career in disaster recovery in 2010 at GOHSEP, where he worked with Louisiana

grant recipients resolving issues and managing reimbursements for billions of grants for multiple. For two years, he was the Insurance Technical Team Lead at GOHSEP, before being promoted to the Overpayment Resolution Team Lead. In these positions, Mr. Dronette worked with all agency teams to resolve compliance and project formulation and reimbursement issues resulting in a resolution of over \$30 million. In 2014, Mr. Dronette performed an independent cost analysis that led to over \$25 million in FEMA grant funds being released.

In 2016, Mr. Dronette left State employment to work for CB&I/APTIM. In this role, Mr. Dronette supported over two dozen grant and infrastructure programs throughout the United States, including in Bossier Parish, Webster Parish, as well as Florida, Puerto Rico, California, Texas, New York, and New Jersey. A Louisiana native, Mr. Dronette obtained a B.S. Construction Management from LSU and has taken many project management and leadership courses. He has direct experience managing tight project budgets and schedules and will work with the Program Management team to ensure an efficient project operation for all services, if awarded, Mr. Dronette will coordinate all EXCEL resources and systems to provide the City/County with its deliverables within the agreed program budget and schedule.

Shanti Copeland Case Worker / Outreach Specialist

Based in Jacksonville, FL, Shanti Smith-Copeland serves as Project Manager for many of EXCEL's Florida projects. She leads teams of professionals offering grants management, program management, and construction services. She has over 15 years of preparedness, response, and recovery experience spanning 31 disasters. She has a

Masters in Sports Administration and is a Florida Professional Emergency Manager (FP EM) and Certified Emergency Manager (CEM).

Her experience gained in the private sector in Florida includes emergency management preparedness, planning, training, exercise development as well as disaster recovery and grant management support on behalf of Florida Cities and Counties after Hurricanes Hermine, Matthew, Irma, Michael, Dorian, and COVID-19 Public Health Emergency. Ms. Smith Copeland has deployed to the Florida State Emergency Operation Center in support of the Mass Care coordination for the last three activations. During 2020, she deployed for over 45 days across three months in support of the COVID-19 Response.

Before joining the private sector, she served as Deputy Bureau Chief of Preparedness for the Florida Division of Emergency Management and Deputy Plans Chief, Intel Branch Director, and RECON Team Leader for the State Emergency Response Team for Tropical Storm Fay, Groundhog Day Tornadoes, Haiti Repatriation, and Deepwater Horizon. During the 2005 Hurricane season, Ms. Smith-Copeland was deployed to multiple county EOCs to act as a State Liaison during land-falling hurricanes and supported the EMCA A-Team desk at the State EOC for all operational support of the lower six counties of Mississippi which the State of Florida EOC took operational responsibility for after Hurricane Katrina. As the Operations Chief and Homeland Security Coordinator for Collier County Emergency Management, she conducted numerous multi-agency full-scale exercises, worked as EOC Liaison for the Slope Wildfire of 2011, and oversaw the development and roll-out of Web EOC for use by all members of the EOC support team.

Ms. Copeland has served as a Type III Incident Commander, Planning and Logistics Section Chief, Liaison Officer, Project Manager, Operations Manager, and held other key personnel roles for several disaster preparedness, response, and recovery projects including being the project manager for Clay County Florida's Rebuild Florida Voluntary Home Buyout Grant Application, Clay County's Continuity of Operations Plan (COOP), and Rebuild Florida Voluntary Home Buyout Grant Application and HMGP Management for Bonita Springs Florida.

Kent Buhl

Quality Assurance / Control Manager I

With 35 years of experience, Kent Buhl has dedicated his professional life to affordable housing and disaster recovery. His work as a TA provider, trainer, and facilitator has proven effective due to his fastidious attention to detail, critical thinking, personable manner, and excellent writing skills. During his time at Capital Access, Mr. Buhl has worked on several recovery projects. He is the program developer and quality control manager for the COVID Small Business & Rental Assistance grant program for \$7.7 Million in Cares act and CDBG-CV assistance grants for small businesses, renters, and homeowners for St. Johns County, FL Back to Business, Gainesville GNVCares, and Hillsborough County, FL HC-CARES programs. He also developed verification protocols and document templates as well as conducted QC reviews and generated grant agreements for disbursement of CBDG-CV and CARES Act funds.

For the recovery of Hurricane Maria for Puerto Rico, he worked as a Senior Policy Consultant for \$300 million in CDBG-Disaster Recovery Economic Development Department grants and loans for Small Business working capital and construction bridge loan programs. He

also advised on the action plan, drafted policies, and procedures, created program management documents including applications, compliant, and underwriting reviews, commitment letters, grant and loan agreements, and applicant notifications. For Superstorm Sandy, Mr. Buhl worked as management support and case management lead for \$1.4 billion NC Build It Back 1-4 Unit Programs. He updated case management standard operating procedures, including eligibility and duplication of benefits verification. He also conducted applicant eligibility reviews for construction reimbursement and buyout program pathways. He revised duplication of benefits analyses based on benefits received, allowable activities, and receipt reviews and appeals.

Taylor Lee, Case Worker / Outreach Specialist

Taylor Lee has worked for several firms under the industry's leading EM and Recovery specialists. Ms. Lee has proven to be a well-rounded asset that has worked front and center on several events from pre-event through closeout. She has fulfilled a wide variety of roles from deputy project manager to accounting controls manager. She has extensive experience with setting up project controls, staffing, sub-contractor management, financial tracking, large-scale validation, and reconciliation of data management, directing large dollar invoice development, project coordination, and federal eligibility. She has worked on the financial reconciliation of the Federal Housing Inspection Services contract worth close to 200 hundred million dollars. While working on the SC State Commodities contract during Hurricane Matthew, Ms. Lee was responsible for tracking large equipment, mass-care shelter packs, and labor workforce for dozens of sites across the state of SC. Her other diverse project experience includes

USACE Prime Power contracts, USPS environmental remediation, numerous disaster recovery projects across multiple states and US Territories, which include public assistance, individual assistance, debris monitoring of public and private rights-of-way, debris monitoring of waterways, and CDBG grant programs. Ms. Lee has developed an extensive background in all aspects of a project's lifespan with an emphasis on financial and data reporting.

Alex Boswell

Case Worker / Outreach Specialist

Alex Boswell is a professional emergency manager with a wide range of experience. She is a Florida Certified Contract Manager with a diverse background in resilience and mitigation planning as well as disaster response and recovery.

During the response, Ms. Boswell was responsible for managing several contracts including a multi-million-dollar contract to test Nursing Home and Alternative Care Facility Workers. She also oversaw lab invoices for accuracy. During the activation, Alex created dynamic one-page documents on a variety of subjects to present to the executive team for their review. She also worked with other partners to manage the flow of donations from various companies to different partner agencies including homeless shelters and feeding partners. Ms. Boswell worked the logistics for COVID-19 test kits and managed how the test kits

get to a variety of locations across the state of Florida as well as collaborated with partner agencies on the use of test kits at various testing sites within Florida. She also has experience with writing plans including the state-wide plan for drive-through COVID-19 test sites that were implemented across Florida.

Ms. Boswell also served as the Chief of Staff for Florida's First Chief Resilience Officer. She assisted Florida's first Chief Resilience Officer Dr. Julia Nesheiwat through her inaugural year. Together they traveled across Florida to meet with local agencies and stakeholders to learn about current initiatives and assist with plan development. She also Orchestrated resilience liaison meetings with all agencies, create agendas, drafted short papers, and participated in outreach efforts.

Ms. Boswell was also a Project Manager within the Florida Division of Emergency Management's Mitigation Bureau. As the project manager, Ms. Boswell worked to create the Hazard Mitigation Grant Program grant for the Watershed Planning Initiative. This initiative is to create watershed master plans for the entire state of Florida. Ms. Boswell worked directly with Florida Atlantic University to develop the Pilot Project for this initiative as well as coordinating with the Florida Water Management Districts as well as several state universities. She also reviewed Hazard Mitigation Grant Program contracts to ensure they met the appropriate standards for execution.

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An aerial photograph of a city street scene, featuring a prominent red brick church with a tall steeple on the left. The image is overlaid with several diagonal lines in yellow, orange, and blue. The text "WE DELIVER EXCELLENCE" is written in large, bold, white capital letters across the center-right of the image.

WE DELIVER EXCELLENCE

EXCEL

EXCEL CONTRACTORS, LLC | 8641 UNITED PLAZA BLVD., BATON ROUGE, LA 70809
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Section 4: Project Approach

4 – Project Approach

The EXCEL Team bring their experience working on Treasury CARES Act rent, mortgage and small business assistance programs, Community Development Block Grant - Disaster Recovery and 21 years of experience as a HUD Technical Assistance provider to the City of Fayetteville/Cumberland County Emergency Rental Assistance program. The EXCEL Team has thoroughly reviewed the available information regarding these programs, summarized in our project understanding below.

Further, EXCEL has conducted in-depth assessments of the regulatory requirements and is prepared to provide the City/County with any regulatory or compliance support services that may be needed as part of this ERAP. Our goal is to install a sense of confidence in our team and a sense of trust that our team is continuously looking out for the City/County's best interests.

Overall, the EXCEL team will ensure:

- Program Design and our implementation aligns with U.S. Treasury ERAP regulatory requirements.
- Software systems are customized to meet the unique needs of the City/County ERA Program
- Case Management and Quality Control staff are well-trained regarding regulatory requirements.
- City/County receives weekly status reports of all compliance-driven activities as well as production, expenditures, and demographics.
- A digital file cabinet is set up that provides organized, ready for audit files, preparing the EXCEL Team and City/County for a painless closeout.

To instill confidence in our team, EXCEL will implement a field-tested and custom-developed software system, CAPGMS. Developed by EXCEL's key subcontract partner Capital Access, this suite of systems is a management tool with project tracking, and a reporting system. Capital Access provides the software as well as professionals to implement, maintain and customize it to the needs of this program. CAPGMS will be accessible to City/County staff, the public and the EXCEL Team 24/7 once implemented. Our team will provide City/County staff with training to use the system. The City/County will ultimately retain ownership of all data and documentation for the duration of the Treasury audit and compliance term. Upon conclusion of the program, our staff will quickly transfer all final data and files from CAPGMS to the specified City/County location.

Stimulus funds are like a fire hose of water bursting capacity in terms of funds to be expended, rules to be followed and people in distress to be served. With our team's collective experience and lessons learned from past similar projects, the EXCEL Team is ready to help the City/County to aid its residents as soon as possible in order to provide immediate stimulus so they may focus on other components of their lives, health, and economic recoveries beyond this program.

The EXCEL Team is Unique

Most likely our competitors will be large national firms that will offer dazzling graphics and a deep bench of resources that will not provide much in the way of efficiency or capability for the City/County's ERA Program. These competitors will profess to be "Big Enough" to handle the volume. What EXCEL offers, unique to this proposed team, is a small, trustworthy brain trust of experienced housing professionals who embrace the mission of "Do Good and Do Well," and have a field-tested, proven ERA program management solution already in place to meet ERA Program requirements. We are a trustworthy and collaborative team.

Several members of our team are based in the City/County area, including our proposed Program Manager Teresa Carter. This local knowledge provides unique and beneficial insight and existing relationships with social services and non-profits in the area, allowing our team to optimize for a successful ERA Program.

Understanding of the Program

EXCEL and its program management team have reviewed the related legislation, regulations, and FAQs to ensure proper understanding of the applicable ERAP requirements.

Funding

Treasury rules for this funding require that 65% of funds must be expended by September 30, 2021 to be eligible to receive redistributed ERAP funds from jurisdictions that spent less than 65% of their funding. EXCEL's goal is to administer the entire funding allotment by September 30th in order to minimize complications associated with a slower program.

Eligible Applicants

Primary Residency in City of Fayetteville/Cumberland County, NC

Has qualified for unemployment benefits or provides self-certification of disruption and/or loss of income, or incurred significant costs, or experienced other financial hardship due to COVID

Can provide evidence of a risk of experiencing homelessness or housing instability

Must have bona fide leases and/or affidavits from landlord verifying lease terms

Tenants earning Low- and Moderate-Incomes below 80% AMI

Eligible Uses for the Funding

Grant Amount determined to eligible applicants directly affected by COVID through job loss or under employment for grant term.

- Rent
- Utilities – As of 02/22/2021, utilities now include internet costs related to tele-med, tele-learning, or government services.
- Housing Stability Services

Coverage is limited between March 13, 2020 and present date.

Assistance Type

Grant with claw back provisions for repayment if evidence of fraud, waste and/or violation of program rules

Grant Term

Based on Unmet Need for Rent and/or Utility Assistance

Prioritization

Priority to:

1. Households earning less than 50% AMI, households and/or
2. Households with at least one person unemployed for no less than the 90-days prior to time of application (both are statutory); and finally,
3. Applicants who earn no more than 80% AMI on a rolling lottery basis

Repayment

None. If any fraud and/or abuse some repayment required

Disbursement

To expedite expenditure for funds and consistency of compliance review and verification, propose processing grant for past due and future rent assistance needs concurrently. **For example:**

Assistance Type	Months	Monthly Rent	Fees & Penalties	Total
Past Due Rent	2	\$1,200	\$120	\$2,640
Future ERAP Need	3	\$1,200		\$3,600
TOTAL ERAP Grant	5			\$6,240

Single payment(s) paid via EFT shortly after signing Grant Agreement.

Production and Expenditure Goals

1. By September 30, 2021, the Fayetteville/Cumberland ERAP team intends to expend \$9,107,469 (100% ERAP grant funds available to beneficiaries) for approximately 2,023 grants with an average grant amount of \$4,500. Additional detail provided in following section.
2. The City/County ERA Program team will have engaged in an Affirmative Marketing program to cultivate quality applications for low and moderate-income renters who reflect the range of diversity in the City/County, especially demographic groups hit hard by the public health and economic disruption effects of COVID.
3. To expedite expenditure of funds within the program deadline and to meet the needs in the community, fund past due and anticipated future rent assistance needs (up to 3 months of rent) provided at the same time.

Additional Considerations

The EXCEL Team recommends the City/County wait to deploy Stability Services until Treasury provides more regulatory guidance on how to approach these services. However, we remain flexible to support the City/County in any way it deems necessary within the boundaries of this program.

4.1 Work Approach

\$9,107,469 will be available for direct ERAP grants. Our Proposed Administration Budget includes a Production Model that shows the staff needed to expend 100% of the \$9,107,469 available in direct grant funds for the City/County ERAP by September 30, 2021. Throughout this section, we have provided assumptions based on research into market rental rates, market utility rates, HUD income limits and LMI values for the areas addressed throughout the City and County. While these may be approximately correct, the actual quantity and value of each grant award is subject to factors unknown at this time. For the sake of clarity and understanding, the following assumptions will be considered as actual throughout the work approach section.

Total Grant Available to Beneficiaries	\$9,107,469
Estimated Average Monthly Rent *	\$900
Number of Months Assisted Combined (3 months past due & 2 months forward) *	5
Estimated Average Grant Amount *	\$4,500
Estimated ERAP Grant Beneficiaries	2,023

**Utilities combined with rent based on research using HUD data and average rental prices.*

Proposed Roles

City/County

- Assist with outreach and public notice efforts in coordination with CAPGMS marketing activities;
- Provide link on County's website to CAPGMS City of Fayetteville/Cumberland County, ERAP website and application;
- Assign representatives from County Administration, Finance, Legal, Communications, Housing and/or Human Services Management to serve as active members of "Coordination Team" to support marketing, production, payments, reporting and messaging and resolve issues
- Establish clear and efficient process for review and processing of invoices to establish County confidence in CAPGMS adherence to compliance and finance rules
- Review, approve, and fund grant requests in a timely manner. Provide Funding in Advances to help reach expenditure goals in a timely manner;
- Take lead for any county-wide and/or stakeholder communications regarding ERAP.

Program Administration

- Program Design, Compliance and Award Criteria to customize CAPGMS to meet City of Fayetteville/Cumberland County, rent and utilities need and U.S. Treasury ERAP rules.
- Overall Program Administration and Coordination with County, stakeholders, and partners

Marketing and Outreach

Produce and maintain:

- Website
- Customer service hotline
- Social Media: Facebook page, Twitter Handle
- Direct marketing Flyers and calls to property managers, employers, houses of worship
- Assistance with completing Applications either via Zoom, phone and/or in person
- Outreach and coordination to cultivate landlords and utilities as partners to provide verification documentation in a timely manner

Production

- Manage production: application compliance and verification reviews, DOB analysis, award calculation, grant agreement generation and grant funding and reporting.
- Web-based Application
- Tracking of prospective applicant activity on website, Facebook and Twitter and recommend additional marketing and outreach to generate sufficient volume of applications
- Program Verification Review sheet to accommodate:
- Collection of Compliance Data and documents
- Income Verification
- Past due Rent and/or Utilities
- Duplication of Benefits Analysis
- Calculation of Unmet Need and Grant Award Amount
- Customization of HubSpot Customer Relationship Management system to track Applicant and Payee (landlords and utilities) activities and communications
- Custom design and testing of online portal for each applicant and payee to upload verification documents
- Case Managers who help applicants, property manager and utilities provide required verification and payment documentation and conduct compliance reviews and award calculations
- Quality Control Managers who conduct QC reviews for compliance prior to approval
- Generation of web-based grant agreement
- Production and Expenditure Reports
- Generate and submit weekly progress reports

- Back-up documentation for invoices for reimbursement invoice submissions
- Applicant Issue Resolution
- End-to-End pre-audit file review and clean up

Coordination and Communication

Propose ERAP Coordination Team consisting of representative from City/County:

- Administrator's Office
- Finance
- Legal
- Communications
- Housing and Community Development and/or Human/Social Services
- EXCEL/Capital Access CAPGMS Leads

The Coordination Team will:

- Meet weekly for first 90 days of production and then monthly thereafter to:
- Review Production and Expenditure Reporting
- Identify and Resolve Issues as they may arise
- Confer and determine program refinements "Learn as we go."

It is critical to our approach that the Coordination Team be implemented to promote a sense of collaboration, issue identification, coordinated deployment of resources, and problem solving to aid in achieving production goals within the funding deadline and with an end product that continuously meets the expectations of the City/County.

4.2 Major Program Tasks

We have broken down the entire scope of work into 5 major program task areas. These 5 tasks are used throughout our response from this point forward, and also align to our anticipated schedule in the following section. This schedule ensures we start immediately and conclude the program by the programmatic deadline of September 30, 2021.

Task 1: Program Implementation, Outreach and Marketing

Program Design

The following is a proposed program design for City/County to engage the EXCEL Team and program software to launch and administer the City/County's ERA Program which provides assistance to help with rent and utilities assistance for eligible individuals and households experiencing income loss and/or disruption because of COVID-19.

We respectfully propose the program be branded as "Fayetteville/Cumberland ERAP."

Program Implementation

Upon notification of intent to award, the EXCEL Team will begin an immediate dialogue to set up a kick-off meeting with the City/County and their respective staff/stakeholders to review the implementation of the program, timeline, the processes/policies needing to be developed.

Within 10 business days of the kick-off meeting, our management team will have an initial briefing with appropriate City/County personnel to discuss the implementation plan, draft policy and procedure review to approval and adoption by them.

Branding

- Develop logo for City of Fayetteville/Cumberland County, ERA
- Marketing media to contain: "This project is supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Fayetteville/Cumberland County, NC by the U.S. Department of the Treasury."

Outreach and Marketing

The team will engage in discussions with community service agencies to explore a collaboration where they can be engaged to assist with:

- Community Outreach and Marketing
- Provide space and staff for in-person application intake as needed
- Deliver Housing Stability Services as needed
- Engage Community Partners to assist with outreach, marketing and in-person application intake
- Modifications to County web site and/or creation of new City/County ERAP website
- Set-up Facebook and Twitter pages and tracking system
- Press Release in coordination with County Communications
- Correspondence to property managers that charge rents affordable to Low-income households

The EXCEL Team has found local partnerships with nonprofit organizations to be integral to positive messaging in the community and an effective strategy to bridging the Digital Divide to help renters in need of assistance. It is possible to use a portion of the City/County's administrative reserve amount to incentivize community partner(s) to assist with the outreach and marketing to certain residents. At the City/County's discretion, our team may explore such collaboration with more than one qualified community partner given the size of County. If we cannot cultivate such an engagement, we have the staff resources to manage such services on our own to the standard required by the City/County.

The proposed Outreach and Marketing Plan also includes:

1. EXCEL/Capital Access staff will quickly develop a robust marketing campaign under the approval of **Fayetteville/Cumberland ERAP**
2. Our staff, especially our North Carolina-based staff, will work closely with local nonprofit social service organizations and **Fayetteville/Cumberland County** resources and network of contacts who can spread the message that assistance is available. Marketing materials can be translated into Spanish, Vietnamese, or any other languages necessary.
3. Establish a 24/7 customer service Hotline and link with HubSpot for tracking
4. Draft and circulate Media Press Release and provide to local newspapers and newsletters in the City of Fayetteville/Cumberland County and amongst the social services agencies operating within the target area.
5. Send Email Notice and Flyers that can be printed for service organizations to distribute to their clients
6. Draft content for a webpage on the City of Fayetteville/Cumberland County website where prospective applicants can get program information and begin the online application
7. Establish ERAP Facebook and Twitter pages and presence on other relevant Social Media platforms for notice of grant availability and how to apply; EXCEL/Capital Access staff will coordinate with the City of Fayetteville/Cumberland County Communications staff to promote the program on the County's social media outlets as well
8. Website will include customer service phone number and dedicated email address for applicant questions
9. Distribution of Flyers in high foot-traffic areas such as libraries, foodbanks, governmental offices and social centers within the geographic locations and nonprofit partners
10. Targeted email outreach will be provided to populations serving workforce, homeless, disabled, elderly, veterans, and first responders
11. Despite living in a digital world, we appreciate that some may require assistance with digital technology platforms, especially document uploads. We propose to utilize three methods of outreach:
 - a. Electronic and online platforms in which applicants register their email and in return are given a login and access to complete the application and upload documents
 - b. On-site intake events (using appropriate distancing practices) using community-based locations and times for the first 300 applicants. Each applicant must register to attend and must bring ALL required documentation

Given the COVID-19 situation, mail has not be as reliable as it has been in the past. We suggest to the City/County. Rather than paper applications, we provide in-person intake assistance to help applicants submit their applications online. If the City/County decides that mail-in applications is the way they want to proceed with this program than we can accommodate this as well.

CAPGMS Software System Implementation

Described later in our response, this system will be the central repository for all activity related to the ERA Program for the City/County.

- Work with the City/County designated staff to refine and finalize the Program Guidelines and Design
- Per U. S. Treasury rules and County criteria, customize, program and test:
 - Program Application in Formstack
 - Verification Review Sheet
 - Digital File Cabinet
- Customer Relationship Management and Templates for Letters to applicants, property managers ad Utilities for required verification and payment documents in HubSpot
- Grant Agreement template in PandaDoc for online generation and signatures

Call Center Set-Up and Operation

In lieu of a physical or virtual “call center”, instead EXCEL will deploy a 1-800 number which enables anyone to contact the program 24 hours a day and hear an automated message which will direct them that they will be contacted back within 24 hours by a Case Manager. Our system will automatically log the telephone number of the caller and prepare an associated to-do item for a Case Manager.

As needed, EXCEL will partner with town halls, city halls, County facilities, libraries, social services, and non-profits to utilize public shared spaces for in-person meetings with certain individuals, when needed.

Approach to Determination and Documentation of Income Eligibility

The EXCEL Team will work with the City/County to finalize and approve a methodology that we will operationalize. The goal is to have a methodology that is efficient and accurate, but not overly burdensome. We propose the following:

1. **Self-Certification** included at the end of the online Application covering:
 - Household Income
 - Experienced disruption and/or income loss due to COVID
 - Household member not employed for at least 90 days prior to date of Application
 - Amount of Past Due Rent and Need for Future Rental Assistance

Please note that income documentation will be collected to substantiate self-certified income, in accordance with Treasury requirements. But including the self-certification alerts applicants to the reason why their assigned Case Manager will subsequently request the following income verification documents listed below:

2. 2020 Tax Returns

We will encourage applicants to submit 2020 tax returns as this is the most efficient method to verify income.

If applicants do not have copies of their 2020 Tax Returns, we will request that Applicants sign and date an IRS Form 8821 Tax Information Authorization. This enables our staff to access tax returns.

We will engage the City/County in a discussion of if and how they may accept tax returns prepared by the applicant on their own. We recommend rejecting such returns as they are subject to errors.

3. Pay Stubs

If no tax returns are available and/or if the Applicant suffered job loss or reduction of hours due to COVID after December 31, 2020, we will request that applicants submit three (3) pay stubs that can sequentially show a pattern of income for a six (6) week period within ninety (90) days from the date of submission of the application.

4. Letter from Employers

If no pay stubs are available, we will accept a letter from an existing and/or immediately previous employers. The Letter must be written on employer's letterhead, with a contact phone number, email address, date, and signature from an authorized representative of the employer. A digital / electronic signature is acceptable given the COVID crisis and challenges with the U.S. Postal Service. The letter must include:

- Name of Applicant
- Term of employment
- Wages, salary, bonus, commissions
- Status of employment

5. Unemployment Statement

For applicants who are unemployed, we will require a recent statement of unemployment benefits from the Missouri Division of Employment Security.

6. Public Assistance, Social Security and Disability Documentation

For applicants who are unemployed or under-employed, we will require recent documentation to show how much they receive from Public Assistance, Social Security, Disability and/or Child Support.

7. Income from Pensions

In the Application applicants must disclose income from pensions and/or other assets that generate income. We will require submission of recent account statements.

8. For Self-Employed - 2020 IRS Schedule C Tax Returns or Profit and Loss Statement with Backup Documentation

In the Application applicants must disclose if they are self-employed. If so, their case manager will require submission of a 2020 Income Tax Return with a Schedule C Self Employment Form and/or a 2020 and if available year-to-date Profit and Loss Statement. The applicant must submit some evidence of income and expenses such as 1099s and receipt or bank statements.

Please note if an applicant states: "I have no income," we will accept the self-certification from the Application.

We will add language that is listed prominently in the Application and Grant Agreement that any language or documentation that is proven false will trigger anti-fraud, waste and abuse consequences and possible referral for criminal review. We welcome any language that the City and County prefers to use for such purposes.

Please note, our plan to expedite expenditure is to process the past due rent and the future rent need up to 3 months concurrently. So, we may have an applicant with past due rent for January, February and March 2021 and we concurrently review and process ERAP for April, May, and June.

If an Applicant can prove continued disruption and loss of income due to COVID after the three months of future rent assistance (April, May, and June), the Applicant can re-apply for another three months of ERAP for July, August, and September.

At that time of application for additional ERA, Case Management staff will conduct a re-certification of income and key compliance requirements for an amendment to the Grant Agreement. In accordance with Treasury rules, we will not provide more than a cumulative of twelve (12) months of ERA.

Approach to Obtaining the Cooperation of Landlords and Utility Providers

The CAPGMS system will collect the contact information for the landlords of the Applicants and we will courteously extend them an invitation to cooperate with the Fayetteville/Cumberland ERA Program.

Each landlord will receive a secure Landlord Payee Document Upload Portal where they will upload a customized Landlord Affidavit and any relevant Utility information The Landlord Affidavit will certify the amount of back rent and utilities owed and present an opportunity for the Landlord to certifiably forgive a portion of the rent to help stretch the funds to reach more residents.

We will also deploy direct marketing to property managers working rental housing developments in City/County that charge rents affordable to people at 80% of AMI and below.

Global landlord outreach efforts will include trade associations that serve property managers and investors as well as Chamber of Commerce.

HC CARES Mortgage and Rental Assistance
HILLBOROUGH COUNTY CORONAVIRUS RELIEF FUND
Landlord / Property Manager Tenant Status and Past Due Charges Affidavit

Due _____ **HC-CARES Applicant #** _____
 who resides at your property at the address below applied for rent assistance under the Hillborough County CARES ("HC-CARES") program as part of the Hillborough County Coronavirus Relief Fund.

Name of Landlord / Property Manager _____ **Unit Number** _____ **City** _____ **State** _____ **Zip Code** _____

Name of Tenant _____

Street Address of Tenant's Current Residence _____

Hillborough County engaged Capital Access, Inc. to serve as program manager of HC-Cares. Please go to www.HC-CARES.com for details. The HC-CARES Team requests your assistance in order to determine the Applicant's eligibility for an HC-CARES grant. If approved, HC-CARES will make a direct payment to you, Landlord/Property Manager ("Payee") for up to five (5) months of past due rent not to exceed \$7,500.

Please verify the following terms of your lease agreement with the Tenant listed above:

Due Lease Start _____ **Due Lease End** _____ **# of Bedrooms** _____ **Rent monthly rent excluding all other fees** \$ _____ **Rent Paid up to Which Month?** _____

Are you receiving any other payments or rent subsidy for this tenant? ☐ Yes ☐ No

Is the tenant residing in an affordable housing program unit (Income-based, e.g. Section 8)? ☐ Yes ☐ No

Is your property where Tenant resides a project funded by the Florida Housing Finance Corporation (FHFC)? ☐ Yes ☐ No

If "Yes" to any of the above questions, please specify type and amount of rent payment subsidy Applicant is receiving: _____

Please specify PAST DUE housing charges, specifically which Month, the Amount, and any Late Fees and/or Penalties as specified in the lease.

Month Rent Payment is Past Due	Monthly Rent Amount	Late Fees or Penalties	Total Requested Assistance by Month
March			\$ 0
April			0
May			0
June			0
July			0
August			0
September			0
October			0
November			0
December			0
Total HC-Cares Assistance Requested	\$ 0	\$ 0	\$ 0

Required Documentation. Please send copies of:
 * Voided Blank Check
 * Completed and Signed attached HC-CARES Payee Automated Clearinghouse (ACH) Form.
 * Completed and Signed attached IRS Form W-9

Please upload this completed and signed Affidavit and the other documents listed above to the weblink in your email from your HC-Cares Specialist. If you have questions, please call HC-CARES: 863-664-5100.

Under penalty of perjury, I certify that the information presented in this Affidavit is true and accurate to the best of my knowledge. I understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in disqualification. The information provided is subject to verification by Hillborough County and/or its contracted HC-CARES program managers. I commit to affirmatively assist this Applicant for HC-CARES assistance and if requested will provide additional information to assist in the eligibility process. If the Applicant is awarded an HC-CARES grant, I will apply the funds received as specified in the HC-CARES Grant Agreement for the months and amounts that are past due and eligible for assistance based on HC-CARES program rules.

Signature of Landlord / Property Manager (digital, handwritten or typed is acceptable) _____ **Date** _____

Printed Name of Landlord / Property Manager _____ **Title** _____ **Name of Firm / Management Company** _____

Street Address _____ **City** _____ **State** _____ **Zip Code** _____

Email Address _____ **Phone Number** _____

Figure 4: Sample Hard Copy Application

Please see the sample Landlord Affidavit listed below. This proved to be an effective alternative for applicants who could not scan and save a 20-page lease on their smartphone. It also allowed the Landlord to certify the exact amount of rent owed and will serve as an excellent vehicle for requesting partial forgiveness of back rent owed. The Affidavit contains:

- Summary of Lease terms that can substitute for a lease
- Detailed itemization of past due rent and penalty charges that be cross-referenced with what the Applicant states in their applications
- Certification that the Landlord will comply with the terms and conditions of the Grant Agreement, if applicant is approved for funding

We send the Landlord Affidavit along with a W-9 and EFT Payment Authorization Form as soon as the Application passes Threshold Review Phase I. To comply with the Treasury mandate to request reduction in past due rent and charges we propose a two-part process:

1. We will include in our email to Landlords requesting the Affidavit, W-9 and EFT Payment Authorization specific language quoting the Treasury mandate to request Landlords to reduce in past due rent and late charges
2. We will modify the Landlord Affidavit to include a section after itemization of past due rent and penalties that includes the Landlord's proposed reduction in past due rent and penalties
3. When the Landlord signs the Affidavit, it revises the balance of past due rent and penalties and any Landlord authorized reductions

We will include such itemization in the Grant Agreement.

County Coordination and Approvals

- Approval by County Finance Director and line managers of CAPGMS ERAP process map and required documentation for how County Finance will review and process requests for payments to fund grants and CAPGMS management fee in a confident and expedited manner
- Approval of all CAPGMS compliance and verification document templates, verification review, Duplication of Benefits analysis and Grant Award calculation and related processes
- Approval of Application Issue Resolution process
- Training County stakeholders in CAPGMS so they can access data with ease and confidence
- Production, Expenditure and Demographics Report Templates
- Engage Community partners to assist with outreach, marketing and in person application intake

Partner Cultivation

Outreach to cultivate landlords and utilities to provide verification documentation in a timely manner

Task 2: Applicant Intake

Mail / In-Person Application Intake

The EXCEL Team will engage in discussions with community service agencies to explore a collaboration where they can be engaged to assist with:

- Community Outreach and Marketing
- Provide space and staff for in-person application intake as needed
- Deliver Housing Stability Services as needed

EXCEL/Capital Access has found such local partnerships to be integral to positive messaging in the community and an effective strategy to bridging the Digital Divide to help renters in need of assistance. Our budget provides a line-item for a community partner(s). We may explore such collaboration with more than one qualified community partner given the size of the City of Fayetteville/Cumberland County.

If we cannot cultivate such an engagement, we have the staff resources in the City of Fayetteville/Cumberland County to manage such services on our own to the standard required by the City of Fayetteville/Cumberland County. We will also gladly refer applicants to other support services in order to help ensure long-term housing stability.

The major issue with Stability services is it is a duplicating service from what is already provided within a Continuum of Care network as it is often funded through Emergency Solutions Grant and HOME Tenant Based Rental Assistance. We respect that these needs have been amplified from COVID. However, have ESG-CV funds have been fully expended?

Stability Services is a direct program delivery service tied to a grant beneficiary, not Administration. This appears to be an inconsistency that needs a regulatory correction. We recommend that the City of Fayetteville/Cumberland County wait to deploy Stability Services until Treasure provides more regulatory guidance on how to approach Stability Services.

If the City/County determines it wants to proceed with Stability Services, we propose allocating not more than 0.5% of the Administration budget because the balance of Administration is needed for the full deployment to meet the goals for rent and utility services.

Approach to Support Non-Native English Speakers

Typically, 30% of our Case Managers deployed on a CAPGMS direct assistance grant program management engagement are fluent in Spanish. Based on our research and how the County has provided language translation services for its HUD grants public comment processes, City/County has concentrations of people who speak:

- Spanish
- Vietnamese

The EXCEL Team will deploy the follow procedure to serve non-native English speakers (NNES):

- Outreach and Engagement of Community Service Organizations that serve NNES

As part of the marketing and community outreach process, we will:

- Send a Notice of How to Apply for the Fayetteville/Cumberland ERAP program to community service organizations and encourage them to refer prospective candidates to apply.
- Conduct outreach to community service organizations that serve NNES such as the International Institute and negotiate agreements whereby we will provide financial compensation for each applicant they refer with a completed application. The NNES service agency will be compensated for wrap-around services through:
 - Application Intake
 - Upload of Compliance and Verification Documents
 - Review and Execution of Grant Agreement
- The partner agency must provide access to a computer and internet so that translator can complete the online STLCO ERAP application in the presence of the NNES Applicant.
- If for COVID social distancing reasons, this cannot be an in-person application intake, the EXCEL Team will have the partner agency and NNES applicant sign a Proxy Agreement whereby the partner agency signs that online application behalf of the applicant. We will add the Proxy Agreement as part of the Applicant's digital file cabinet.

We think that our aggressive marketing and community outreach campaign will help provide insight from community service agencies that service NNES related to how many prospective candidates are NNES, where are they located and what are their needs. This will help us "Quantify the Universe" to properly deploy support to serve these populations effectively and with dignity.

We welcome any input from City/County for specific agencies and people to contact as part of the outreach process.

Engage and Retain Translation Service

The EXCEL Team will engage a translation service that will be on-call to help applicants who can access a computer or tablet or smartphone and simply need person to person translation services. The EXCEL Team will provide training for staff from the translation service on how to complete an application and scan verification documents and upload to the dedicated Applicant portal page.

The EXCEL Team will require every staff person either from partner community service NNES agencies and the translation service to sign Confidentiality and Preservation of PII Security Agreements. We welcome any input from the City or County on preferred language for such agreements.

Approach to Support Persons with Disabilities and Elders

We recognize that persons with disabilities and the elderly are some of the most vulnerable populations in any community. We intend to reach out to organizations such as Paraquad, Aging Ahead, County Older Resident Programs (CORP), and regional VFW posts to assist with the marketing and outreach.

Case Managers can work with these organizations to assist the applicants with their applications and, ideally, partnerships will be made with local social services agencies with fully accessible buildings for any in-person events. Additionally, Deaf Way or a similar agency will be engaged for sign language interpreting services as needed.

Approach to Support Individuals with Limited Access to Technology

Even though we are in a digital age we understand not everyone has access to technology, especially the demographic of clients served through the Fayetteville/Cumberland ERAP program. The staff members at our local North Carolina office already have trusted working relationships in place with many of the nonprofit social service agencies and we intend to partner with many of these agencies to assist by bridge the Digital Divide and helping this clientele access the necessary technology needed to participate in this program. Although the Application we are proposing is an online application, we will ensure that there are appropriate support services in place to assist them in submitting their application.

We can also help support these individuals by cultivating relationships with landlords who can make office space or staff available to assist as well.

Additionally, the CAPGMS platform itself is also quite versatile and can be accessed by mobile devices.

Task 3: Household Eligibility and Verification

Approach to Communicating with Applicants

One of the unique and innovative aspects of the CAPGMS tool is the HubSpot feature. This is a secure customer relationship management (CRM) platform system equipped to track all email, phone and text communication with applicants, landlords and utility providers. The HubSpot feature communicates with the CAPGMS system and securely stacks all correspondence to prevent it from being lost or intermingled with other applicant data. HubSpot as integrated with CAPGMS provides:

1. Organized database of email and phone calls with communication logs
2. Ability to store a library of customizable email templates for requesting verification and payment documents from Applicants, Landlords and Utility Providers
3. Ability to calendar and scheduling function for Case Management sessions

All communication among The EXCEL Team and Applicants and/or Landlord and Utilities is managed via HubSpot. All communications among the EXCEL Team are retained on the "Notes and Status" page in CAPGMS.

Approach to Additional Assistance with Other Applicants

Although \$9 million seems like a lot of money, we recognize that the need for rental and utility assistance in City of Fayetteville/Cumberland County is much greater than the available resources can meet. The Fayetteville/Cumberland ERAP website will include a list of other service agencies who may be able to provide rental, mortgage and utility assistance, and part of Case Manager training will include developing familiarity, with the help of a Job Aid, with other agencies to which applicants may be referred. We plan to solicit the following agencies for referral partnerships Catholic Charities, The Salvation Army of Fayetteville, City of Fayetteville/Cumberland County Department of Social Services, Cumberland Community Action Program, and Fayetteville Urban Ministry just to name a few.

Other agencies may be added to this list as we learn of additional partnership opportunities. We will also initiate referral partnerships with agencies that can provide additional supportive services beyond rental and utility assistance. While there are too many to list here, some examples of organizations we will approach are the Metropolitan City of Fayetteville/Cumberland, Fayetteville Housing Authority, Legal Aid of North Carolina, and Cumberland County Council on Older Adults.

Many of the staff on the EXCEL Team previously worked for government housing and community development agencies and/or community service organizations. A core value of Capital Access is to "Do Good and Do Well." We also embrace the value of "Give what you can and take what you need." This sense of shared investment and shared returns motivates us to partner with organizations who can complement our services to meet the mission of ERA.

Because of the short timeframe to respond to the RFP, we did not have time to finalize community partnership for:

- Supplemental Marketing and Community Outreach
- In-Person Application Intake
- Translation Services
- Referral of five (5) local Candidates to be employed as Case Managers and Processors, and
- Broad Community Messaging to meet the County's objectives for Equity and Inclusion

We understand the value of a private firm partnering with community service organizations. We have found local partnerships with trusted social service organizations are integral to positive messaging in the community and serve as an effective strategy to bridge the digital divide for resident and provide a comprehensive service approach to meet their needs.

Verification Review Process

All Applications will be submitted to customized CAPGMS online application via FormStack. All information is highly secure and the system protects sensitive data.

Completed applications automatically receive a customized Application Number and are set up in HubSpot for customer relationship management and activity tracking.

All Application verification, compliance, award calculation, grant agreement, payment information and communications documentation are uploaded and retained in the CAPGMS Digital File Cabinet that is available to County staff 24/7 with secured username and password.

Phase I - Threshold Review

1. CAPGMS Lead reviews each application to verify:
 - a. Does Applicant certify that they suffered disruption and/or income loss due to COVID pandemic?
 - b. Is applicant at risk of homelessness or housing insecurity?
 - c. Does Applicant live within the borders of the City and County?
 - d. Does Application meeting Income Priority for earning less than 50% AMI?
 - e. Does Applicant have a household member who has been unemployed for no less than 90 days prior to application submission?
2. Based on Applicant responses, CAPGMS Lead:
 - a. Assigns First Priority or Lottery Pool to application and
 - b. Assigns the application to a Case Manager.

Phase II – Obtain Verification Documents and Case Managers Conduct Compliance Reviews:

1. Review application and set up Verification Review Sheet to identify issues and follow-up items such as potential duplicating benefits and income sources
2. Prepare and send email notice, phone and text messages requesting verification documents
3. Provide applicant, payee, and utilities with secure weblink to upload required documents
4. Review documents submitted and request clarifications as needed
5. Conduct compliance, DOB and verification review and award calculation if "Pass Confident"

Phase III – Quality Control Reviews and Generate Grant Agreements:

1. Quality Control Managers review each Application.
2. Beneficiary will be prompted, via email, to execute Grant Agreement using PandaDoc (online document signing platform)
3. EXCEL Team will be prompted, via email, to execute Grant Agreement
4. CAPGMS validates that payments were made to beneficiaries' landlord and/or utilities companies.

Verification Documentation Requirements

Case Managers will work with Applicants, Landlords and/or Utility Companies to provide:

1. Photo Identification
2. Evidence of Disruption, Loss of Income and Related Hardship Caused by COVID Crisis:
3. Evidence of Income: copy of 2020 tax return, IRS Form 8821 Tax Information Authorization release, Pay Stub

4. Evidence of Eligible Residency – Lease or Landlord Affidavit
5. Resident address in Application is the same address in lease statement
6. Applicant-Provided Evidence of Past-Due Housing Charges
7. Landlord Affidavit: lease terms, past due rent, and consent to follow grant agreement terms
8. Evidence of Past Due Utilities: Electric, gas, water, sewer, internet eligible per lease terms
9. Evidence of risk of housing instability:
 - a. a past due utility or rent notice or eviction notice;
 - b. unsafe or unhealthy living conditions; or
 - c. any other evidence of such risk, as determined by the eligible grantee involved.

CAPGMS can save all grant files in the Digital File Cabinet into a zip file that can be exported for audits and reporting.

Task 4: Grant Management, Disbursement, System Maintenance, Compliance

Production

- Launch opening of Application.
- Continued marketing and Outreach until expenditure goals are met
- Provide on-site in-person technical assistance to complete applications for special needs cases
- Prioritize and process applications. Conduct weekly processing queue lotteries for applicants above 50% AMI after priority applicants below 50% AMI and/or 90-day unemployed applicants
- Generate Grant Agreements
- Submit documentation of approved applications for County funding
- Provide City County with Weekly Production, Expenditure and Demographic Report
- Prepare to receive any additional funds redistributed from grantees who spent less than 65% of their ERAP funds by September 30.

Compliance and Quality Assurance

- We will work with the City/County to take a hard line on continuum care to ensure there is no duplication of benefits across all programs.

Task 5: Cleanup and Closeout

End to end file reviews in preparation for audit and closeout.

4.3 Software System

CAPGMS is a Service with a System because we emphasize our expertise in compliance, underwriting, and financial management. We automate the repetitive tasks wherever feasible. However, we do not

automate analysis and judgement. That is the essence of the service. Our staff has an unyielding sense of mission to serve people in distress who need assistance and do so with professionalism, urgency, and dignity.

The system is an affordable alternative to an inflexible enterprise system. We offer the City/County the opportunity to have input on how we design the:

- Marketing Collateral
- Online Application
- Verification Review Sheet
- Grant Agreement
- Production, Expenditure and Demographic Reports

After working with federal grantees all over the country, the industry experts at Capital Access were able to assess the common pain points many federal grant recipients face and develop a tool to assist them administer the funds quickly and efficiently.

The Excel/Capital Access team will be utilizing CAPGMS which is a comprehensive management platform that is scalable. We have enhanced the system so that it can manage up to 20,000 applications concurrently. Several of our core staff of Production Leads, Quality Control and Case Managers are experienced with recent COVID Deployments on the CAPGMS platform and previous disaster recovery deployments. With every large deployment we hire and train local staff. Our clients compliment us at the end of most grants by hiring our beloved staff whom we have already trained, coached, and mentored to rise as high performers. We can and will do the same for Fayetteville/Cumberland County ERA. We invest first in developing a clear program design and then operationalize the program with the Application, Verification Review Sheet and CAPGMS programming to position the program for success. We then draft job aids for each staff position and our Production Leads and QC managers train the Case Managers and support them for high-volume production. We embrace the philosophy of legendary basketball coach John Wooden: "Be quick, but don't hurry." This means we invest in the staff and systems to operate at scale and speed, but we first get the basics right, test and then methodically scale production.

Capital Access Project and Grants Management Services and System (CAPGMS) is ready to help the City of Fayetteville/Cumberland County successfully administer its \$9.1 million U.S. Treasury COVID Relief Emergency Rental Assistance program (ERA). CAPGMS is a service with a system designed to help grantees manage the project, compliance, underwriting and financial management aspects of direct assistance grants. CAPGMS is a collection of nimble, tested, and secure applications thoughtfully integrated into a production system to help grants management function effectively and efficiently.

In addition to our qualifications, the Program Design featured in section 4.2 may be the most important part of this proposal. It includes:

- Our proposed Program Design based on past experience with COVID rent and mortgage relief program managed under CAPGMS and our review of the new ERAP regulations from the U.S. Treasury

- CAPGMS Scope of Work with Compliance, Verification and Duplication of Benefits Review process
- Marketing Plan
- Production Work Plan
- Roles and Accountability and
- Proposal to establish a **City of Fayetteville/Cumberland County ERAP Coordination Team** consisting of decision-makers from County Executive's Office, Finance, Legal, Communications, Human Services and Community Development to support the STLCO ERAP campaign.

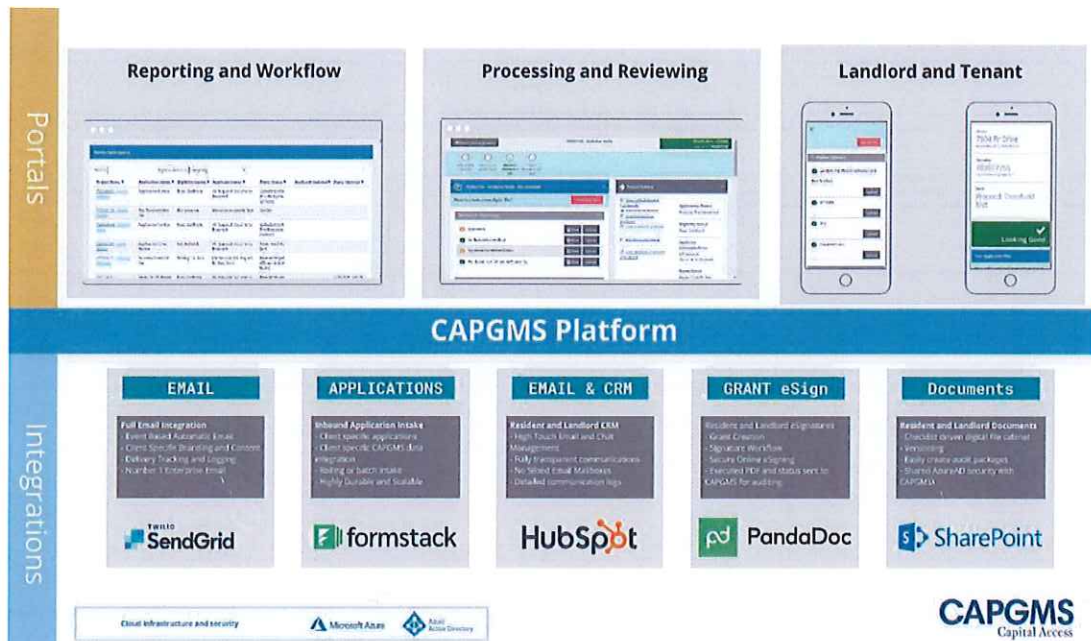


Figure 5: CAPGMS Platform

Functionality

The Capital Access Project and Grants Management Service and System (CAPGMS) is the innovative tool developed by industry experts at Capital Access to manage grants quickly and efficiently to maximize the potential impact of funding in the communities we serve. CAPGMS is a Management Tool with Project Tracking, and a Reporting System and Capital Access offers Experienced Staff for on-site and on-call support. CAPGMS Tools, Systems and Staff are focused on helping City of Fayetteville/Cumberland County improve production and expenditures in an efficient, safe, and affordable manner to fully invest your federal grants to your community members in need.

We respectfully propose that the City of Fayetteville/Cumberland County utilize the CAPGMS for the development, implementation, and administration of the Fayetteville/Cumberland Emergency Rental Assistance Program. Our staff can customize the CAPGMS tool to meet the specific needs of this program and launch it quickly.

- **Tools** for Federal Grants Administration and Project Management;

- Web-Based Digital File Cabinet – Monitoring and Audit Ready
- Milestone-Driven Project Processing Services
- Project and Financial Reporting
- **Systems for Project Tracking and Reporting** that bridge reporting with local financial accounting systems
 - Grants Portfolio Dashboard
 - Program Category Dashboard (Housing, Public Facilities, Public Services, Economic Development, Acquisition and Demolition)
 - Specific Project Summary for expenditures and achievement of milestones
- **Ongoing Expert Staff Support** to help solve problems and keep projects moving forward.
 - Qualified and gracious staff available to help keep projects moving.
 - Our goal is not to replace your staff. It is to support and enhance it.
 - All data on CAPGMS remains the property of the City/County.
- **CAPGMS is programmed** within the Microsoft Office 365 platform and utilizes a suite of systems for:
 - Online Applications
 - Verification and Duplication of Benefits Reviews and Award Calculation
 - Online Grant Agreement generation and execution
 - Customer Relationship Management System and
 - Customized Reports

CAPGMS was built from the ground up as platform to integrate with best of breed SaaS (software as a service) applications to allow the application to be both nimble and durable. Instead of building our own Customer Relationship Management, Form creation, eSignature, and Document storage systems, we seamlessly integrated with HubSpot, Formstack, PandaDoc and SharePoint. CAPGMS integrates all these pieces together into interface and workflow that is tailored to large processing teams having to process millions of dollars through tens of thousands of households.

Our software team has licenses for Microsoft Dynamics and can draft code for CAPGMS to import and/or export data into City/County's grants management system.

Security and Protection of Personally Identifiable Information

All data and documents are stored within Microsoft Azure. Each Program contains one or more CAPGMS websites installed as Azure App Services, one Azure SQL Server and one Sharepoint Online Site instance. IT Administrative access to these resources are protected by Firewall and Azure AD. CAPGMS Admins and Users are protect by Azure AD. We utilize FormStack for Application intake. Since this is a public cloud application, we take advantage of FormStack's "encryption at rest" feature which means that data is uniquely encrypted prior to saving and IT resources with access to the DB cannot read the data, as only the decrypt key can be used to read the data.

For HubSpot, we use their standard security for both API Integration and user access. We do not store PII information like SSNs in HubSpot.

CAPGMS does not use individual's emails for communication. All communication flows through HubSpot.

Finally, all document submission from both Tenant and Landlord use the secured CAPGMS portal to deliver their documents. The Portals are secure but also appropriately limiting, only allowing the users to upload documents, never delete or change information associated with the project.

Below are some sample screen pages and more details on the functionalities provided within CAPGMS.

The screenshot displays the CAPGMS application interface for a tenant application. The top navigation bar includes a 'Return to Submissions' link and the application ID '703027755 - McButter Molly'. The main content area is divided into two columns. The left column contains a checklist of sections for the application, each with a 'View' and 'Upload' button. The right column displays the 'Project Actions' section, which includes links for 'View Full Submission (Form-Full)', 'Edit Notes and Status', and 'View and Send Application Agreement'. Below these links, the 'Application Status' is shown as 'Process Threshold Met', and the 'Eligibility Status' is 'Basic Confirmed'. The 'Applicant Correspondence' section indicates 'All Required Documents Received'. The 'Payee Status' section shows 'Payee Email #1 Sent'. The bottom of the interface displays the 'Applicant: Molly McButter' and the 'Payee: Home Mortgage Company'. A table at the bottom right shows the budget details:

Category	Amount
Budget Requested	\$1,025.00
Budget	\$1.00
Obligated	\$1.00
Expended	\$0.00
IDS Draw	

Figure 6: Sample CAPGMS Screenshots

703927755 - McBunter Molly

Status and Notes	Payers	Demographics and Compliance
<p>Application Status <input type="button" value="Proceed Threshold Met"/></p> <p>Eligibility Status <input type="button" value="Pass: Confident"/></p> <p>Applicant Correspondence & Docs Status <input type="button" value="All Required Documents Received"/></p> <p>Payee Status <input type="button" value="Payee Email #1 Sent"/></p> <p>test</p>	<p>Company Name <input type="text" value="Home Mortgage Company"/></p> <p>Email <input type="text" value="helpfulmolly@homenomortgagecompany.com"/></p> <p>Phone <input type="text" value="(800) 909-4503 ext. 411"/></p> <p>Amount <input type="text" value="1"/></p> <p> <input type="text" value="Marilyn Holly"/> <input type="text" value="65901 Sunset Blvd"/> <input type="text" value="Los Lobos TX 76041"/> </p> <p>Account <input type="text" value=""/></p>	<p>Change Fund Source <input type="button" value="CARES"/></p> <p>Total Household Income <input type="text" value=""/></p> <p>Percent Of Median Income <input type="button" value="Select One"/></p> <p>National Objective <input type="button" value="N/A"/></p> <p>Income Category <input type="button" value="Extremely Low"/></p> <p>Age HHH <input type="button" value="41-61"/></p> <p>Family Size <input type="button" value="4"/></p> <p>Race HHH <input type="button" value="Other"/></p> <p>Special Needs <input type="button" value="Receiving Veterans Disability Benefits"/></p>

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225-408-1300 | RECOVERYGROUP@EXCELUSA.COM

Section 5: Proposed Time Schedule

5 – Proposed Time Schedule

In the previous section, EXCEL provided great detail regarding its work approach for this program, including identification of four major task areas that address all elements of the RFP Scope of Work. In this section, an estimated aggressive schedule is provided based on the information disclosed to date. As additional details and City/County desires are disclosed during the kickoff meeting, the EXCEL Program Management team will adapt to meet the City's goals and expectations by adjusting this proposed schedule, as needed. This schedule is based off of a presumed April 1, 2021 start date for the program, though this is for purposes of illustration only. The start date will be adjusted to the date of actual award, if EXCEL is selected.

Table 3: Proposed Schedule of Major Tasks. The below schedule summarizes all tasks, covering all items of the City/County Scope of Work as well as the approximate duration of each activity.

	Apr	May - Jun	July	Aug	Sep	Oct - Dec
1. Program Implementation, Outreach and Marketing, 60d*						
2. Applicant Intake, 120d*						
3. Household Eligibility and Verification, 120d*						
4. Grant Management, Disbursement, System Maintenance, Compliance, 180d*						
5. Cleanup and Closeout, 90d*						

*Estimated durations are subject to expand or contract as more information is disclosed during kickoff meetings with City/County personnel. Based on information provided in the RFP and addenda, the schedule above anticipates the program will conclude at the end of the month of September. Also note that each task's start and finish time overlaps.

Time Required to Complete Tasks

Estimated timing of the four major tasks identified above, which address all elements of the Scope of Work of the RFP.

- **Task 1. Program Implementation, Outreach and Marketing: 60 DAYS**
 - EXCEL will immediately deploy to City/County offices to set up this program in as few days as possible, to get rental assistance funds to beneficiaries as soon as possible.
 - This task will continue as directed by the City/County until satisfaction that adequate population demographics have been reached and understand the program.
- **Task 2. Applicant Intake: 120 DAYS**
 - Will continue as directed by the City/County until all beneficiary funds are expended.
- **Task 3. Household Eligibility and Verification: 120 DAYS**


- Will continue as directed by the City/County until all beneficiary funds are expended.
- **Task 4. Grant Management, Disbursement, System Maintenance, Compliance: 180 DAYS (entire anticipated duration of program)**
 - Will continue as directed by the City/County until all beneficiary funds are expended, and until all compliance requirements are met for project closeout.
- **Task 5. Cleanup and Closeout: 90 days**
 - Will continue until all grant documents are accepted and closed in compliance with Treasury guidelines, anticipated through December 31, 2021.

Key Decision Points and City/County Involvement

Understanding the anticipated role, the City/County anticipate the ERAP Program Administrator to provide, the EXCEL Team will minimize day-to-day administrative oversight required by the City/County and instill a sense of confidence of the operation by utilizing tested software and experienced personnel. However, the EXCEL management team will occasionally need City/County input regarding certain major programmatic decisions (key decision points) affecting the public perception or overall operation of the program.

Anticipated key decision points requiring City/County involvement include, but are not limited to:

- Final approvals for marketing and other public-facing collateral, including website content, FAQ, press releases, advertising and other media posted for the public
- Final approval of standard operating procedures and program guidelines
- Final approval of contract and Notice to Proceed
- Final approval of call center methodology and scripts
- Monthly or bi-weekly status meetings with City/County officials
 - We believe these critical meetings will instill consistent support from City/County officials in many necessary departments, ensuring a cohesive, consistent, and unified message of confidence in the program, regardless of mass media scrutiny due to lack of programmatic funds available
- Final approval of selected key performance indicators and reporting formats required throughout program delivery
- Final approval of any modifications to program eligibility criteria
- Final approval of any substantial software changes
- Final approval of cash flow management and disbursement decisions
- Final decision on requests for reconsideration or special cases which go beyond the standard operating procedures
- Final approval of schedule and prioritization of the overall operation
- Final approval of any future requests for additional Treasury funds in order to benefit more of the City/County's local population by extending the extent or number of beneficiaries served in the program.
- Final approval and coordination of financial system integration, if requested.



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Section 6: Estimated Cost of Services

6 – Estimated Cost of Service

In order to most efficiently utilize the administrative fees provided with the Treasury funds associated with these grants by September 30th, 2021, and in order to minimize the costs and delays associated with excess program administration, EXCEL will work to most efficiently serve the maximum number of residents in the program using **9.5% of the overall grant award as a proposed fixed fee, or \$961,343**, for both the County and City collectively. This is the only proposed fee. Additional breakout of this fee is provided in this section for the purpose of evaluation and information only.

For the sake of clarify, this breaks down to \$354,877 for the County fee and \$606,467 for the City fee. This falls under the 10% maximum allowed for administration through the Treasury. This will reserve 0.5% of the award amount, or approximately \$50,000, for City and County oversight and coordination to support our implementation and management of the program.

In order to provide the City/County with the most adaptive and affordable services with an efficient accompanying software system and sufficient labor resources, the hourly labor rate pricing below is fully inclusive of all items requested in the estimated cost of services section of the RFP. These include labor, overhead and profit, subcontractor costs, on-site general conditions, software costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc.

These hourly fees cover all program costs, including:

- Refinements to Program Design and Policies and Procedures
- Methodologies for priority scoring and threshold criteria, compliance, and underwriting reviews
- Outreach and marketing to generate quality applications
- CAPGMS Online application and compliance documentation upload functionality
- CAPGMS Remote Verification Reviews including DOB analysis
- CAPGMS Online Grant Agreement generation
- Coordination with City/County departments for grant funding
- Extensive Case Management to aid applicants in providing program required verification documentation.

The EXCEL team will deploy between 10-20 Case Managers, a mix of full- and part-time resources, as well as appropriate quantities of Programmers, QA/QC Case Managers and Processors to quickly deploy its software and to successfully manage this program right-sized to match the incoming cases and to ensure appropriate marketing and delivery of the program to meet City and County expectations.

The fixed fee proposed below expects to provide an average grant to beneficiaries of approximately \$4,500 and will serve approximately 2,020 beneficiaries. This effectively results in a fee of approximately \$475 per beneficiary for all services required to provide the grant to the beneficiary.

6.1 Hourly Rates

These rates below are provided for evaluation. These apply to all staff, including subcontractors, and include overhead and profit.

Position	Hourly Rate	Estimated Hours *	Estimated Total (\$) **
Program Manager	135.00	300	40,500
Deputy Program Manager	110.00	300	33,000
Case Worker / Outreach Specialist	75.00	960	72,000
Case Manager / Processor	65.00	3,946	256,500
Intake / Eligibility Specialist	65.00	3,947	256,500
Staff, Systems and Production Support Lead	196.89	236	46,500
Production Lead	178.51	480	85,000
Quality Assurance / Control Manager I	178.51	480	85,000
Programming, Support & Reporting	178.51	480	85,000

*Estimated effort may shift based on quantity of beneficiaries or if the City or County receive supplemental grant amounts which will require additional intake, case management and program administration efforts.

**Estimated Total is provided for evaluation purposes only. For grand proposed fixed fee, see following section.

6.2 Proposed Fixed Fee for Program Implementation and Delivery

The EXCEL proposed fixed fee is for all services requested in the scope of work.

	City (\$)	County (\$)
Treasury Grant Amount	6,383,864	3,735,545
EXCEL Proposed Fixed Fee (9.5%) ***	606,467	354,877
City/County Administrative Reserve (0.5%)	31,919	18,677
Beneficiary Stimulus Available	5,745,478	3,361,991

***Fixed fee is calculated based on 9.5% of the treasury grant amount to provide all services in the scope of work, cradle to grave. If the award amount increases, the fee amount will also increase at 9.5% of the grant amount. The proposed fee falls beneath the established 10% administrative allowance cap.

6.3 On-Site General Conditions

These costs include any applicable implementation, shipping, and other fees associated with the item, including insurance and documentation reproduction.


Item	Monthly Cost
All General Conditions	\$0 (included in fixed fee)

6.4 Software Costs and Other Expenses

These costs include any applicable implementation, shipping, and other fees associated with the item, including insurance, communications, user access, and documentation reproduction.

Item	Monthly Cost
All Software Costs and Other Expenses	\$0 (included in fixed fee)

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An aerial photograph of a city street scene featuring a prominent red brick church with a tall steeple. The image is overlaid with several diagonal strips of yellow and black construction caution tape. The text 'WE DELIVER EXCELLENCE' is printed in large, bold, white capital letters across the right side of the image.

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Section 7: Subcontractor Identification

7 – Subcontractor Identification

Capital Access



CAPITAL ACCESS

Founded in 1995 as a consulting and operations management firm in housing and grants management, Capital Access staff are experts in federal grant management, including Cares Act funding and HUD CDBG-DR and CDBG-Mitigation. Capital Access Relationship Managers have extensive experience in the delivery of emergency assistance and food insecurity programs, management of public facilities improvements, and emergency shelter operations. Clients include HUD, states, counties, cities, community organizations, developers, and financial intermediaries.

For this endeavor, Capital Access will support the EXCEL Team by providing its custom-developed and field-tested software solution Capital Access Project and Grants Management Services (CAPGMS), a service information system that helps improve the organization, production, and impact of housing, community, and economic development grant programs.

CAPGMS delivers staff support for project, compliance, and grants management services so program staff can focus more time on directly serving community needs. CAPGMS offers:

- Tools for HUD and CARES Act Grants Administration and Project Management
- Systems for Project Tracking and Reporting that bridge IDIS and DRGR with local financial accounting systems.
- Ongoing expert staff support to help solve problems and keep projects moving.

Since CARES Act funds were initially appropriated, Capital Access has deployed CAPGMS for management of COVID relief direct assistance grant programs, including managing the \$1.4 million HC-CARES Rent and Mortgage Assistance program for Hillsborough County, Florida which will provide up to \$7,500 for past due rent or mortgage payments. Capital Access administers this program remotely in collaboration with the Housing staff of Hillsborough County. This program is capitalized with a mix of CDBG-CV, CARES Act, and local general funds. Since 2000, HUD has awarded Technical Assistance contracts to Capital for CDBG, Disaster Recovery, URA, HUD 108 financing, NSP, HOME, and housing trust funds in support of HUD programs. The firm provides a wealth of experience and solutions for strategic program design, regulatory compliance, and program operations for Disaster Recovery projects.

Accordingly, Capital Access provides EXCEL will access to additional subject matter expertise and its team of professionals dedicated to disaster recovery projects, including a deep bench of experienced accountants, financial analysts, project managers, grant managers, disaster recovery specialists, consultants, and other team members. Capital Access offers seasoned professionals versed in the federal regulations governing disasters and federal awards, including FEMA PA and HMA, HUD CDBG-DR, CDBG-MIT, CBDG-Infrastructure and Uniform Guidance. Capital Access also helps to mitigate the audit risk in government-funded projects by compiling documentation, performing reconciliation audits, and applying quality control procedures for each reimbursement request before submitting it

to grant administrators. In addition to their experience in large program management, Capital Access has experience in FEMA and CDBG damage assessment and project application process to help recover costs incurred as a result of a natural disaster.

Products and Services Provided to EXCEL for City/County ERAP Program

Capital Access will support EXCEL with the following tools and services:

- Implementation, maintenance, and support CAPGMS software, including public-facing website, throughout program.
- Assistance with program delivery to EXCEL program management team.
- Services provided on-site or remote, as needed and approved

Percentage of Work to be Performed

EXCEL estimates that Capital Access will provide approximately 1,500 hours of effort, or approximately 30% of the overall project fixed fee proposed, for program management, quality control, production, and software implementation management personnel.

Highlights of Capital Access Prior Experience – COVID

In May 2020, the U.S. Department of Housing and Urban Development selected Capital Access to serve as one of its Technical Assistance Providers assigned to the HUD CDBG-COVID Initiative. The firm has and continues to work directly with HUD staff on the COVID-related programs listed below, among others mentioned throughout this response.

CDBG-CV Economic Development Quick Guide

In February 2021, HUD will publish the CDBG-COVID Quick Guide for Small Business Assistance and Economic Development that was researched and drafted by Capital Access. Capital Access scoured the HUD CDBG-CV Regulatory Notice for all waivers and alternative options afforded CDBG-CV grantees related to economic development. The firm then drafted a guide for how to de-mystify the regulatory requirements.

Ask A Question and FAQs

Capital Access is part of the team that reviews and drafts responses to CDBG-CV questions from grantees and generates frequently asked questions and answers. For this, the firm works closely with HUD Staff which helps us stay current on HUD CDBG-CV regulations.

Highlights of Capital Access Experience – Other Disaster Programs

Below are some examples of large deployments in disaster recovery where the firm mobilized and produced housing and business assistance in short time periods serving a multitude of communities large and small.

Michigan Neighborhood Stabilization

Program 2 Consortium (MI NSP2)

Capital Access developed the vision, strategy, and implementation systems for the \$224 Million Michigan Neighborhood Stabilization Program 2 Consortium, the largest award in a \$2 billion HUD national competition. The Consortium includes Michigan State Housing Development Authority, 8 cities, and 12 land banks operating in distressed cities in Michigan. Capital Access deployed 26 staff to serve as project and grants managers with Consortium cities and land banks and assisted in producing 3,900 demolitions, 1,000 new or rehabbed homes, and 1,000 land-banked parcels all in compliance with HUD rules.

Puerto Rico Department of Housing CDBG-DR Economic Development Programs

In 2019, Capital Access provided program and compliance management support services for Hurricane Maria CDBG-DR funded small business grant and loan programs, urban and rural agriculture support, workforce development and a tourism and business marketing campaign for Puerto Rico for a program totaling \$300 Million.

HUD CDBG-DR Technical Assistance

HUD assigned Capital Access to help Florida, Georgia, Missouri, North Carolina, South Carolina, Texas, and West Virginia develop CDBG DR Action Plans for 2015, 2016 and 2017 floods and hurricanes recovery for programs valued at \$8.2 Million.

New York State Governor's Office of Storm Recovery

In June 2014, New York State Governor's Office of Storm Recovery selected Capital Access to provide program management services for the \$80 million New York Rising Acquisition for New York City (NYRA NYC) program. The firm developed program design, policies and procedures, staffing, document templates and

management systems to get NYRA NYC operational. Capital Access Case Managers processed over 225 applicants. Capital Access program managers developed a project management and reporting system that helped staff manage the program and answer client questions of "Where is my application?" and "What do I need to move to the next step?"

New York City Sandy Build It Back Program

In October 2013, NYC Housing Recovery Office requested Capital Access lead an Operations Management Team to expedite the intake and eligibility for the \$640 million homeowner assistance program. The firm mobilized 22 housing and DR professionals that trained and coached 75 intake specialists to complete 3,200 applications for assistance. The approach provided by Capital Access helped de-mystify what homeowners need to do to move from eligibility to grant signing. Capital Access team members drafted policy guides, Frequently Asked Questions and standard operating procedures for the Acquisition, Repair, Rebuild, and Reimbursement programs. Capital Access assisted with the Acquisition and Buyout Program where we are processed 150 cases through eligibility, award calculation, and settlement.

Other State Supported Disaster Programs

- Capital Access has helped North Carolina streamline and integrate Matthew with Florence CDBG-DR funding into a unified production and grants management delivery system.
- In 2017 HUD assigned Capital Access to assist Florida Department of Economic Opportunity with launch of their \$1.5 billion CDBG DR programs for hurricanes Hermine, Matthew, and Irma. Capital Access helped DEO build its internal implementation management systems and refine

program design to manage the largest DR response since Andrew in the 1990s.

- In 2016, Capital Access drafted the CDBG DR Policy Guide, which provides regulatory guidance for DR eligible activities including housing, business, and infrastructure assistance.
- In 2013, HUD assigned Capital Access to assist New Jersey with program design,

policies, and procedures for Sandy CDBG-DR funds. The firm helped launch the \$600 million Reconstruction, Rehabilitation, Elevation, and Mitigation Program. HUD also assigned Capital Access to assist New York City launch their Sandy Small Business Loan and Grant program. We produced process maps, guidelines, application and reporting tools.


Client Listing Since 2000

Since 2000, Capital Access has provided services to support the following clients and programs. Additional details are available upon request.

- United States Department of Housing and Urban Development (HUD)
- Florida Department of Economic Opportunity Florida Housing Finance Corporation
- Georgia Department of Community Affairs Kentucky Housing Corporation
- Michigan Economic Development Corporation Michigan State Housing Development Authority Missouri Department of Economic Development New Jersey Department of Community Affairs New Mexico Community Development Bureau
- New York Governor's Office of Storm Recovery
- North Carolina Office of Recovery & Resiliency
- Ohio Department of Development
- Pennsylvania Department of Community and Economic Development
- Puerto Rico Department of Housing
- South Carolina Disaster Recovery Office
- State of West Virginia
- Virginia Housing Development Authority
- Act 179 CDBG Study Mobilization
- AECOM, formerly URS Corporation
- APTIM, formerly CB&I Shaw
- Battle Creek, MI
- Benton Harbor, MI
- Berrien County Land Bank, MI
- Biddeford, ME
- Bridgeport, CT
- CA-003 DR Launch Georgia DCA
- CA-003 NCORR
- CA-003 Product Devel-Econ Devel Quick Guide
- CA-003 SC NC WV CDBG-DR
- CA-004 Biddeford
- CA-004 On-Call
- CA-004 Texas CDBG-DR
- CA-004 West Virginia/South Carolina MITIGATION
- CA-005 AAQ
- CA-005 CDBG Timeliness Sunnyvale, CA
- CA-005 CDBG-DR Policy Guide

- CA-006 FL DEO Part III
- CA-007 Georgia CDBG-DR
- CA-008 Missouri CDBG-DR
- CA-009 Gainesville, Ocala, Marion FL CDBG
- CA-010 NC Hurricane Recovery
- CAI-0-2016-004 NC - Matthew & Florence CDBG-DR
- CAI-0-2016-003 DRGR AAQ
- Calhoun County Land Bank, MI
- Camden Redevelopment Agency
- CAPGMS Back to Business Grant CDBG-CV/CARES
- Carrera Mgmt Group LLC dba H2Bravo - FEMA PREPS for Texas GLO
- Catalytic Fund of Northern Kentucky
- CDBG Entitlement Grants Management Consulting
- Center for Community Progress
- Center for New York City Neighborhoods
- Chicago, IL
- Cincinnati Development Fund
- City of Biddeford, Maine - Job Retention Grant - CDBG-CV
- City of Bridgeport, CT - HUD Grants & ERR Clean-Up
- City of Chicago - HOME & NSP Housing Portfolio Inspections
- City of Saginaw, MI
- City of St. Louis - Healthy Home & Housing Production Manuals
- City of Tampa - NSP Closeout
- Clarifi - Healthy Row House
- Columbia, SC - Multi-Family Affordable Housing DR TA
- Community Ventures of Kentucky
- Connecticut Housing Coalition
- Connecticut Housing Investment Fund
- Cook and DuPage Counties, Illinois
- CPD CA-018 Fin Management Curriculum Phase II
- CPD CA-020 Marion County, FL
- CPD CA-022 Section 108
- CPD CA-023 Springfield, MA OnCall
- CPD CA-024 C4si Subcontract eCon Planning
- CPD CA-025 St. Louis County
- CPD CA-026 Texarkana
- CPD CA-027 Texarkana Phase II
- CPD CA-028 Florida DEO
- CPD CA-029 Florida DEO Phase II
- DCED URA Relocation Services for DR
- Detroit Land Bank
- Detroit, MI
- Duke Energy Urban Revitalization
- EDA CARES Act Relief and Recovery Plan
- Enterprise Community Partners
- Erie, PA
- Evansville, IN
- Federal Home Loan Bank
- Flint, MI
- Florida Housing Finance Corporation - Predel Loan Program
- Florida Neighborhood Lending Partners
- Fort Wayne, IN
- Gainesville, FL
- Gainesville, FL - GNV Cares About Business & Neighbors Grants
- Genesee County Land Bank, MI
- Grand Rapids, MI

- H2Bravo, Hurricane Harvey, Texas Rapid Repair
- Hamtramck, MI
- Harrisburg, PA
- Hempstead, NY
- Highland Park, MI
- Horne LLP - Puerto Rico CDBG-DR-Econ Devel Programs
- Horne, LLP
- HUD Cares CV TA B-20-TA-PA-0015
- HUD NSP TA FY2011 T-12-NN-42-0015
- HUD OneCPD TA C-16-TA-PA-0025
- HUD OneCPD TA C-18-TA-PA-0015
- HUD OneCPD TA D-18-TA-PA-0015
- HUD OneCPD TA O11TAPA0017
- HUD OneCPD TA O-13-TA-PA-1308
- Indiana Assoc. for Comm. & Econ. Development
- Indianapolis, IN
- Ingham County Land Bank, MI
- Jersey City - Section 108 Loans
- Jersey City, NJ
- Kalamazoo County Land Bank, MI
- Kalamazoo, MI
- Lansing, MI
- Limerick Township - 2015 2016 and 2017 Technical Assistance
- Local Initiatives Support Corp
- Marion County, FL
- Merced, CA
- MI Econ Devel Corp (MEDC) CDBG Revolving Loan Fund
- Michigan State Housing Development - NSP2 closeouts
- Michigan State Land Bank
- National Development Council
- NeighborWorks America
- NeighborWorks America 9 Trainings 2015-2018
- New Jersey Redevel Authority CDBG & HOME Trainings 2015 & 16
- New Jersey Redevelopment Authority
- Newark Comm Econ Dev. Corp. 505 Clinton Ave. Redevel & Financing
- Newport News, VA
- NJ Housing & Community Development Network
- Norfolk, VA
- Norfolk, Virginia - HUD Grants IDIS Clean-Up and Program Reviews
- NSP-CA-014 NSP Closeouts
- NSP-CA-015 PA DCED
- NY City Housing Recovery Office
- NY GOSR Sandy CDBG-DR Buyout Prgm Management
- Ocala, FL
- Ohio Capital Corporation for Housing
- PA Dept of Community & Economic Dev
- Phila Energy Auth - Built To Last Home Repair & Energy Efficiency
- Pontiac, MI
- Saginaw County Land Bank, MI
- Sharonville, OH
- St. Johns County, FL
- St. John's County, Florida
- St. Louis City, MO
- St. Louis County - Sec 108 Loan Guarantee Proj Underwriting
- St. Louis County, MO
- Texarkana, TX
- Waterbury, CT



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Section 8: References


8 – References

EXCEL is pleased to provide the following references for projects where we have provided professional programmatic services similar to those requested by the City/County. The proposed personnel in Section 3 provided services for each of the referenced projects below.

Table 4: Client References. This table includes clients for whom we have provided similar services to this RFP.

Project Name	Contact Information
Voluntary Home Buyout Program Implementation and Management Clay County, FL Firm: EXCEL (Prime)	John Ward Emergency Management Director 2519 State Road 16 W. Green Cove Springs, FL 32043 John.ward@claycountygov.com 904-439-0054
ReBuild North Carolina Permanent Residential Construction Management - Rehabilitation Assignments Rehab-04 and Rehab-07 North Carolina Office of Resiliency and Recovery Firm: EXCEL (Prime)	Danny Permar AECOM (Program Manager) 1600 Perimeter Park Dr, Ste 400, Morrisville, NC 27560 Danny.Permar@aecom.com 470-258-9543
COVID HC-CARES Rent and Mortgage Assistance Program Hillsborough County, FL Firm: Capital Access (Prime)	Michelle Boone, MPA Managing Director, Affordable Housing Services, Hillsborough County 601 E. Kennedy Blvd., 24th Floor, Tampa, FL 33602, BooneM@HCFLGov.net 813-274-6842
Grants Management and Closeout Services Michigan State Housing Authority / Michigan NSP2 Consortium Firm: Capital Access (Prime)	Tonya Young Formerly Director of Compliance for MI NSP2 Consortium Michigan State Housing Development Authority 735 E Michigan Avenue, Lansing, MI 48909 Youngt4@michigan.gov 517-335-4337
URA Tenant Relocation Services Manager Pennsylvania Department of Community and Economic Development Firm: Capital Access (Prime)	Kathy Possinger, Director of Center for Compliance, Monitoring & Training PA DCED 400 North Street, 4th Floor, Harrisburg, PA 17120 717-720-7315 kapossinge@pa.gov

Project Name	Contact Information
COVID Back to Business Program St. Johns County, FL Firm: Capital Access (Prime)	Shawna Novak Health and Human Services Director Department of Health and Human Services snovak@sjcfl.us 904-209-6089
GNVCares About Neighbors and GNVCares About Business Emergency Assistance Grants Gainesville, FL Firm: Capital Access (Prime)	Deborah Bowie Assistant City Manager bowiedv@cityofgainesville.org 352-393-5010



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Appendix A: *Résumés*

Appendix A: Résumés

EXCEL is pleased to present résumés for the following proposed staff:

- Teresa Carter, Program Manager
- Emily Young Hinton, Deputy Program Manager
- Jeremy Newberg, Staff, Systems and Production Support Lead
- Dayatra Coles, Production Lead

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TERESA CARTER

PROGRAM MANAGER

EXCEL

YEARS OF EXPERIENCE

35

RELEVANT EXPERTISE

Federally Funded Projects and Grants **32**

Federal Compliance Requirements **32**

Mitigation Programs **31**

Project Management **35**

Louisiana Federal Grant Management **15**

Information System Deployment and Maintenance **31**

CERTIFICATIONS

- Q Clearance, Homeland Security
- Presidential Directive 12
- Homeland Security, Active

PROFESSIONAL AFFILIATIONS

- Emergency Managers, Member
- National Emergency Management Association, Member
- North Carolina Emergency Management Association, Member
- National Hurricane Conference, Chair, Recovery Planning Committee
- Disaster Recovery Contractors Association, Member

HIGHLIGHTS

- Prepared and managed FEMA Public Assistance (PA) and Individual Assistance (IA) Programs for North Carolina following seven disasters.
- Served as **senior adviser for FEMA/NYC debris operations** at the World Trade Center after the attacks of 9/11.
- Under **joint deployment request by FEMA and Louisiana** as a senior advisor for all recovery (including FEMA IA) to the State of Louisiana after Katrina and to the Country of Haiti at the request of the State Department after the earthquake in 2010.
- **Author/co-author for PA, IA, and Debris courses** for FEMA Emergency Management Institute (EMI) from 2000-2001.

EXPERIENCE

July 2019 - January 2020

Program Manager/SME, Camp Fire of 2018, Paradise Irrigation District (PID), Paradise CA, \$1 million

- Provided Public Assistance (PA) and Hazard Mitigation (HM) management services in connection with the oversight and management of PID's Camp Fires 152+ million Recovery Program which consists of the entire water system, reservoir, dam, and treatment plant following the destruction of 10,000 structures with metered connections. At this time, two of the 16 projects are in the process of becoming 428 projects, there are being developed for lateral replacements, and for reservoirs and capacity improvements.
- The contract consisted of project identification, project worksheet formulation, document review, monitoring, and closeout activities, and grant management support duties.
- Additional tasks (such as highly technical engineering studied, cost analyses, complex legal analysis, or detailed audits.

April 2018 - January 2020

Program Director, Technical Assistance Contract (TAC), Texas Department of Emergency Management, Statewide, Texas, \$1.5 million

- Managed program staff under the TAC contract to work on closeout and other technical assistance projects for 13 open disasters.

June 2018 - October 2018

Senior Subject Matter Expert, Hurricanes Irma & Maria Territorial PA Support - 428, Private Property Debris Recovery and Demolition, Puerto Rico Emergency Management Agency, San Juan, Puerto Rico, \$2 million

- Responsible for the development of PPDR and Demolition Training, PPDR Joint Task Force with FEMA, AFI, and the COR3. Developed workflow for the 428 project worksheet development and the requirement flow-down to support project funding and closeout.

TRAINING

- State Public Assistance Management, Emergency Management Institute (EMI), 2001
- Debris Operations Course, 2000
- PA Operations 2, 2000
- PA Operations 1, 1999
- Debris Management Course, EMI, 1997
- HAZWOPER 40 HR, 2009-2015
- Intro to PA, 2019

EMPLOYMENT HISTORY

- EXCEL, 2020 - Present
- APTIM, 2019 - 2020
- T Carter Consulting, 2015 - 2019
- Louis Berger Group, 2008 - 2015

June 2018 - October 2018

Senior Advisor, Debris, Eligibility Training, Puerto Rico Office of the COR 3, San Juan, Puerto Rico

- Responsible for the development of Eligibility Training for the PPDR program for the Office of the COR3 and FEMA.

September 2017 - June 2018

Senior FEMA PA and Debris Advisor, Hurricane Irma and Maria Recovery, Commonwealth Agencies, Puerto Rico, San Juan, Puerto Rico, \$50 million

- Initial deployment after Hurricane Irma then subsequently post-Hurricane Maria in support of the territory's emergency management efforts to implement and manage FEMA's PA program
- Led team of over 100 PA professionals in support of 60+ state agencies providing assistance and expertise related to program issues including eligibility, administration, reimbursement, and closeout
- Assisted Recipient in developing strategies and tactics to administer FEMA PA funds between FEMA and eligible subrecipients
- Assisted Recipient in joint FEMA/Recipient negotiations to develop disaster-specific guidance for the Public Assistance Alternative Procedures (PAAP) or Stafford Act Section 428 program for permanent work.

September 2017 - September 2017

Audit and Senior Technical Advisor, 428 Project, NYU Medical Center, New York City, NY, \$1.5 billion

- Performed audit of contracts and cost spending on 1.5 billion medical center floodwall protection 428 project. Ensure cost and contracts were compliant with federal guidance and scope across the entire project scope. Review procurement and contracting documentation for NYC MWBE contracting to confirm that the medical center utilizes at least 20% MWBE contractors in their recovery.

September 2017 - September 2017

Senior Subject Matter Expert, Hurricane Irma Recovery and Debris, Osceola County, FL, Kissimmee, FL, \$300,000

- Provided staff augmentation for disaster recovery, debris management, and operations for the County Emergency Management Center following Hurricane Irma in 2017.

October 2016 - September 2017

Senior Subject Matter Expert and Project Manager, Debris and PA Project Development following Hurricane Mathew, Cumberland County and Fayetteville Public Works Commission (PWC), Fayetteville, NC, \$1 million

- Worked with Cumberland County and PWC staff to identify damage and develop public assistance projects, identify hazard mitigation projects, and prepare documentation for project worksheets and closeout packages.

November 2012 - March 2016

Program Director, Hurricane Sandy Response & Recovery, New Jersey Office of Emergency Management, Ocean County, NJ, \$11 million

- Managed Louis Berger's recovery team and supervised administration of the FEMA PA program and all other related disaster programs for multiple communities on the Jersey Shore following Hurricane Sandy.

- Oversaw PA for local clients, several large-scale debris monitoring projects including right-of-way debris removal from roads and highways in 18 communities; marine debris removal from coastal areas and wetlands for state waters; and private property demolition removal (PPDR) for local communities.
- Responsibilities included monitoring multiple companies simultaneously, providing comprehensive record management, and coordinating between state and local officials, FEMA, numerous private stakeholders, and debris removal contractors.

October 2013 - February 2014

Lead Course Developer and Instructor, FEMA Housing Inspection Services, (Vanguard - Tri-Venture, Louis Berger, Atkins, Tidal Basin), Winchester, VA, \$187 million

- Served as a lead course developer for the training and lead instructor.
- Trained over 900 inspectors nationwide in the first 90 days of the contract award.

September 2011 - July 2012

Technical Director, Hurricane Irene Response and Recovery, Virginia Departments of Transportation and Emergency Management, Richmond, VA, \$3 million

- Provided recovery management support, and technical expertise to state and local officials. She managed multiple debris monitoring operations, provided management and technical guidance on Project Worksheet (PW) development for the staff for delivery to FEMA, and Damage-Site Reviews for the Federal Highway Administration (FHWA).
- Managed grant administration to maximize the State's eligible recovery funding. She also prepared closeout-ready files for approved PWs and Damage-Site Reviews.

August 2012 - June 2013

Technical Director QA/QC, COOP/COG Review, Virginia Department of Emergency Management, Planning Contract, Richmond, VA, \$1.5 million

- Performed an independent review of 117 Continuity of Operations (COOP) Plans for the Commonwealth of Virginia, for VDEM to gain insight into its COOP program. The review identified strengths, challenges, and opportunities for improvements, and implementation strategies. The results of the review were reported to each agency and the Governors' office.
- Initially, the Berger Team worked with VDEM to develop an assessment tool/score-card matrix, using the current VDEM and Federal COOP templates as a base. The team then performed modifications to ensure the review would meet the Commonwealth's specific needs. This tool was reviewed, revised, and approved by VDEM's Director for COOP and the Planning Director. Then each COOP Plan was assessed against the current federal guidance.
- Finally, feedback on each plan was provided to the directors. A final report capturing discussions, recommendations, and best practices/resources were submitted at the end of activities.

October 2008 - February 2016

Technical Director, Hurricane Ike Response - Galveston Historic Foundation, Center for 20th Century Texas Studies, Galveston Park Board and the Rosenberg Library, Galveston, TX, \$2.5 million

- Supported the GHF with project development, damage assessments, coordination of communications between the client agencies, FEMA, and other recovery team members, such as USACE and GLO.

- An integral part of each subsequent phase of the process, including management of the FEMA PA Program and Insurance Recovery; preparing NEPA compliance documents and hazard mitigation grant program (HMGP) proposals; developing first-level appeals; and PW amendments, and alternate/ improved plans. Critical to these efforts was the recovery/reconstruction of Galveston area parks and park property, including a U.S. Navy destroyer, several pavilions, buildings, piers, bulkheads, and beaches.

October 2010 - September 2011

Technical Assistance Contractor, PA First Appeals, FEMA, Washington, D.C., \$20 million

- Worked with FEMA regional offices to review, analyze, and develop draft responses to appeals filed with FEMA Regional Administrators under the public assistance program. The analysis included project eligibility, scope of work alignment, cost estimation review, and project timeline review.

October 2008 - February 2016

Technical Director, Galveston Park Board, Hurricane Recover/FEMA Technical Assistance Contract, Hurricane Ike Response, Galveston, TX, \$3 million

- Supported the GPB by providing damage assessments, facilitating FEMA team communications, helping manage the FEMA PA Program and Insurance Recovery from Hurricane Ike; developing first-level appeals; and aiding in recovery and reconstruction efforts of multiple parks and facilities.
- Developed the GPB Emergency Management and Recovery Plan.
- Assisted with technical consulting, coordination, and project development phases for these efforts working closely with FEMA in conjunction with GLO and USACE for coastal and beach recovery and mitigation efforts.
- Assisted in the planning and preparation of hazard mitigation grant proposals ((HMGP), PW amendments, NEPA submittals, and alternate and improved project documentation/plans.
- Provided technical guidance, assessment, and support on numerous park properties damaged during the hurricane to include a Navy Destroyer and Submarine, several Pavilions, buildings, piers, bulkheads, and beach impacts.
- Worked with GPB personnel to gather loss information and to build files and information needed to assist FEMA with PWs and supporting information.
- Helped complete the final relocations.
- Improved and alternate projects were very complicated and involved many stakeholders at the local, state, federal, citizen groups, and PNP level.

May 2009 - April 2010

Technical Director, Maryland Judiciary COOP/COG Review, Onsite Staff, Training and Exercise, Baltimore, MD, \$500,000

- Performed an independent review of 50 COOP Plans for the Administrative Office of the Courts (AOC) of the Maryland Judiciary. The Judiciary's goal was to gain insight into their COOP program through an independent assessment. The review identified strengths, challenges, opportunities for improvements, and strategies for implementing improvements to the plans and the results of the review are being reported to each circuit, district, and administrative court in the judiciary.
- Worked closely with the AOC, developed an Assessment Tool/score-card matrix using the currently available Federal COOP template as a base, and then

performed modifications to ensure meeting the very specific needs of the Judiciary and its stakeholders. This tool was reviewed, revised, and approved by Maryland's Judiciary Director and Deputy Director of Emergency Management. Each COOP Plan was assessed against the current federal guidance and assessment feedback was provided on each Plan to the Director and Deputy Director of Emergency Management. A final report was then written to capture discussions, recommendations, and best practices/resources.

January 2006 - January 2008

Project Manager, District 4 Emergency Operations Manual, Florida Department of Transportation, Ft. Lauderdale, FL., \$50,000

- Oversaw and developed the revision and update of the Florida Department of Transportation, District 4 Emergency Operations Manual, including FHWA-ER program requirements for the Florida Department of Transportation (FDOT) as well as local governments, and developed and delivered training in debris management for contract monitors.

January 2006 - January 2008

Project Coordinator, PA Technical Assistance, Virginia Department of Emergency Management, Richmond, VA, \$5 million

- Supervised staff and worked directly with the Federal and State Coordinating Officers, Federal and State PA Officers, and their respective personnel in planning, policy, eligibility, and overall disaster operations.
- Developed the state administrative plan and annex template for disaster costs for future disasters.

January 2006 - January 2008

Project Coordinator, PA Technical Assistance, State of Louisiana Administrative Plan, Baton Rouge, LA, \$100,000

- Developed the State of Louisiana's administrative plan and annex template for all disaster costs for future disasters, following Hurricane Katrina.

January 2006 - January 2008

Debris Operations SME, Hurricane Katrina After Action Report (AAR), FEMA, Baton Rouge, LA., \$150,000

- Performed in the role of the debris SME for the catastrophic planning initiative for New Madrid and the South Eastern Region.

October 2005 - January 2006

Contract Manager/Senior Recovery, PA Technical Assistance, State of Louisiana, Baton Rouge, LA, \$75 million

- Advised the State of Louisiana on policy issues and suggested procedures for the state recovery program in cooperation with FEMA and their programs including state grant management systems, mutual aid agreements for several state agencies and organizations. She developed the State Administrative Plan for post-Hurricane Katrina and the template for disasters that followed.
- Managed a staff of approximately 40 consultants who worked with applicants and FEMA on the recovery process, project eligibility, policy development, insurance issues, and project development for Hurricanes Katrina and Rita.
- Included oversight of over 200 state debris monitors.

September 2004 - August 2005

Contract and Program Manager, Planner/Senior SME; Treasure Coast of Florida and St Lucie, Indian River and Martin County School Districts, Jensen Beach, FL, \$1.5 million

- Served as Contract Manager for three school districts, two counties, and five cities on the east coast of Florida.
- Consulted with applicants and the State of Florida on FEMA processes, project eligibility, insurance issues, project development, and closeouts of projects following the storm season of 2004/2005 in Florida.
- Developed the emergency management response, recovery, and debris plans.

June 2000 - September 2005

Program and Contract Manager and Technical Expert, Annual Services, NCDOT Statewide, Raleigh, NC, \$200,000

- Provided engineering, management, auditing, and public assistance advice to the State Department. The services involved defining procedures and policies to be used by the Department and District engineers following a Presidentially declared disaster.

June 2000 - September 2005

Project Manager, Debris Operations, Wake County, NCDOT Statewide, school District and 16 Communities within Wake County and State Capital, Raleigh, NC, \$175,000

- Developed debris management, coordination, and operations plans, while also monitoring debris operations for Wake County's 9 communities and the Wake County School District, NCDOT statewide, Currituck and Bertie Counties, in North Carolina.

June 2000 - September 2005

Project Manager, Debris Operations, Barbados

- Served as Project Manager for the development of the island-wide debris plan, and developed training on a one-day course for debris operations for all levels of government on the island of Barbados.

June 2000 - September 2005

Lead Trainer, Debris Management and other PA Courses, National Hurricane Conferences, Washington, D.C., New Orleans, LA, and Orlando, FL

- Conducted numerous training courses for various organizations both federal and state.
- Served as a lead trainer for the State PA Course, State Management Course, and PA Operations I and II Courses, and was the lead course redeveloper and instructor for Debris Operations and Debris Management Courses piloted in February 2001 at the National Hurricane Conferences in Washington, D.C., New Orleans, LA, and Orlando, FL.
- Served as National Hurricane Conference Co-Chair and is now Chair of the Recovery Committee, and an instructor for The Emergency Management Institute's offering of the Debris Management Course and other PA Courses.

June 2000 - September 2005

Advisor, World Trade Center Debris Removal Operations, Client, New York City, NY, FEMA TAC, \$150 million

- During World Trade Center Debris Removal Operations, Ms. Carter was one of three debris advisors responsible for providing technical support for debris operations issues at the World Trade Center in New York City and for the sorting operation on Staten Island after the terrorist attacks of September 11, 2001.

- Provided the oversight for the monitoring of the removal of more than 1.4 million tons of debris, while working with FEMA, state, and local officials to ensure the proper use of equipment and procedures by city contractors.

June 2000 - September 2005

Program Manager and SME, District of Columbia, Department of Public Works, Washington, DC, \$1 million

- Developed plans for Washington, D.C. in Debris Management and Operations, Debris Operations Coordination Plan for the National Capital Region, Recovery Planning, Water and Ice Plan, Emergency Support Functions (ESF) 3 and 10, as well as the Emergency Support Liaison Plan for ESF 3 and 10 in the District and the National Capital Region which includes 16 communities and 2 states.

June 2000 - September 2005

Instructor, Debris Courses, Solid Waste Association of North America, Memphis, TN; Orlando, West Palm Beach, FL; and Charlotte, NC, \$50,000

- Instructed the association's first debris courses, which were offered at its bi-annual National Conferences in April 2001, December 2001, and February 2005.

June 2000 - September 2005

Project Manager, Multi-Hazard Mitigation Plan, Cherokee Indian Reservation, Cherokee, NC, \$150,000

- Developed a Multi-Hazard Mitigation Plan for the Cherokee Indian Reservation in western North Carolina, the re-study, and floodplain mapping of 13 miles of stream throughout an urbanized area.

June 2000 - September 2005

Project Manager, Demolition of Floodplain Structures Under the FEMA and North Carolina Hazard Mitigation Grant Program (HMGP), City of Rocky Mount, Nashville, Tarboro, Nash, Edgecombe County, NC, \$1 million

- Worked with the City of Rocky Mount, Edgecombe, and Nash Counties to manage the demolition of structures purchased by these governments for demolition as a result of flooding caused by Hurricane Floyd in September of 1999. The Rocky Mount demolition involved 505 structures, including three multi-family complexes, and included the removal of outbuildings, pavement, grading, seeding, and closing off utilities. The demolition in Edgecombe and Nash Counties involved 230 and 29 structures, respectively.

November 1996 - June 2000

North Carolina PA Officer, Seven Presidentially-declared Disasters, Raleigh, NC

- Prepared and managed the PA Program for the state following seven disasters.
- Worked with FEMA on policy and procedures for disaster assistance for the citizens of North Carolina.

November 1996 - June 2000

Infrastructure Branch Chief, Emergency Operations Center, North Carolina Division of Emergency Management, Raleigh, NC

- Coordinated each state agency involved in the infrastructure response to disasters, developed communication, and planning protocols for response actions within the infrastructure group.

June 1999 - June 2000

Deputy Public Assistance for Debris, Project Manager, FEMA/State PA Program - Hurricane Floyd, First state-wide mobile home demolition contract. Raleigh, NC

- A coordinated effort in 20 counties in eastern North Carolina.
- The project included the design of the demolition process from documentation through the actual methodology for the demolition of each unit to the completion of the demolition for all of the 1500+ affected structures within the six-month time frame as designated by the State. The project was completed and funded within the awarded time.

September 1999 - June 2000

Deputy PA Officer, Demolition Projects - Hurricane Floyd, State of North Carolina Emergency Management, Raleigh, NC

- Administered state and federally-funded demolition projects, including the Town of Princeville, NC, in the aftermath of Hurricane Floyd.
- Developed the state procedure for the demolition of Hazard Mitigation Acquisitions through the PA program, including acquisitions under the federal supplemental funding package for Hurricane Floyd.

June 1998 - June 2000

Deputy PA Officer-Lead Project Manager, Demolition Program of HMGP Buyout Structures, North Carolina Emergency Management, Raleigh, NC

- Developed the documentation, process, and project worksheet formulation following FEMA policy, and demolished over 10,000 structures in eastern North Carolina.

September 1999 - June 2000

Public Assistance Officer and Lead Planner, North Carolina State Debris Plan and Mutual Aid Agreement, North Carolina Emergency Management, Raleigh, NC

- Developed the North Carolina State Debris Plan and Mutual Aid Agreement in conjunction with the Chief of Highways for North Carolina Department of Transportation and the Secretary's office for both Crime Control and Public Safety and North Carolina Department of Transportation.

September 1999 - June 2000

Debris Officer/DPAO for Debris and head of State Debris Task Force, North Carolina Emergency Management, Raleigh, NC

- Developed debris plans and conducted training for NCDOT Statewide and Division levels, as well as local groups both private and public.

October 1989 - July 1990

General Manager/Recovery Director, for community of Redwood Estates and Redwood Mutual Water District, Redwood Estates, CA

- Led the recovery of the community and water services.
- Managed all phases of repairs and replacement of all waterlines, reservoirs, roads, recreation facilities, and community offices and work through the federal grants with FEMA for reimbursements on all losses not covered by insurance and developed strategy for the telemetry and water pipeline from the San Jose Water system 5 miles up the mountain to the reservoir pumping station including five lift stations designed for several local communities to connect for their water needs. Funds were provided by FEMA PA, 406 and 404 mitigation funds.



EMILY YOUNG HINTON

DEPUTY PROGRAM MANAGER

HIGHLIGHTS

- Spent the bulk of her career with the NC Division of Emergency Management until 2012 when she retired from the State as Assistant Director for Recovery Operations of Emergency Management.
- Has worked on dozens of disasters specializing in mass care, Individual Assistance (IA), and sheltering management.
- In 2018, began working for FEMA in various coordination roles and continued to utilize her disaster recovery and public administration experience.

RELEVANT TECHNICAL AND FUNCTIONAL EXPERIENCE

May 2018 - February 2019

Crew Lead, Voluntary Agency Liaison, Federal Emergency Management Agency (FEMA), National Disaster Recovery Support, Washington, DC

- Prepared weekly reports for Health and Social Services leadership of activities from Voluntary Agency Liaisons Section throughout the Puerto Rico voluntary agencies and disaster assistance programs.
- Documented the resources and services provided in the Community Recovery Centers (CRCs) by the Non-Governmental Organizations (NGOs). This information is stored in tracking tools used by VALs and CRC Managers.
- Identified resources that can meet disaster-related needs.
- Researched NEMIS to conduct case review to ensure there is not a duplication of benefit.
- Participated in the implementation of the Voluntary Agencies Leading and Organizing Repairs (VALOR) program.

March 2018 - May 2018

Crew Lead, Water Sector, FEMA, National Disaster Recovery Support, Washington, DC

- Prepared, coordinated, and attended Water Sector meetings.
- Maintained and update notes from meetings.
- Prepared for Sector Solutions Team Introductory Meeting.
- Worked with hotel staff for setting up meeting areas.
- Participated on a virtual Advance Evaluation Team to assess the need for assistance in American Samoa.

YEARS OF EXPERIENCE

32

RELEVANT EXPERTISE

Grant Management	32
State and Local Government Clients	32
Case Management	32
CDBG Work	0
Reporting and Data Management	32
Emergency/Disaster Management	32
Audits, Compliance and Financial Management	32
Fraud, Waste, & Abuse	0

EDUCATION

- Bachelor of Arts, Public Administration, 2000

RECOGNITION

- NC Department of Crime Control and Public Safety Secretary's Gold Circle Award, June 2006
- Tar Heel of the Week, News and Observer, newspaper, July 2011
- NC Department of Crime Control and Public Safety Secretary's Meritorious Service Award, December 2011

EMPLOYMENT HISTORY

- EXCEL, 2020 – Present
- FEMA, 2018 – 2019
- Poplar Springs Christian Church, Inc., 2015 – 2018
- Volt Workforce Solutions, 2014 – 2015
- NC Division of Emergency Management, 1988 – 2012

EXCEL

February 2007 – April 2012 (Retired)

Assistant Director, NC Division of Emergency Management, Raleigh, NC

- Coordinated in the leadership and supervisory capacity from damage assessment to long term for Hurricane Irene (8/2011) (DR-3327 and DR-4019) [\$124 Million], Severe Storms, Tornadoes, and Flooding (4/2011) (DR-1969) [\$2.4 million], Tropical Storm Nicole (9/2010) (DR-1942, IA only) and Hurricane Earl (9/2010) (DR-3314, PA only) [\$5.5 million], Winter Storm and Flooding (2009) (DR-1871, PA only) [\$18.8 million]; Tropical Storm Hanna (9/2008) (DR-1801, PA only) [\$4.6 million]; Evans Road Fire (2008) [\$2.4 million]
- Assigned as the Deputy State Coordinating Officer for the above-mentioned disasters.
- Analyzed data from completed local and State damage assessment which is used, determined if there was enough damage to warrant requesting Federal Emergency Management Agency (FEMA) for a joint damage assessment team.
- Responsible for ensuring the federal disaster declaration documents and damage assessment reports were prepared for the Governor's signature and sent to the FEMA Regional Officer.
- Ensured disaster survivors received due process in accordance with 44 Code of Federal Regulations and Robert T. Stafford Disaster Relief Act.
- Supervised, monitored, and reconciled millions of dollars in Federal and State appropriated funds provided to support disaster survivors and local governments.
- Screened applications and sat on the interview panel for potential employees in the Recovery Section.
- Developed a working budget for implementation and management of the disaster recovery programs.
- Worked with NC Department of Agriculture organizing documents in order to request federal assistance.
- Tracked status of projects and funding using National Emergency Informational System (NEMIS) for the Individual Assistance (IA) program and Emergency Management Mission Integrated Environment (EMMIE) for Hazard Mitigation and Public Assistance (PA).
- Reconciled and closed six federally declared disasters with FEMA.

February 2006 – February 2007

**Individual Assistance (IA) Manager, NC Division of
Emergency Management, Raleigh, NC**

- Ensured programs were activated and implemented to assist disaster survivors: Individuals and Households Program (IHP), Crisis Counseling, Disaster Legal Services, Disaster Unemployment Assistance, the Disaster Supplemental Nutrition Assistance Program, Disaster Case Management (DCM), Voluntary Agency Liaisons (VALs) and the Small Business Administration's (SBA) Disaster Assistance.
- Worked with Human Service Manager to coordinate sheltering and mass feeding operations in the affected areas. Responsible to setting up disaster recovery mission in shelters to expedite recovery efforts.
- Explained the FEMA Individual Assistance programs to disaster survivors face to face and at local meetings in the affected areas.
- Served as ex-officio member of the Voluntary Organization Active in Disaster (VOAD) and kept VOAD members abreast of State activities and resources.
- Prepared oral and written reports for NC Emergency Management senior management and Governor's Office staff concerning the findings from the federal, state and local damage assessment reports.
- Conducted case management when needed and explained to survivors the process and provided them documentation to self-check their status.
- Monitored and implemented case management and outreach programs for disaster survivors.
- Assisted citizens identifying resources outside of disaster programs.
- Created and implemented the Bridge Program in western NC. Program was designed to replace bridges to individuals' homes in rural areas.
- Responsible for Community Relations State Team members, partnered with FEMA Community Relations Staff, made sure that were armed with the most current information for the areas affected.
- Working knowledge of National Incident Management System (NIMS) and the Incident Command System (ICS).
- Prepared written reports on the status of Individual Assistance program recovery.
- Reported activities at briefings.

September 2000 – February 2006**Human Services Assistant Manager, NC Division of
Emergency Management, Raleigh, NC**

- Developed a working budget for management for the active recovery programs.
- Ensured disaster survivors received due process in accordance with 44 Code of Federal Regulations and Robert T. Stafford Disaster Relief Act.
- Monitored and reconciled over \$20 million in Federal and State appropriated funds.
- Accessed FEMA software National Emergency Management Information System (NEMIS) to track, retrieve and run reports as needed.
- Identified and assessed unmet needs to present a request to the Director for a State declaration.
- Met quarterly with the Sheltering and Mass Feeding Team and VOAD Executive Board to ensure the State's readiness.
- Worked with Mass Care Team to ensure their healthy dietary needs were met.
- Coordinated shelter operations with American Red Cross and NC Department Health and Human Services based the impacted area. Worked with Baptist Men and Salvation Army to provide feeding in the shelter for the disaster survivors.
- Ensures shelters capacity/head count was documented for Governor's Daily Report which were also used as backup in the FEMA declaration request.
- During steady state worked with counties and churches to become shelter sites.
- Provided oral and written reports to the Governor's Office via the Secretary of the Department of Crime Control and Public Safety (DCCPS) on the plans and statistics of the well-being of the State's citizens in the aftermath of any man-made and natural disaster that involved the Individual Assistance Program.
- Had oversight of the Individual Assistance programs but not limited to Individuals and Households Program (IHP), Crisis Counseling, Disaster Legal Services, Disaster Unemployment Assistance, the Disaster Supplemental Nutrition Assistance Program, Disaster Case Management, and the Small Business Administration's Disaster Assistance.

September 1999 – September 2000

Unmet Needs Coordinator, NC Division of Emergency Management, Raleigh, NC

- These efforts supported the following major disasters: Hurricane Bonnie (9/1998, DR-1240), Hurricane Dennis (9/1999, DR-1291 and Hurricane Floyd 9/1999, DR-1292).
- Served as the congressional and legislative liaison for FEMA application status for constituents (ensured the survivor's needs were met in a timely manner and that they received due process).
- Coordinated outreach activities with volunteer organizations and community leaders.
- Managed all day-to-day operations requirements for the Disaster Recovery Centers in addition to assisting FEMA in securing local potential employees to register survivors in the centers.
- Worked on a taskforce with NC Department of Health and Human Services staff on a back-to-work program which started working with disaster survivors housed in shelters in the aftermath of Hurricane Floyd.
- Represented the Human Services Section at disaster recovery meetings in the community. During the peak recovery period, supervised ten staff members assigned to Victim's Advocacy Team and the Long-Term Recovery Committee Team members to ensure disaster survivors received due process.
- Responsibilities included: case management (victims advocacy), outreach (community relations and Long-Term Recovery Committees), and Disaster Recovery Centers (DRCs). Coordinated case management through the State Victim's Advocacy Team (VAT) to provide survivors assistance from volunteer organizations and the faith-based community.
- Kept management abreast of program activities through oral and written reports.
- Maintained budget for the programs under the Information and Planning Branch.
- Responsible for operating computer equipment using various software products to generate reports that supported the mission of the Division.
- Collected appropriate data as determined through consultation with other branches. Researched and implemented new information systems technologies in cooperation with the Information Systems Branch.

September 1988 - December 1998**Assistant Individual Assistance Officer, NC Division of
Emergency Management, Raleigh, NC**

- Activated to respond to the recovery needs of the Human Services Section in the devastated areas of the State. They included: Tornadoes (11/28/89), Tornadoes (5/15/89), Hurricane Hugo (9/22/89), Hurricane Emily (8/31/93), Hurricane Bertha (7/12/96), Hurricane Fran (9/15/96), Hurricane Dennis (8/12/99), Hurricane Floyd (9/15/99), Hurricane Irene (10/1999) and Winter Storm (11/23/00). Assigned to the Disaster Assistance Center (DAC) to complete applications for disaster victims. After the DAC closed, responsibilities changed to supporting the Individual and Family Grant (IFG) program.
- Ensured the State did not exceed the 25% non-federal share in accordance with the law, which was used to make the disaster assistance award. Maintained totals of approved and disbursed grants, kept cumulative totals of amount disbursed and ensured files were updated in the state and federal accounting systems after the grants were disbursed.
- Completed the closeout process of four disasters (Bertha, Fran, Dennis, and Floyd) with the assistance of the State's Fiscal Officers and FEMA's Individual Assistance staff.
- Served as a member of the review panel responsible for processing the applications once they were received from FEMA.
- Supervised the administrative support services for the IFG program. Duties included tracking grants in FEMA automated system. Also ensured the State and federal programs balanced, coordinated with the DCCPS, Fiscal Officer, where the checks (grants) were written.
- Coordinated with the Fiscal Officer to ensure that the programs balanced daily.
- Duties in this description were only performed during the onset, and in the aftermath of Presidentially-declared disasters in North Carolina from 1988 until 1998, when the organizational structure was changed.
- Responsibilities included accounting, using tracking software to track grants disbursed from the State; transmitted grant awards to NC Department of Crime Control and Public Safety (DCCPS) Finance; worked with (DCCPS) Finance on Smartlink withdrawals for making grant awards to disaster survivors.



Jeremy Newberg



CAPITAL ACCESS

Years of Experience

32

Special Skills / Areas of Expertise

Housing, Community and Economic Development
HUD Grants Management
Program Design, Policy and Production Planning
Underwriting, Financial Analysis and Modeling
Strategic and Business Planning and Implementation
Staff Training, Coaching and Leadership Development

Education / Supplemental Training

BA, History & Political Science, Washington University,
St. Louis, MO
Fellow in Public Affairs, Coro Foundation, San
Francisco, CA
Federal Reserve Bank Examiner Training

Registration / Certifications

HUD HOME Program Certification
Certificate of Training, Real Estate License, Temple
University Real Estate Institute, Philadelphia, PA

Summary of Experience

Trained as a banker and community developer, Jeremy Newberg brings skills in financial analysis, business planning and HUD grants management to housing and disaster recovery. His specialties include CDBG-DR policy, buyout program management and homeowner services operations. A HUD Technical Assistance Provider since 2000, Mr. Newberg has a multi-decade track record of aligning community needs with client-centered program design and operations that comply with HUD requirements.

Capital Access, Inc., Philadelphia, PA, Founder and CEO

- ☐ Lead Manager for Capital Access Project and Grants Management Services "CAPGMS" business line for municipal and county governments managing HUD grants.
- ☐ Supervise Team that provides HUD Technical Assistance in policy, program design and compliance systems for CDBG, Disaster Recovery, Section 108 Financing, and HOME programs nationwide.
- ☐ Developed program design, policies and procedures and program management tools for launch of \$300 million CDBG-Disaster Recovery funded small business grant and loan program for Puerto Rico.
- ☐ Provided executive management services for the Super Storm Sandy \$80 million Buyout and

Acquisition for Redevelopment program for the New York State Governor's Office of Storm Recovery.

- ☐ Managed a team of housing and disaster recovery professionals who helped 3,200 homeowners complete their eligibility processing and proceed to funding for home repairs, elevations, and rebuilds as part of the New York City Build It Back program in response to Super Storm Sandy.
- ☐ Developed the vision, strategy, and implementation plan that resulted in a \$223 million grant for the Michigan Neighborhood Stabilization Program 2 Consortium. Collaborated with HUD, Michigan State Housing Development Authority, 12 cities, and eight land banks to produce 3,600 demolitions, 1,000 improved housing units, three mixed-use projects, and 1,000 land-banked parcels.
- ☐ Developed Jefferson Square, a 93-unit mixed income urban homeownership project in Philadelphia, PA. Raised \$16.5 million and acquired 282 properties.

Corestates Bank N.A., Philadelphia and Lancaster, PA, Vice President & Director of Community Development.

- ☐ Generated new business and provided underwriting services for financing for affordable housing and community commercial real estate projects for non-profit and private sector clients.
- ☐ Re-organized community development department for Hamilton Bank subsidiary. Implemented marketing plan that generated 340 new applications and closed 190 first-time homebuyer mortgages for total value of \$9.6 million in one year.
- ☐ Developed curriculum for homebuyer education program that provided uniform standards for 13 banks.

Federal Reserve Bank, San Francisco, CA, Community Investment Specialist

- ☐ Provided consulting and training in Community Reinvestment Act regulations and lending opportunities to banks in nine western states.

Neighborhood Housing Services of America, Inc., Oakland, CA, Housing Development Specialist

- ☐ Developed pilot for \$15 million home purchase and rehabilitation loan product, with World Savings that subsequently was marketed as national program.



Dayatra M. Coles



CAPITAL ACCESS

Years of Experience

24

Special Skills / Areas of Expertise

Administrator of CDBG, HOME, NSP programs
Expert in IDIS and DRGR information systems
Needs Assessment & Compliance Monitoring
Program Design and Policy Development
Production Planning and Implementation
Underwriting, Financial Analysis and Modeling
Strategic and Business Planning
Staff Training
Operations Support

Education / Supplemental Training

Jacksonville University
BA, Social Science
MS, Organizational Leadership

Summary of Experience

Ms. Coles began her career in affordable housing and community development as a housing finance officer for the City of Lakeland, Florida providing case management and residential lending experience as part of affordable housing program development, implementation and closeout processes. As a HUD Technical Assistance provider and Subject Matter Expert, she assists federal and state grantees with program management and compliance oversight for HOME, CDBG, IDIS, DRGR, NSP, PLP and SHIP funded programs. During her tenure with the City of Jacksonville, Florida, Ms. Cole played an integral role in the increase of available affordable housing units. As a grant administrator, she effectively managed the disbursement of multiple funding sources, particularly HOME. She increased the efficiencies by implementing project management tools to reconcile budgetary issues, implemented mandatory training for all stakeholders, updated policies and procedures and conducted internal monitoring audits. Thus, reducing the number of Red Flags in IDIS and creating a sustainable and effective affordable housing program.

Capital Access, Inc., Philadelphia, PA, Senior Consultant

- Provides HUD Technical Assistance consulting in policy, program design, housing development and compliance management systems for CDBG, Disaster Recovery, NSP and HOME and Economic Development programs nationwide. Develop training materials and conduct trainings.

- Lead Consultant to help cities of Ocala, Gainesville and Marion County, Florida improve CDBG program management infrastructure that resulted in increased expenditures, community impact and also staff training.
- Underwriting and Technical Assistance Provider for Predevelopment Loan Program for Florida Housing Finance Agency. Managed \$10 million loan funds for low-income rental, home purchase and special needs housing.

Florida Non-Profit Housing Inc., Sebring, FL, Deputy Director & Farmworker Program Director

- Administrator for the Department of Labor Farmworker Housing Program and Provided strategic planning, program design, staff allocation and stakeholder communication for the Department of Labor Farmworker Housing Program and the USDA Self-Help Program and ensured compliance with applicable regulations and reporting requirements. Responsible for contractual oversight of all grantees including technical assistance and compliance and monitoring.

City of Jacksonville, Jacksonville, FL, Housing Manager

- Provided grant management for City Housing Programs including HOME, CDBG, IDIS, NSP1, NSP3, ESG, HOPWA and SHIP. Grants management of housing budget of \$26 million. Compliance monitoring and liaison in HUD & OIG reviews. Co-creator of surplus property donation initiative and affordable housing trust fund. Administrator for the Foreclosure Registry and the Fair Housing Initiative. Lead coordinator of public/private partnerships while serving as the strategic communications liaison for Mayoral and City Council affordable housing.

Florida Housing Coalition, Tallahassee, FL, Technical Advisor

- TA and training specialist for State and local government agencies, nonprofits, and faith-based organizations relating to strategic program design and implementation of affordable housing.

City of Lakeland, Lakeland, FL, Housing Finance Officer

- Managed application process for affordable housing programs. Provided case management services. Served as community liaison for revitalization of public housing. Provided coordination of all social services for the housing rehabilitation program.

The image features a solid blue background with several large, overlapping, light-blue geometric shapes that resemble stylized chevrons or arrows pointing in various directions. In the center, the word "EXCEL" is written in a bold, white, sans-serif font. Below it, the tagline "WE DELIVER EXCELLENCE" is written in a smaller, white, sans-serif font.

EXCEL

WE DELIVER EXCELLENCE

EXHIBIT III

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT IV

Federal Contracting Requirements

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

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

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

Drug Free Workplace Requirements

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

Contractor/sub grantee Compliance

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

Conflict of Interest

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

Mandatory Disclosures

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

Federal Water Pollution Control Act

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

Clean Air Act

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

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

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

Access to Records and Reports

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

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

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

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

No Obligation by Federal Government

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

Changes

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

Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Remedies

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

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

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

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

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

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

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

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

Debarment and Suspension

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

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

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

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

Equal Employment Opportunity

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

1. The Contractor/sub grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/sub grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/sub grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

3. The Contractor/sub grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor/sub grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

5. The Contractor/sub grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor/sub grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor/sub grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor/sub grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor/sub grantee or vendor. The Contractor/sub grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor/sub grantee becomes involved in, or is threatened with, litigation with a Subcontractor/sub grantee or vendor as a result of such direction by the administering agency the Contractor/sub grantee may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

Labor Wage Determination Number: N/A

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

1. *Minimum Wages.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. *Withholding.*

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

3. *Payrolls and Basic Records.*

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

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

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

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

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

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

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

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

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

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

4. *Apprentices and Trainees.*

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

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

Copeland “Anti-Kickback” Act

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

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

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

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

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

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

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

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

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

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

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

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Procurement of Recovered Materials

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

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

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

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

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

Safeguarding Personal Identifiable Information:

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

DHS Seal, Logo, and Flags

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



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 3/24/2021

SUBJECT: SOCIAL SERVICES BOARD (1 VACANCY)

BACKGROUND

The Social Services Board has the following one (1) vacancy:

Charles Evans – Resigned. Chairman Evans recommends **Commissioner Toni Stewart** fill the unexpired term. Commissioner Toni Stewart expressed interested in serving on the Social Services Board. (See attached)

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

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Social Services Board Nomination Backup Information	Backup Material

Social Services Board

The Social Services Board shall carry out the responsibilities and duties as set forth by the NC General Assembly, Office of Human Resources, Social Services Commission and as the Board of County Commissioners may assign. Social Services Department programs include: the protection and placement of adults and children, support services such as food stamps, Medicaid, Work First, day care, medical transportation and guardianships.

Statutory Authorization: NCGS 108A-9

Member Specifications:

5 Members

- Appointed by the Board of Commissioners (2)
- Appointed by the Social Services Board (1)
- Appointed by the State Social Services Commission (2)

Term: 3 Years (Maximum of two consecutive terms.)

Compensation: None

Duties:

- Responsible for consultation with the Director of the Department of Social Services regarding the department's mandates and planning and submission of the agency budget to the Board of County Commissioners;
- Responsible for hiring the Social Services Department Director;
- Advise the County and various municipal authorities in developing policies and plans to improve the social conditions of the community.

Meetings: Last Wednesday of each month at 1:00 PM (With the exception of December & Occasionally November). The December meeting is normally the 2nd Friday in December at 10:30 a.m. and serves as the Board's Annual Retreat. The November meeting is held on the Wednesday the week prior to Thanksgiving. On the occasion when there is a 5th week in November following Thanksgiving, that includes a Wednesday, the meeting will be held the 5th Wednesday).

Meeting Location: Department of Social Services, 4th floor Board Room 1225 Ramsey Street Fayetteville, NC

CHARLES E. EVANS
Chairman

GLENN B. ADAMS
Vice-Chairman

MICHAEL C. BOOSE
JEANNETTE M. COUNCIL
JIMMY KEEFE
LARRY L. LANCASTER
DR. TONI STEWART



CUMBERLAND
COUNTY
NORTH CAROLINA

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

BOARD OF COMMISSIONERS

February 26, 2021

Mr. William Duke, Chairman
Social Services Board
Cumberland County Department of Social Services
1225 Ramsey Street
Fayetteville, NC 28301

Dear Mr. Duke,

I am writing to inform you of my resignation from the Social Services Board due to an unavoidable scheduling conflict. My resignation will take effect the end of this month.

During my tenure on the Board, my knowledge of the quality of services provided by the Department of Social Services has grown significantly. I applaud staff as they work to uphold the DSS Vision to improve the quality of life for our citizens of all ages "through teamwork, partnership, forward thinking, and cutting-edge service delivery." My experience serving as a member of the Social Services Board will be long-lasting.

Thank you for understanding. The Board of Commissioners will appoint my replacement and I highly recommend Commissioner Toni Stewart who has expressed interest in serving on the Social Services Board. I am more than willing to assist in making the transition of my departure as smooth as possible.

Sincerely,

Charles E. Evans, Chairman
Cumberland County Board of Commissioners

SOCIAL SERVICES BOARD
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
VACANT (Vacated by C. Evans)	6/20	2nd	June/23 6/30/23	No
Betsy M. Bradshaw 2816 Millbrook Road Fayetteville, NC 28303 824-1510/486-1605 betsy.bradshaw@dhhs.nc.gov	8/19	1st	Aug/22 8/31/22	Yes
<u>Social Services Board Appointee</u> Kathleen "Kathy" McDonald (W/F) 901 Elliot Farm Road Fayetteville, NC 28311 910-630-2200/910-813-4426 kandfmcd@gmail.com	8/18	1st	June/21 6/30/21	Yes
<u>State Social Services Commission Appointee</u> William "Bill" Duke (B/M) 509 Rodriguez Court Fayetteville, NC 28303 910-822-2491 wduke@nc.rr.com	7/20	2nd	June/23 6/30/23	No
<u>State Social Services Commission Appointee</u> Kenyetta Brown (B/F) 490 Tacoma Court Fayetteville, NC 28303 910-574-6280 Kenjbrown2011@gmail.com	7/19	1st	June/22 6/30/22	Yes

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

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

**APPLICANTS FOR
SOCIAL SERVICES BOARD**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
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BENNETT, CRYSTAL (W/F) 2654 RIVERCLIFF ROAD FAYETTEVILLE NC 28301 429-4930/630-0106	EXECUTIVE DIRECTOR CONNECTIONS OF CUMB CO	MASTERS BACHELORS
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****SERVES ON THE CC JCPC****

CRYSTAL.BENNETT@CONNECTIONSOFC.CC.ORG

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

COATES, LADONNA PRICE (W/F) 501 VALLEY ROAD FAYETTEVILLE, NC 28305 910-850-7361	TEACHER FAYETTEVILLE CHRISTIAN SCHOOL	BACHELORS
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LADONNA.COATES@GMAIL.COM

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

CREECY, NIKKI G. (B/F) 1510 MORGANTON ROAD FAYETTEVILLE NC 28305 257-6406/323-1335	CEO SHINELIGHT, INC.	BS & MA
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NIKKI@SHINE-LIGHT.ORG

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: YES
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

DEAKINS, DR. ROBERT EDWARD (-/M) 3431 DORADO CIRCLE APT 207 FAYETTEVILLE, NC 28304 910-336-2350	RETIRED CLINICAL PSYCHOLOGIST	DOCTORATE
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RSLDEAKINS@GMAIL.COM

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

SOCIAL SERVICES BOARD APPLICANTS – PAGE 2

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
DEBNAM, HENRY (HANK) (B/M) 705 WOODSTONE COURT FAYETTEVILLE NC 28311 488-0522/818-8038/491-4798 HANK705@AOL.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No CATEGORY: GENERAL PUBLIC	HEALTH SERVICES ADMINISTRATOR ALLIANCE HEALTH	COLLEGE
FISER, JOSEPH (-/M) 1010 HAY STREET FAYETTEVILLE NC 28305 513-885-4988/615-5572 BFIZE53@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: LEAD CLERMONT COUNTY OHIO CATEGORY: GENERAL PUBLIC	HEALTH CARE LEADERSHIP	MASTERS
LOWERY, ELMORE (B/M) 5420 AHOSKIE DRIVE HOPE MILLS NC 28348 910-224-3578 DR.ELMORELOWERY@GMAIL.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No CATEGORY: GENERAL PUBLIC	EDUCATION FTCC	DOCTORATE MASTERS
LYNCH, MARK N. (W/M) 833 BRAGG BLVD FAYETTEVILLE NC 28301 483-1212/494-0233 MARK@QUALITYSOUNDINC.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	ENGINEER QUALITY SOUND & VIDEO	COLLEGE LISTED

SOCIAL SERVICES BOARD APPLICANTS – PAGE 3

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
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LUCAS, DENSIE (B/F) 106 CARMICHAEL LANE FAYETTEVILLE, NC 28305 597-2974/964-0120	RETIRED SOCIAL WORKER	BA-MSW
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DLUCAS06@ICLOUD.COM

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

RHODES, EVA P. (-/F) 301 DUNLEITH PLACE FAYETTEVILLE NC 28311 443-326-2924	RETIRED FEDERAL EMPLOYEE	COLLEGE LISTED
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EVAPHR1161@COMCAST.NET

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

SIMMS-THOMPkins, RACHEL (B/F) 490 CARLTON PLACE FAYETTEVILLE, NC 28311 646-234-9290	CHARTER COMMUNICATIONS	SOME COLLEGE
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RSIMMSTHOMPkins@YAHOO.COM

Graduate-County Citizens' Academy: YES
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

WILLIAMS, WESTANA BAGGETT (B/F) 734 ELDERBERRY DRIVE FAYETTEVILLE NC 910-308-5406/910-615-5406	PAYER RELATIONS COORDINATOR CAPE FEAR VALLEY	BS & MBA
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WESTANAWARREN@GMAIL.COM

SERVES ON THE NURSING HOME ADVISORY BOARD

Graduate-County Citizens' Academy: YES
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: YES
Graduate-other leadership academy: CITY OF FAYETTEVILLE'S CITIZENS ACADEMY

CATEGORY: GENERAL PUBLIC



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 4/5/2021

SUBJECT: CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE (1 VACANCY)

BACKGROUND

The Cumberland County Home and Community Care Block Grant Committee has the following one (1) vacancy.

Aging Service Provider:

Doris Snider – completed second term. Not eligible for reappointment. The Cumberland County Home and Community Care Block Grant Committee recommends **Meagan Honaker**.

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

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

CC Home and Community Care Block Grant Committee Nomination Backup Information

Type

Backup Material

Cumberland County Home and Community Care Block Grant Committee

The Cumberland County Home and Community Care Block Grant Committee works with the County on matters related to service priorities and planning for older adults.

Statutory Authorization: NCGS 143B

Member Specifications:

21 Members with Specific Categories:

- Older consumers (8)
- Aging Service Providers (9)
- Civic Representative (1)
- Elected Official (1)
- County Representative (2)

Term: 4 Years

Compensation: None

Duties:

- Functions as a resource to the Mid-Carolina Area Agency on Aging by obtaining input from service providers, older consumers and their families in the development of an annual Aging Funding Plan;
- Serves in an advisory capacity for the Care Management service provided by Mid-Carolina Area Agency on Aging.

Meetings: 3rd Thursday January, April, August and November at 2:00 PM. Length of the meetings varies.

Meeting Location: Various service provider locations within Cumberland County



Mid Carolina Area Agency on Aging

130 Gillespie Street
Post Office Drawer 1510

Fayetteville, NC 28302

Tracy Honeycutt

Phone: 323-4191 ext. 27

Fax: 323-9330

e-mail: thoneycutt@mccog.org

March 25, 2021

TO: Kellie Beam, Deputy Clerk to the Board

FROM: Tracy Honeycutt, Area Agency on Aging Director

SUBJECT: Mid-Carolina Home and Community Care Block Grant Committee (HCCBG)

The Home and Community Care Block Grant Committee recommends the following positions:

Meaghan Honaker for the Aging Service Provider position vacated by Doris Snider

Thank you for your consideration.

HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE
(PLANNING COMMITTEE FOR AGING SERVICES)
4 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Older Consumer</u>				
Joanne Yokely 302 Abington Street Fayetteville, NC 28314 910-213-4215	12/20	1 st full term	Sept/24 9/30/24	Yes
Stephen MacDonald 1783 Cawdor Drive Fayetteville, NC 28304 426-8117 SMACDONALD3@NC.RR.COM	12/17	1st	Dec/21 12/31/21	Yes
Paul Taylor 3283 Florida Drive Fayetteville, NC 28301 910-751-0435	2/18	1 st	Feb/22 2/28/22	Yes
Rebecca Campbell 7027 Darnell Street Fayetteville, NC 28314 487-7555	12/20	2nd	Sept/24 9/30/24	No
Willie McKoy 1632 Greenock Ave Fayetteville NC 28304	12/20	1 st	Dec/24 12/31/24	Yes
Edna Cogdell 734 Ashburton Drive Fayetteville, NC 28301 488-4582/624-4558	12/20	2nd	Sept/24 9/30/24	No
Judy Dawkins 2004 Morganton Rd Fayetteville, NC 28305	12/20	1st	Dec/24 12/31/24	Yes
Rebecca "Becky" Rebec 4010-204 Bardstown Ct Fayetteville, NC 28304 248-535-1804 Babchab6@gmail.com	2/18	1st	Feb/22 2/28/22	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Aging Service Provider</u>				
Kevin Walker 3420 Dorado Cir #304 Fayetteville, NC 28304 734-218-1392/676-8676 kevinwalker@rdltherapeutic.com	6/19	1st	Feb/22 2/28/22	Yes
(serving unexpired term; eligible for one additional term)				
Kendra Haywood 603 Sugaridge Lane Fayetteville, NC 28311 354-6743	12/17	1st	Dec/21 12/31/21	Yes
Robert Williams 2517 N. Edgewater Drive Fayetteville, NC 28304 910-484-2596	2/18	1 st	Feb/22 2/28/22	Yes
Terri Thomas 508 Spaulding Street Fayetteville, NC 28301	12/20	1st	Dec/24 12/31/24	Yes
Felicia Johnson 2606 Raeford Rd Fayetteville, NC 28303 910-771-4499	2/18	1st	Feb/22 2/28/22	Yes
Devin Trego 1006 McKimmon Road Fayetteville, NC 28303 910-493-3449/610-223-2165 devint@legalaidnc.org	2/19	1st	April/22 4/30/22	Yes
(serving unexpired term; eligible for one additional term)				
Lisa Hughes 5524 Shady Pine Ct Hope Mills, NC 28348 339-6579/988-8727/484-0111 LHUGHES@CCCCOOA.ORG	12/17	1st	Dec/21 12/31/21	Yes
Doris Snider Spring Lake Senior Enrichment Center 301 Ruth Street Spring Lake, NC 28390	12/16	2nd	Dec/19 12/31/19	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Aging Service Provider</u>				
Helen Godwin 805 Retriever Court Fayetteville, NC 28311 630-3674/670-2451	12/20	2 nd	Dec/24 12/31/24	No
<u>Civic Representative</u>				
Robin Kivett Cape Fear Valley 4042 Pleasant View Drive Fayetteville, NC 28312 483-6964/615-5649	12/17	2 nd	Nov/20 11/30/20	No
<u>Elected Official</u>				
Frances Collier PO Box 47 Linden, NC 28356	12/20	2 nd	Sept/24 9/30/24	No
<u>County Representative</u>				
Amy Cannon County Manager PO Box 1829 Fayetteville, NC 28302-1829	02/11	NA	NA	NA

Meets as needed at various service providers within Cumberland County

Contact: Tracy Honeycutt - 323-4191 x27 - Fax 323-9330 – thoneycutt@mccog.org

**APPLICANTS FOR
CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE**

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
ABRAMS, DR. MARCIA KAREN (B/F) 204 HELEN STREET FAYETTEVILLE, NC 28303 562-443-1734 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	ARCHBISHOP/MINISTER MY KING'S SERVICE	COLLEGE LISTED
DICKENS, CATHY (-/F) 1426 COBRA DRIVE FAYETTEVILLE NC 28303 910-286-0157 MAXINEDICKENS69@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	DISTRICT SUPERVISOR SOIL AND WATER	HIGH SCHOOL
GRANT, JOHN MOSES (-/M) 2526 GILLESPIE STREET #125 FAYETTEVILLE, NC 28306 253-666-3716 JOHNMOSESGRANT@LIVE.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC/AGING SERVICE PROVIDER?	WRITER	BA-MARKETING
HONAKER, MEAGAN (W/F) 5427 FOUNTAIN LANE HOPE MILLS NC 28348 988-8505/429-7223 MHONAKER@TRINITY-HEALTH.ORG Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	ENROLLMENT MANAGER FOR PACE LIFE ST JOSEPH OF THE PINES/PACE	MPA/BA

APPLICANTS FOR

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MARABLE, KATHERINE (-/F) 1805 MCGOUGAN RD FAYETTEVILLE NC 28303 486-9035 NO EMAIL LISTED	RETIRED EDUCATOR CC SCHOOLS	MASTERS
SERVES ON THE MID-CAROLINA AGING ADVISORY COUNCIL		
Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: YES CATEGORY: GENERAL PUBLIC		
MCENTIRE, RASHAD (B/M) 142 SORGHUM WAY FAYETTEVILLE NC 28314 706-763-0632 RASHADMCENTIRE@GMAIL.COM	FOOD SAFETY US ARMY	BA-BUSINESS ADMIN
Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC		
STEEGER, VICTORIA (A/F) 408 MCPHERSON AVE FAYETTEVILLE NC 28303 918-809-3695/919-346-0947 VICTORIASTEEGER@GMAIL.COM	DIRECTOR SMI CONSULTANCY	BSE & MED, PHD
Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No CATEGORY: OLDER CONSUMER		



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 4/5/2021

**SUBJECT: FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC
DEVELOPMENT CORPORATION (1 VACANCY)**

BACKGROUND

At their March 15, 2021 meeting, the Board of Commissioners nominated the following individuals to fill one (1) vacancy on the Fayetteville/Cumberland County Economic Development Corporation:

NOMINEE(S)
Kelvin Farmer (reappointment)
Harold Lassiter (new appointment)

I have attached the current membership list for this Board.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

FCEDC Membership Roster

Type

Backup Material

FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION
(County Appointees)
Initial staggered terms followed by three-year terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Elected Official – Chairman or Designee</u>				
Michael Boose	12/20			
Fayetteville, NC 28304 910-483-6579 mboose@co.cumberland.nc.us	*Appointment of Elected Official is a Chairman’s liaison appointment for only one year; can be the Chairman or a designee*			
<u>At-Large</u>				
Kelvin Farmer	12/17	1 st	Dec/20	
6450 Touchstone Drive			12/31/20	
Fayetteville, NC 28304 322-1716/884-0477				
Larry Smalls	12/18	1 st	Dec/21	
1418 Oldtown Drive			12/31/21	
Fayetteville, NC 28314 633-4167/566-0238 waynespeaks@lwaynesmalls.com				
Dohn Broadwell Jr.	12/19	2nd	Dec/22	
1600 Rock Hill Road			12/31/22	
Eastover, NC 28312 931-1104/484-5193 dbbwell@gmail.com				

**A copy of the interlocal agreement approved by the Board of Commissioners on September 21, 2015 is in the file.

***Per Article II, Section 2.4 of the Bylaws of the FCEDC "The terms of all appointed directors shall commence on the first Monday in December in the year of their appointments".

Contact: Robert Van Geons, President/CEO 910-500-6464/ Jasmin Brunson

Meetings: 2nd Tuesday monthly at 8:00 a.m. at 201 Hay Street, R. B. Williams Building, Ste 401A Fayetteville, NC



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 4/5/2021

**SUBJECT: FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION
ADVISORY COMMISSION**

BACKGROUND

At the Board of Commissioners' March 15, 2021 meeting, the following individual was nominated to fill one (1) vacancy on the Fayetteville-Cumberland Parks and Recreation Advisory Commission:

NOMINEE(S)

Lee Spruill (reappointment)

I have attached the current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

Parks and Recreation Advisory Commission Membership Roster

Type

Backup Material

FAYETTEVILLE-CUMBERLAND
PARKS AND RECREATION ADVISORY COMMISSION
3 Year Terms
(Terms were initially 2 and 3 years)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Andrew Dempster Jr. 6238 Esau Street Linden, NC 28356 910-977-5399 drew@smithdickey.com	6/20	1st	June/23 6/30/23	Yes
Iva Marie Kelly (-/F) 1844 Gola Drive Fayetteville, NC 28301 910-488-5302 fkelly38@nc.rr.com	1/20	2nd	June/22 6/30/22	No
Jeremy J. George (W/M) 120 Hillsboro St Stedman, NC 28391 850-5603/489-8862 holdensdad@embarqmail.com	6/20	1st	June/23 6/30/23	Yes
Harold Smelcer 3209 Boone Trail Fayetteville, NC 28306 910-425-1769 smelcerco@aol.com	1/20	2nd	June/22 6/30/22	No
Vickie M. Mullins (W/F) 5905 Turnbull Rd Fayetteville, NC 28312 910-322-3100 Girlimon1@aol.com	6/20	1st	June/23 6/30/23	Yes
Louis Wood (W/M) 6221 Azelia Drive Stedman, NC 28391 910-308-4861 louis.wood@stateelectric.com	6/20	1st	June/23 6/30/23	Yes
Lee Spruill (W/M) 960 Ken Hancock Lane Stedman, NC 28391 309-0157/483-0191 vleespruill@gmail.com	10/17	1st	Oct/20 10/31/20	Yes

Meetings: 1st Tuesday of every month at 5:30 PM – Parks and Recreation Admin Bldg. 121 Lamon Street
Contact: Michael Gibson/Jessica Legette, City of Fayetteville, Phone 433-1547, Fax 433-1762



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 4/5/2021

SUBJECT: JOINT PLANNING BOARD (1 VACANCY)

BACKGROUND

On March 15, 2021, the Board of Commissioners nominated the following individuals to fill **one (1) vacancy** on the Joint Planning Board:

NOMINEE(S)
James Baker (new appointment)
Lori Epler (new appointment)

I have attached the current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Joint Planning Board Membership Roster	Backup Material

JOINT PLANNING BOARD
4 Year Term
(Representing the County)

Bylaws specify that term of office shall be from July 1st until June 30th of the following year.

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Cumberland County Board of Commissioner Appointees:</u>				
VACANT (Vacated by D. Wheatley)	6/17	2nd	June/21 6/30/21	No
<i>(Cumberland County BOC Appointee)</i>				
J. Carl Manning (B/M) 328 Kimberwicke Drive Fayetteville, NC 28311 818-9810/436-2426 Kingdom.cdc@att.net	6/17	2nd	June/21 6/30/21	No
<i>(Cumberland County BOC Appointee)</i>				
Kasandra Herbert (B/F) 6323 Abercarn Way Fayetteville, NC 28311 396-5731/922-0851 kasandra.herbert@hotmail.com	6/20	1st	June/24 6/30/24	Yes
<i>(Cumberland County BOC Appointee)</i>				
Gary Burton (W/M) 3451 County Line Rd Fayetteville, NC 28306 910-978-7870 gab7326@aol.com	6/20	1st	June/24 6/30/24	Yes
<i>(Cumberland County BOC Appointee)</i>				
<u>Town of Hope Mills Appointee:</u>				
Susan Moody 3511 Beechwood Street Hope Mills, NC 28348 424-3106/308-8663	6/20	1st	June/24 6/30/24	Yes
Town of Hope Mills Clerk Jane Starling 5770 Rockfish Road Hope Mills, NC 28348 910-424-4555				
<u>Town of Eastover Appointee:</u>				
Stan Crumpler 2569 Dunn Rd Eastover, NC 28312 797-4111/483-6087 mscrumples@earthlink.net	6/17	1 st	June/21 6/30/21	Yes

Town of Eastover Clerk
Janie Faircloth
3863 Dunn Road
Eastover, NC 28312
910-323-0707
townclerk@eastovernc.com

<u>Town of Stedman Appointee:</u> Commissioner Jordan Stewart PO Box 79 Stedman, NC 28391 309-0313 jordan@boose-law.com	7/19	1st	June/23 6/30/23	Yes
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Town of Stedman Clerk
Christy Horne
5110 Front Street
Stedman, NC 28391
910-323-1892
jkersh@nc.rr.com

<u>Town of Linden Appointee:</u> Thomas Lloyd PO Box 53142 Fayetteville, NC 28305 574-3177 thomasjlloyd@icloud.com	7/19	1st	June/23 6/30/23	Yes
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<u>Town of Spring Lake Appointee:</u> Jami McLaughlin 300 North Second Street Spring Lake, NC 28390 391-4870 Jamimclaughlin1@aol.com	6/19	2nd	June/23 6/30/23	No
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Meetings: 1st and 3rd Tuesday - 7:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Hearing Room #3

Contact: Laverne Howard, County Planning Department, 678-7610

Per Interlocal Agreement Dated Nov. 19, 2018:

The parties hereto establish in Cumberland County one Joint Planning Board as authorized by the General Statutes of North Carolina and the same shall hereafter be continued under the terms of this agreement. The membership of the Joint Planning Board shall consist of equitable representation from each municipality and from the unincorporated areas of the County as follows:

<u>Governmental Unit</u>	<u>Number of Members to be Appointed</u>
Cumberland County Board of Commissioners	4
Eastover Town Council	1
Hope Mills Board of Town Commissioners	1
Aldermen of the Town of Linden	1
Spring Lake Board of Alderman	1

<i>Stedman Board of Town Commissioners</i>	<i>1</i>
<i>Board of Commissioners of the</i>	
<i>Towns of Godwin, Falcon & Wade</i>	<i>1</i>

<i>TOTAL</i>	<i>10</i>
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The term of membership of the Joint Planning Board shall be for four years. No member shall serve more than two full terms, except that, upon recommendation of two-thirds of the Joint Planning Board it may recommend a third full term to the governing board making the appointment.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 4/5/2021

SUBJECT: CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD (2 VACANCIES)

BACKGROUND

On March 15, 2021, the Board of Commissioners nominated the following individuals to fill two (2) vacancies on the Cumberland County Workforce Development Board:

NOMINEE(S)

Representative of Business:

Kevin Brooks (reappointment)

Naynesh Mehta (reappointment)

I have attached the current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the two (2) vacancies above.

ATTACHMENTS:

Description

CC Workforce Development Board Membership Roster

Type

Backup Material

CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD
(FORMERLY, PRIVATE INDUSTRY COUNCIL)

3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Business:</u>				
Tammy Beckley (W/F) 4341 Production Drive Fayetteville, NC 28306 433-0833/318-9325 t.beckley@nitta.gelatin.com	9/20	1st	Sept/23 9/30/23	Yes
Kevin Brooks (B/M) 3616 Daughtridge Drive Fayetteville, NC 28311 488-0408/551-9031 Come1king@yahoo.com	6/18	1st	Jun/21 6/30/21	Yes
Diana Potts (W/F) 1322 Worstead Drive Fayetteville, NC 28314 745-3310 DPOTTS@TCFEB.COM	9/20	2nd	Oct/23 10/31/23	No
Naynesh Mehta (AI/M) 229 Forest Creek Drive Fayetteville, NC 28303 483-0491/494-2037/689-0799 NSMEHTA@5POINTSNC.COM	6/18	1st	Jun/21 6/30/21	Yes
Jimmy Ray Plater Sr. (B/M) 4805 Wade Stedman Rd Wade, NC 28395 723-2461/489-8628 jplater@e2gp.net	9/20	1st	Sept/23 9/30/23	Yes
Jennifer Watson 1638 Owen Drive Fayetteville, NC 28306 832-499-1121/615-4922 JWATSON3@CAPEFEARVALLEY.COM	8/19	1st	Feb/22 2/28/22	Yes
(serving unexpired term; eligible for one additional term)				
Mark Wilderman (W/M) 222 Queensberry Drive Fayetteville, NC 28303 964-2050/864-4633 Mark.wilderman@yahoo.com	12/18	1 st	Dec/21 12/31/21	Yes

Cumberland County Workforce Development Board, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Dina Simcox (W/F) 421 Foxwood Drive Hope Mills, NC 28348 728-3910/868-7668 Dina.simcox@cblproperties.com	2/19	2nd	Feb/22 2/28/22	No
Sherri Turner (A/F) 1211 Grackle Drive Fayetteville, NC 28306 808-282-4125/307-9123 Sherri.turner@firstcitizens.com	2/19	1 st full term	Feb/22 2/28/22	Yes
Melissa Pennington (H/F) 3931 Brookgreen Drive Fayetteville, NC 28304 910-364-2345 Melissa.pennington@me.com	10/20	1st	Sep/22 9/30/22	Yes
(serving unexpired term; eligible for one additional term)				
Isabella Effen 6520 Brookshire Road Fayetteville, NC 28314 910-779-2375 Ieffon2@gmail.com	8/19	2nd	Oct/22 10/31/22	No
<u>Representative of Workforce:</u>				
Curtis L. Brown Sr. (B/M) 249 Puddingstone Drive Fayetteville, NC 28311 987-0173/420-4377/420-0133 curtis@eagletcg.com	9/20	1 st	Sept/23 9/30/23	Yes
<u>Representative of Workforce – Community Based Organization:</u>				
Wakia “Kia” McMillan Henry (-/F) 1314-B Fort Bragg Rd Fayetteville, NC 28305 689-6964/483-8133 kiaamcmillan@gmail.com	9/20	1 st	Sept/23 9/30/23	Yes
<u>Representative of Education/Training:</u>				
Dr. Mark Sorrells (W/M) 908 Calamint Lane Fayetteville, NC 28305 678-8370/252-955-4064 sorrellm@faytechcc.edu	6/19	1st	June/22 6/30/22	Yes

Cumberland County Workforce Development Board, page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Economic Development:</u>				
Robert Van Geons (W/M) FCEDC 411 Forest Lake Road Fayetteville, NC 28305 704-985-3483/678-7644 robert@fayedc.com	9/20	2nd	Aug/23 8/31/23	No
<u>Representative – Other:</u>				
Nora Armstrong (W/F) 5734 Archer Road Hope Mills, NC 28348 910-578-4849/910-483-7727 narmstro@cumberland.lib.nc.us	12/19	1st	Dec/22 12/31/22	Yes
Dr. J. Lee Brown (B/M) 1200 Murchison Road Fayetteville, NC 23801 672-1592/757-285-0483 Jbrown84@uncfsu.edu	12/18	1 st	Dec/21 12/31/21	Yes
<u>Representative of Labor:</u>				
Anthony D. McKinnon Sr. 611 Longwood Place Fayetteville, NC 28314 491-7873/202-285-5752/323-1172 tonydmckinnonsr@gmail.com	8/19	1 st	Aug/22 8/31/22	Yes
Juanita Hooker North Carolina Department of Human Resources Division of Vocational Rehabilitation Services 155 Eastwood Avenue Fayetteville, NC 28301 Juanita.hooker@dhhs.nc.gov		(unlimited term - replaced by state agency)		
John Lowery NC Department of Commerce – Workforce Solutions 289 Corporate Drive Lumberton, NC 28358 John.lowery@nccommerce.com		(unlimited term – replaced by state agency)		

Contact: Cyndi McKoy (Administrative Support) 978-6412 cmckoy@mccog.org

Regular Meetings: Third Tuesday, every other month beginning in January, 11:00 AM, FTCC General Classroom Building Room 114, 2817 Ft Bragg Rd

Name Changed to Cumberland County Workforce Development Board, November 1995
The Cumberland County Workforce Development Board reconstituted its membership composition to comply with the workforce Innovation and Opportunity Act of 2014 (WIOA) on February 1, 2016.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 5, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

SUBJECT: PERSONNEL MATTER(S) PURSUANT TO NCGS 143-318.11(A)(6)