

---

**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**REGULAR AGENDA SESSION**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 564**  
**OCTOBER 14, 2021**  
**1:00 PM**

---

INVOCATION- Commissioner Larry Lancaster

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
  - A. September 9, 2021 Agenda Session Regular Meeting
3. PRESENTATIONS
  - A. Cumberland County Schools' Multi-Year Capital Improvement Plan
  - B. Compensation Administration Assessment Project
  - C. Alliance Health Supported Community Paramedic Programs in Wake, Durham and Johnston Counties
4. CONSIDERATION OF AGENDA ITEMS
  - A. Amendment to Spectra Venue Management Agreement
  - B. Crown Complex Multi-Purpose Market and Financial Feasibility Study Next Steps
  - C. Public Health Department FY22 Fee Schedule Changes
  - D. Public Health Department Billing Guide Updates
  - E. Request from FAMIKS Transport, Inc. for Increase in Trip Rate for Community Transportation
  - F. Revised Community Development Rental Rehabilitation Program Policy
  - G. OrgCode Consulting, Inc. Proposal for a Homelessness Strategic Plan
  - H. Creech and Associates' Proposal for a Space Needs Analysis and Facilities Master Plan
  - I. Discussion of August 16, 2021 Action Regarding Historic Courthouse (Moved from September Agenda Session)
  - J. Request to Consider Contracts at Regular Board of Commissioners' Meetings
  - K. Request to Conduct Community Survey
  - L. Amendment of a Land Lease Agreement with Crown Castle South, LLC

5. OTHER ITEMS

- A. ARP Committee Update
- B. Update on Fayetteville-Cumberland Liaison Committee Meetings

6. MONTHLY REPORTS

- A. Preliminary FY2021 Financial Report June Year-to-Date
- B. Health Insurance Update
- C. Project Updates
- D. Community Development Update
- E. Community Development Block Grant - Disaster Recovery (CDBG-DR) Update

7. CLOSED SESSION:

- A. Attorney Client Matter Pursuant to NCGS 143.318.11(a)(3)
- B. Personnel Matter(s) Pursuant to NCGS 143.318.11(a)(6)

**ADJOURN**

**AGENDA SESSION MEETINGS:**

**November 9, 2021 (Tuesday) 1:00 PM**

**December 9, 2021 (Thursday) 1:00 PM**





## **FINANCE OFFICE**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 10/5/2021**

**SUBJECT: CUMBERLAND COUNTY SCHOOLS' MULTI-YEAR CAPITAL  
IMPROVEMENT PLAN**

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

**Presenter(s): JOE DESORMEAUX, ASSOCIATE SUPERINTENDENT OF AUXILIARY  
SERVICES**

#### **BACKGROUND**

In early 2019, management and staff of Cumberland County and Cumberland County Schools began discussions about the potential for adding school capital funding needs into the County's capital planning model. Joe Desormeaux, Cumberland County Schools' Associate Superintendent of Auxiliary Services, briefly described an assessment process his staff would conduct on all school facilities before bringing back a completed capital improvement plan. That assessment process was to be conducted by internal staff and external consultants and was to include facility assessments over multiple categories and systems and was expected to take over a year to complete.

In August 2021, Mr. Desormeaux and staff presented a draft capital improvement plan to Cumberland County management and staff. Through that presentation, Mr. Desormeaux described the assessment and priority process and talked us through an example of a school costing model as well as the overall cost of the five-year capital plan and potential next steps. Since then, Mr. Desormeaux has made a presentation to the Board of Education and received feedback. The next step is for Mr. Desormeaux to present to the Board of Commissioners on the multi-year capital plan. The presentation is included in the agenda packet and includes potential next steps shown on the last page.

## **RECOMMENDATION / PROPOSED ACTION**

Receive the presentation and discuss next steps.

### **ATTACHMENTS:**

Description

CCS Multi-Year CIP

Type

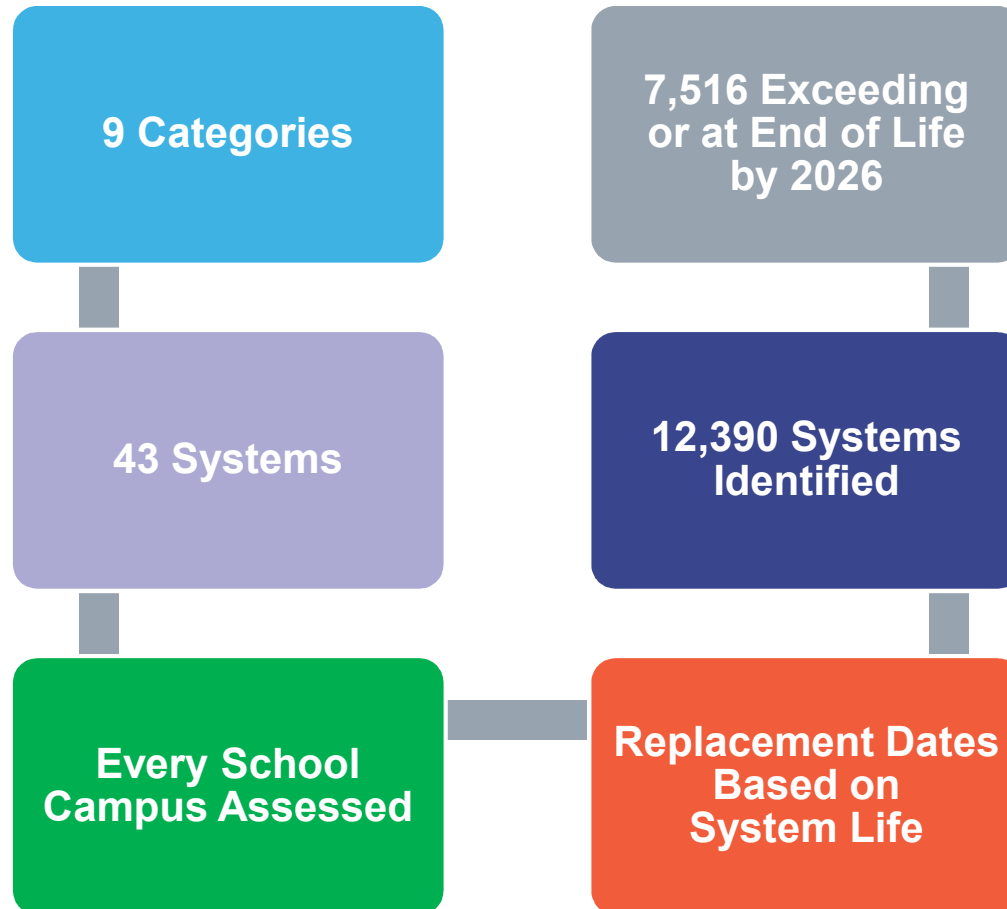
Backup Material

# Multi-Year Capital Improvement Plan

**Joe Desormeaux, Associate Superintendent**  
**Auxiliary Services**



# Assessment



# Priorities

Facility Condition  
Index 70%

Life Cycle  
Needs/School  
Replacement  
Cost

Utilization  
15%

Ranked by  
Overcrowding  
and Under  
Enrollment

Performance 15%

Based on  
Annual  
Performance  
Composite

	a/o 10/14/20	Perf Ranking	Util Ranking	FCI ranking		School SF	Cumulative	
		15%	15%	70%				
440	Sunnyside	13	6	9	9.15	35967	35967	
344	J. W. Coon	44	12	4	11.20	45546	81513	
316	Lillian Black	28	31	5	12.35	36972		
412	Raleigh Road	75	3	1	12.40	27927	109440	
352	Cumberland Road	34	23	8	14.15	53678	163118	
444	Teresa C. Berrien	4	30	15	15.60	48806		
432	Stedman Primary	80	18	2	16.10	33273	196391	FY23
425	South View Middle	21	25	16	18.10	112691	309082	
426	Sherwood Park	11	27	18	18.30	53343	362425	
374	Alger B. Wilkins	1	43	17	18.50	42220	404645	FY24
361	Ferguson~Easley	12	15	23	20.15	51453	456098	
308	Ashley	39	11	20	21.50	40715	496813	
410	Ponderosa	34	51	13	21.85	50335	547148	
312	Beaver Dam	85	33	6	21.90	14527	561675	
413	Howard Learning	3	86	14	23.15	31006	592681	FY25
400	Montclair	31	83	12	25.50	56423	649104	
452	Westarea	19	64	19	25.75	62706	711810	
448	Vanstory Hills	73	69	7	26.20	65905	777715	
404	William H. Owen	38	39	21	26.25	58731	836446	FY26
320	Brentwood	51	77	11	26.90	61090	897536	
405	Walker-Spivey	26	26	28	27.40	42329	939865	
360	Hillsboro	90	90	3	29.10	8477	948342	
449	Ramsey St. Alt.	2	86	25	30.70	55296	1003638	FY27
401	Morganton Road	26	79	22	31.15	60710	1064348	
340	College Lakes	53	1	33	31.20	48895	1113243	
386	Margaret Willis	16	46	32	31.70	46095	1159338	
363	Glendale Acres	39	28	31	31.75	41839	1201177	FY28
428	Spring Lake	14	17	39	31.95	106247	1307424	
372	Lewis Chapel	9	35	37	32.50	102743	1410167	FY29
322	Douglas Byrd High	5	29	41	33.80	212897	1623064	FY30
328	Fuller Performance Learning	90	90	10	34.00	6742		
396	Marv McArthur	20	41	36	34.35	62623		

	a/o 10/14/20	Perf Ranking	Util Ranking	FCI ranking		School SF	Cumulative	
		15%	15%	70%				
440	Sunnyside	13	6	9	9.15	35967	35967	
344	J. W. Coon	44	12	4	11.20	45546	81513	
316	Lillian Black	28	31	5	12.35	36972		
412	Raleigh Road	75	3	1	12.40	27927	109440	
352	Cumberland Road	34	23	8	14.15	53678	163118	
444	Teresa C. Berrien	4	30	15	15.60	48806		
432	Stedman Primary	80	18	2	16.10	33273	196391	FY23
425	South View Middle	21	25	16	18.10	112691	309082	
426	Sherwood Park	11	27	18	18.30	53343	362425	
374	Alger B. Wilkins	1	43	17	18.50	42220	404645	FY24
361	Ferguson~Easley	12	15	23	20.15	51453	456098	
308	Ashley	39	11	20	21.50	40715	496813	
410	Ponderosa	34	51	13	21.85	50335	547148	
312	Beaver Dam	85	33	6	21.90	14527	561675	
413	Howard Learning	3	86	14	23.15	31006	592681	FY25
400	Montclair	31	83	12	25.50	56423	649104	
452	Westarea	19	64	19	25.75	62706	711810	
448	Vanstory Hills	73	69	7	26.20	65905	777715	
404	William H. Owen	38	39	21	26.25	58731	836446	FY26



# School Cost Example

2				WH Owen			
3				Age and SF			
4				Minor	Moderate	Major	Total
5				16,378	33,359	8,994	58,731
6							
7	New School Cost/SF	\$ 250		Add \$/SF	Add SF	Demo SF	
8				\$ 306	600	-	
9	Demolition						
10	Minor	\$ 3.05		\$ 49,953			
11	Moderate	\$ 5.30		\$ 176,803			
12	Major	\$ 6.91		\$ 62,149			
13	Complete	\$ 6.34		\$ -			
14							
15	Renovation						
16	Minor	30%		\$ 4,913			
17	Moderate	50%		\$ 4,169,875			
18	Major	70%		\$ 1,573,950			
19							
20	Addition						
21	New SF			\$ 183,600			
22							
23	Total Construction			\$ 6,221,243			
24							
25	Site						
26	Elementary						
27	Middle						
28	High						
29							



# School Cost Example

2				WH Owen			
3				Age and SF			
4				Minor	Moderate	Major	Total
5				16,378	33,359	8,994	58,731
6							
7	New School Cost/SF	\$ 250		Add \$/SF	Add SF	Demo SF	
8			\$ 306		600	-	
30	Phasing						
31	Minor	2%					
32	Moderate	4%					
33	Major	6%	\$ 373,275				
34							
35	Complexity						
36	Minor	5%					
37	Moderate	10%					
38	Major	20%	\$ 1,244,249				
39							
40	Size						
41	Minor (<5 mil)	20%					
42	Moderate (<12 mil, > 5 mil)	10%	\$ 622,124				
43							
44	Asbestos		\$ 75,890				
45	Lead Paint (Mod and Maj)	\$ 2.73	\$ 91,168				
46							
47	Design						
48	New	6%					
49	Renovation	8%	\$ 497,699				
50							

# School Cost Example

2				WH Owen			
3				Age and SF			
4				Minor	Moderate	Major	Total
5				16,378	33,359	8,994	58,731
6							
7	New School Cost/SF	\$ 250		Add \$/SF	Add SF	Demo SF	
8			\$ 306		600	-	
51	Contingency						
52	New	5%					
53	Renovation	10%	\$ 622,124				
54							
55	Soft Costs						
56	New ES	3.75%					
57	New MS	2.50%					
58	New HS	2.25%					
59	Renovation	3.75%	\$ 233,297				
60							
61	Moving	\$ 0.87	\$ 51,096				
62							
63	Swing Space						
64	Lease First Cost	\$61,000	\$ 488,000				
65	Lease Annual Cost	\$6,000	\$ 96,000				
66							
67	Furniture						
68	Elementary	\$ 918,000	\$ 459,000				
69	Middle	\$ 1,850,000					
70	High	\$ 2,400,000					
71							

# School Cost Example

2				WH Owen			
3				Age and SF			
4				Minor	Moderate	Major	Total
5				16,378	33,359	8,994	58,731
6							
7	New School Cost/SF	\$ 250		Add \$/SF	Add SF	Demo SF	
8				\$ 306	600	-	
72	CNS						
73	Elementary	\$ 19,000		\$ 13,300			
74	Middle	\$ 29,000					
75	High	\$ 30,000					
76							
77	Technology						
78	Major (per new classroom)	\$ 4,900					
79							
80	Life Cycle						
81	Playgrounds			\$ 220,800			
82	Roofing			\$ 564,015			
83	Brick Wall Pointing			\$ 210,438			
84	Exterior Paint			\$ 64,604			
85	Parking			\$ 224,847			
86	Water Distribution & Backflow			\$ 43,745			
87	Athletic Courts			\$ 28,800			
88							
89	Total			\$ 12,445,713			

5 Year Capital Plan	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
	FY2023	FY2024	FY2025	FY2026	FY2027
<b>Renovation/Replacements</b>	<b>\$ 5,859,484</b>	<b>\$ 89,844,613</b>	<b>\$ 66,139,529</b>	<b>\$ 80,209,490</b>	<b>\$ 81,154,889</b>
J. W. Coon	\$ 1,264,865	\$ 19,213,743			
Sunnyside	\$ 1,083,733	\$ 16,266,204			
Raleigh Road	\$ 764,555	\$ 11,765,533			
Cumberland Road	\$ 771,967	\$ 12,705,501			
Stedman Primary	\$ 1,974,363	\$ 25,884,127			
South View MS		\$ 1,927,461	\$ 27,822,681		
Sherwood Park		\$ 1,152,587	\$ 17,858,785		
A. B. Wilkins		\$ 929,458	\$ 15,621,683		
Ferguson Easley			\$ 1,335,940	\$ 20,034,755	
Ashley			\$ 886,553	\$ 13,908,548	
Ponderosa			\$ 1,255,483	\$ 18,929,931	
Beaver Dam			\$ 543,740	\$ 9,255,224	
Howard Learning			\$ 814,663	\$ 13,210,177	
Montclair				\$ 1,115,540	\$ 17,357,482
Westarea				\$ 1,463,643	\$ 22,373,057
Vanstory Hills				\$ 1,484,593	\$ 22,317,357
W. H. Owen				\$ 807,079	\$ 13,106,993
Design for 4 schools					\$ 6,000,000
<b>Program Contingency (3%)</b>	<b>\$ 175,785</b>	<b>\$ 2,695,338</b>	<b>\$ 1,984,186</b>	<b>\$ 2,406,285</b>	<b>\$ 2,434,647</b>
<b>Program Management (3%)</b>	<b>\$ 175,785</b>	<b>\$ 2,695,338</b>	<b>\$ 1,984,186</b>	<b>\$ 2,406,285</b>	<b>\$ 2,434,647</b>
<b>Recurring</b>	<b>\$ 18,519,120</b>	<b>\$ 18,889,502</b>	<b>\$ 19,267,292</b>	<b>\$ 19,652,638</b>	<b>\$ 20,045,691</b>
School Capital Outlay I (Buildings/Land)	\$ 13,525,200	\$ 13,795,704	\$ 14,071,618	\$ 14,353,050	\$ 14,640,111
School Capital Outlay II (Furniture/Equipment)	\$ 4,577,760	\$ 4,669,315	\$ 4,762,702	\$ 4,857,956	\$ 4,955,115
School Capital Outlay III (Vehicles)	\$ 416,160	\$ 424,483	\$ 432,973	\$ 441,632	\$ 450,465
<b>CIP Yearly Total</b>	<b>\$ 24,730,173</b>	<b>\$ 114,124,792</b>	<b>\$ 89,375,193</b>	<b>\$ 104,674,698</b>	<b>\$ 106,069,874</b>
<b>CIP Facilities Only</b>	<b>\$ 19,384,684</b>	<b>\$ 103,640,317</b>	<b>\$ 80,211,147</b>	<b>\$ 94,562,541</b>	<b>\$ 95,795,001</b>
<b>CIP Total</b>					<b>\$ 438,974,729</b>
<b>CIP Facilities Only Total</b>					<b>\$ 393,593,688</b>
<b>Total Schools Renovated</b>					<b>17</b>

# Multi-Year Capital Plan

# New School Cost – Per DPI 5 Year Survey

School	Capacity	Acreage	Sq. Foot	Cost
Elementary	700	17	110,000	\$33.6 M
Middle	800	23	140,000	\$44.4 M
High	1,600	56	255,000	\$83.0 M

\* Pre-pandemic cost

## Combining Small Schools

**Reduced  
personnel and  
operating costs**

**Unearned  
allotment costs  
due to small size**

**Repurpose value  
of the vacated  
school**



**Improved safety  
and security**

**Operate new  
efficient vs  
inefficient  
systems**

**21<sup>st</sup> Century  
learning  
environment**

5 Year Capital Plan	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
	FY2023	FY2024	FY2025	FY2026	FY2027
<b>Renovation/Replacements</b>	<b>\$ 6,130,996</b>	<b>\$ 80,428,548</b>	<b>\$ 73,143,839</b>	<b>\$ 85,921,932</b>	<b>\$ 90,695,010</b>
Cumberland Road/Walker Spivey	\$ 2,700,000	\$ 31,900,000			
Sunnyside/Seabrook	\$ 2,700,000	\$ 31,900,000			
W. H. Owen	\$ 730,996	\$ 11,714,717			
Raleigh Road/North ES		\$ 2,754,000	\$ 32,538,000		
Ponderosa		\$ 1,230,373	\$ 18,551,333		
A. B. Wilkins		\$ 929,458	\$ 15,621,683		
Ferguson Easley/Loucile Souders			\$ 2,809,080	\$ 33,188,760	
J. W. Coon/Sherwood			\$ 2,809,080	\$ 33,188,760	
Howard Learning			\$ 814,663	\$ 13,210,177	
Stedman Primary/Stedman ES/Beaver Dam				\$ 2,865,262	\$ 33,852,535
Westarea				\$ 1,463,643	\$ 22,373,057
South View MS				\$ 2,005,331	\$ 28,946,718
Ashley/Glendale					\$ 2,922,567
Montclair					\$ 1,115,540
Vanstory Hills					\$ 1,484,593
<b>Program Contingency (3%)</b>	<b>\$ 183,930</b>	<b>\$ 2,412,856</b>	<b>\$ 2,194,315</b>	<b>\$ 2,577,658</b>	<b>\$ 2,720,850</b>
<b>Program Management (3%)</b>	<b>\$ 183,930</b>	<b>\$ 2,412,856</b>	<b>\$ 2,194,315</b>	<b>\$ 2,577,658</b>	<b>\$ 2,720,850</b>
<b>Recurring</b>	<b>\$ 18,519,120</b>	<b>\$ 18,889,502</b>	<b>\$ 19,267,292</b>	<b>\$ 19,652,638</b>	<b>\$ 20,045,691</b>
School Capital Outlay I (Buildings/Land)	\$ 13,525,200	\$ 13,795,704	\$ 14,071,618	\$ 14,353,050	\$ 14,640,111
School Capital Outlay II (Furniture/Equipment)	\$ 4,577,760	\$ 4,669,315	\$ 4,762,702	\$ 4,857,956	\$ 4,955,115
School Capital Outlay III (Vehicles)	\$ 416,160	\$ 424,483	\$ 432,973	\$ 441,632	\$ 450,465
<b>CIP Yearly Total</b>	<b>\$ 25,017,976</b>	<b>\$ 104,143,764</b>	<b>\$ 96,799,761</b>	<b>\$110,729,887</b>	<b>\$ 116,182,402</b>
<b>CIP Facilities Only</b>	<b>\$ 19,656,196</b>	<b>\$ 94,224,252</b>	<b>\$ 87,215,457</b>	<b>\$100,274,983</b>	<b>\$ 105,335,122</b>
<b>CIP Total</b>					<b>\$ 452,873,789</b>
<b>CIP Facilities Only Total</b>					<b>\$ 406,706,010</b>
<b>Total Schools Renovated/Replaced</b>					<b>18</b>
<b>Total New Schools</b>					<b>6</b>

# Combining Small Schools



5 Year Capital Plan	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027
<b>Renovation/Replacements</b>	<b>\$ 3,805,770</b>	<b>\$ 34,798,906</b>	<b>\$ 80,469,816</b>	<b>\$ 72,450,759</b>	<b>\$ 86,074,921</b>	<b>\$ 96,942,384</b>
EE Smith (DOD funding and no aquatic)	\$3,805,770	\$ 31,367,910	\$ 31,995,268			
Cumberland Road/Walker Spivey		\$ 2,700,000	\$ 31,900,000			
W. H. Owen		\$ 730,996	\$ 11,714,717			
Sunnyside/Seabrook			\$ 2,700,000	\$ 31,900,000		
Ponderosa			\$ 1,230,373	\$ 18,551,333		
A. B. Wilkins			\$ 929,458	\$ 15,621,683		
Raleigh Road/North ES				\$ 2,754,000	\$ 32,538,000	
J. W. Coon/Sherwood				\$ 2,809,080	\$ 33,188,760	
Howard Learning				\$ 814,663	\$ 13,210,177	
Ferguson Easley/Loucile Souders					\$ 2,809,080	\$ 33,188,760
Stedman Primary/Stedman ES/Beaver Dam					\$ 2,865,262	\$ 33,852,535
Westarea					\$ 1,463,643	\$ 22,373,057
South View MS						\$ 2,005,331
Ashley/Glendale						\$ 2,922,567
Montclair						\$ 1,115,540
Vanstory Hills						\$ 1,484,593
<b>Program Contingency (3%)</b>	<b>\$ 114,173</b>	<b>\$ 1,043,967</b>	<b>\$ 2,414,094</b>	<b>\$ 2,173,523</b>	<b>\$ 2,582,248</b>	<b>\$ 2,908,272</b>
<b>Program Management (3%)</b>	<b>\$ 114,173</b>	<b>\$ 1,043,967</b>	<b>\$ 2,414,094</b>	<b>\$ 2,173,523</b>	<b>\$ 2,582,248</b>	<b>\$ 2,908,272</b>
<b>Recurring</b>	<b>\$ 13,000,000</b>	<b>\$ 18,519,120</b>	<b>\$ 18,889,502</b>	<b>\$ 19,267,292</b>	<b>\$ 19,652,638</b>	<b>\$ 20,045,691</b>
School Capital Outlay I (Buildings/Land)	\$ 8,200,000	\$ 13,525,200	\$ 13,795,704	\$ 14,071,618	\$ 14,353,050	\$ 14,640,111
School Capital Outlay II (Furniture/Equipment)	\$ 4,400,000	\$ 4,577,760	\$ 4,669,315	\$ 4,762,702	\$ 4,857,956	\$ 4,955,115
School Capital Outlay III (Vehicles)	\$ 400,000	\$ 416,160	\$ 424,483	\$ 432,973	\$ 441,632	\$ 450,465
<b>CIP Yearly Total</b>	<b>\$ 17,034,116</b>	<b>\$ 55,405,960</b>	<b>\$ 104,187,508</b>	<b>\$ 96,065,097</b>	<b>\$ 110,892,055</b>	<b>\$ 122,804,618</b>
<b>CIP Facilities Only</b>	<b>\$ 12,005,770</b>	<b>\$ 48,324,106</b>	<b>\$ 94,265,520</b>	<b>\$ 86,522,377</b>	<b>\$ 100,427,972</b>	<b>\$ 111,582,495</b>
<b>CIP Total</b>						<b>\$ 489,355,237</b>
<b>CIP Facilities Only Total</b>						<b>\$ 441,122,470</b>
<b>Total Schools Renovated/Replaced</b>						<b>18</b>
<b>Total New Schools</b>						<b>7</b>

# Renovations Replacements



# Potential Next Steps



County presentation  
to BOE on debt  
capacity – TBD?



County run some  
debt capacity  
scenarios?



Adjust and provide  
official need –  
timeframe/format?



Start a recurring  
annual update



## **HUMAN RESOURCES**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DR. ANTHONY WADE, CHIEF HUMAN RESOURCES OFFICER**

**DATE: 10/8/2021**

**SUBJECT: COMPENSATION ADMINISTRATION ASSESSMENT PROJECT**

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

**Presenter(s): DR. ANTHONY WADE, CHIEF HUMAN RESOURCES OFFICER**

#### **BACKGROUND**

The County has not had a comprehensive assessment of its compensation administration structure, including comparative analysis of its class specifications and related market specifications since 2012. As a result, no data exists to validate its competitiveness in the marketplace. Additionally, issues have surfaced over years involving diverse topics ranging from pay compression to retention and recruitment involving the County's employees.

In order to provide current information on these topics for the Board and County Management, Human Resources has recommended an assessment of the County's compensation administration structure. The project's actions are guided by the Personnel Ordinance which states that "the salary plan shall provide for the salary advancement of employees based upon changes in job responsibilities and prevailing labor market conditions."

The objectives of this assessment are as follows:

- A real-time evaluation of organizational compensation structural grades and pay ranges
- Performing an organizational compensation analysis including labor market data and analysis as well as a proposed salary structure design and implementation
- Developing a compensation philosophy that will serve as the driving foundation for all talent management actions related to the organizational Employee Life Cycle.

- Using project outcomes for the development of a sustainable compensation administration system that allows for the most effective organizational programs and services involving talent acquisition, development, and management.

### **RECOMMENDATION / PROPOSED ACTION**

For informational purposes only.

### **ATTACHMENTS:**

Description

Type

Proposed 2021 Compensation Administration Assessment

Backup Material

# **Compensation Administration Assessment**

**Evaluation of Current Pay Structure and Rates**

## **Human Resources**

# Compensation Administration Assessment

## Current Compensation Environment

- Difficult to differentiate between pay rates for newly hired employees who are still learning their jobs and longer tenured employees who have achieved higher levels of competence in the same jobs.
- Compression challenges as a result of inequity in structural movement between supervisor/leads versus subordinates
  - Example – Currently there is a supervisor at grade 66 with three years experience in his role who is only separated from his subordinate at grade 63 with only 11 months in his role by \$960 annually
  - Traditional compensation administration principles advise that there should be an annual earnings difference between a subordinate and a supervisor/lead of at least 10-15%
    - Reflects relative internal value of the roles based on the qualifications required and the duties/responsibilities assigned.

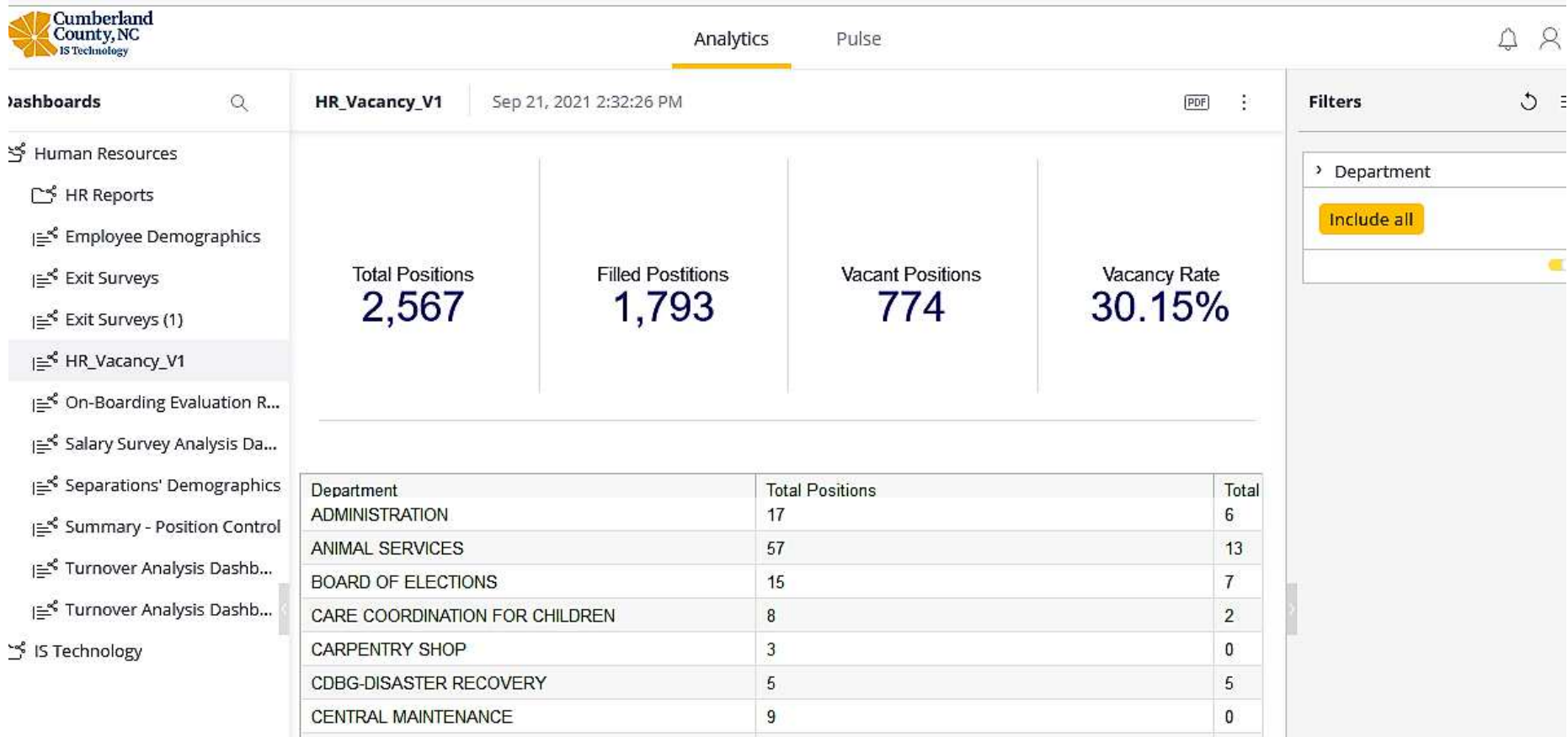
# Compensation Administration Assessment

## Current Compensation Environment

- Present structure inhibits movement within the pay structure
- Present structure has not benefitted from market pricing for similarly situated positions, affecting the County's employee attrition and retention rate

# Compensation Administration Assessment

## Current Staffing Vacancy Rate



# Compensation Administration Assessment Project Objectives

- A real-time evaluation of organizational compensation structural grades and pay ranges
- Performing an organizational compensation analysis including labor market data and analysis as well as a proposed salary structure design and implementation
- Developing a compensation philosophy that will serve as the driving foundation for all talent management actions related to the organizational Employee Life Cycle.
- Using project outcomes used for the development of a sustainable compensation administration system that allows for the most effective organizational programs and services involving talent acquisition, development, and management.



# **Compensation Administration Assessment**

Evaluation of Current Pay Structure and Rates

## **QUESTIONS**



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

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021  
AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/1/2021**

**SUBJECT: ALLIANCE HEALTH SUPPORTED COMMUNITY PARAMEDIC  
PROGRAMS IN WAKE, DURHAM AND JOHNSTON COUNTIES**

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

**Presenter(s): ANN OSHEL, ALLIANCE HEALTH SENIOR VP, COMMUNITY HEALTH  
AND WELL-BEING**

**BACKGROUND**

Buncombe County officials presented information about their Community Paramedic Collaborative and Post Overdose Response Program at the September 9, 2021, Agenda Session.

Alliance Health, the managed care organization for public behavioral healthcare for the citizens of Cumberland, Durham, Johnston and Wake Counties, has supported community paramedic programs in other counties for several years.

Ann Oshel, Alliance Health Senior VP, Community Health and Well-Being, will discuss the community paramedic programs operating in Durham, Wake and Johnston Counties and the success they have had in diverting individuals from the emergency departments to crisis centers and other alternative providers.

**RECOMMENDATION / PROPOSED ACTION**

For information purposes.



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/7/2021**

**SUBJECT: AMENDMENT TO SPECTRA VENUE MANAGEMENT AGREEMENT**

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

**Presenter(s): AMY H. CANNON, COUNTY MANAGER/TRENT MERRITT, REGIONAL VICE PRESIDENT**

**BACKGROUND**

Attached you will find the current Management Agreement and a proposed Amendment to the Management Agreement for the Crown Coliseum Complex. In the current agreement, the initial term expires on June 30, 2022. This initial term may be extended for an additional period of five years, to end on June 30, 2027.

The amendment includes an initial term of five years expiring on June 30, 2027 with an option to extend the term an additional five years ending on June 30, 2032. The Fixed Management Fee is \$99,000 representing a increase in the base fee of \$3,000. In addition, Spectra proposes to contribute \$100,000 by September 1, 2023; an additional \$100,000 to the facility by September 1, 2023; and if the terms of the agreement are extended to June 30, 2032, an additional \$100,000 by September 1, 2027. These contributions will be used for mutually agreed improvements or equipment designed to increase revenue generated at the venue. In the event any individual venues are closed or repurposed in a material way, Spectra has the right to seek a negotiation in good faith for appropriate fee changes that reflect facility changes.

**RECOMMENDATION / PROPOSED ACTION**

Consider the proposed amendment to the Management Agreement for the Crown Complex Facilities.

**ATTACHMENTS:**

Description	Type
Management Agreement	Backup Material
Amendment to Management Agreement	Backup Material

North Carolina

Cumberland County

## MANAGEMENT AGREEMENT

This Management Agreement is entered into on 4-12-17, and made effective as of the 1<sup>st</sup> day of July, 2017 ("**Effective Date**"), by and between Cumberland County Civic Center Commission, a body corporate created by the North Carolina General Assembly through the enactment of S.L. 1965-360, S.L. 1984-983 and S.L. 1991-27 ("**Commission**"); Cumberland County, a body corporate and a political subdivision of the State of North Carolina ("**County**"); and Global Spectrum, LP, a Delaware limited partnership doing business as Spectra ("**Manager**").

## RECITALS

WHEREAS, the Cumberland County Civic Center, is a multi-purpose facility in Fayetteville, North Carolina, consisting of a 4,500 seat arena, a 2,500 seat theatre, a ballroom seating 650, a 60,000 square foot expo center and a 10,000 seat coliseum (collectively, the "**Facilities**"); and

Whereas, the Facilities are owned by the County of Cumberland ("**County**") and operated by the Commission; and

WHEREAS, the Commission has the full legal right and authority to engage a third party to manage and operate the Facilities, subject to such terms and conditions as prescribed by the Board of Commissioners as the governing board of the County, and the Commission desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of the Commission, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

WHEREAS, the County and Manager are parties to a Management Agreement dated November 1, 2013 ("**Original Agreement**") between the County and Manager, which Original Agreement is intended by the parties to expire on June 30, 2017 and be superseded and replaced by this Agreement.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

## ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

**Affiliate:** A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

**Agreement:** this Management Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

**Capital Expenditures:** All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of five (5) years.

**Commercial Rights:** Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, premium seating (including suites, club seats and party suites) and memorial gifts at or with respect to the Facilities and owned or controlled by the County or the Commission.

**Commission:** The term "Commission" shall have the meaning ascribed to such term in the Recitals to this Agreement.

**Contribution** shall have the meaning set forth in Section 12.2 of this Agreement.

**CPI:** The Consumer Price Index for the South Region, Urban Area Size B/C, as published by the United States Department of Labor, Bureau of Labor Statistics, or such other successor or similar index.

**Effective Date:** "Effective Date" shall have the meaning ascribed to such term in the opening paragraph of this Agreement.

**Emergency Repair:** The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facilities threatening persons or property.

**Event Account:** A separate interest-bearing account in the name of the Commission and under the Commission's Federal ID number in a local qualified public depository, to be designated by the Commission, where advance ticket sale revenue is deposited by Manager.

**Event of Force Majeure:** An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a

strike or work stoppage affecting the Facilities or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

**Existing Contracts:** Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date.

**Facilities or Facility:** shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include the entire arena complex, including but not limited to the arena, suites, locker rooms, meeting rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, and the entrances, ground, sidewalks and parking areas immediately surrounding the Facilities and adjacent thereto.

**FF&E:** Furniture, fixtures and equipment to be procured for use at the Facilities.

**Fund:** shall have the meaning set forth in Section 12.1 of this Agreement.

**Fixed Management Fee:** The fixed monthly fee the Commission shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

**General Manager:** The employee of Manager acting as the full-time on-site general manager of the Facilities.

**Incentive Fee:** The contingent fee the Commission shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.2 below.

**Initial Term:** shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

**Laws:** federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

**Management-Level Employees:** The General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facilities (including employees performing the functions of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director and Event Manager).

**Manager:** shall have the meaning ascribed to such term in the Recitals to this Agreement.

**Marketing Plan:** A plan for the advertising and promotion of the Facilities and Facilities events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x)

advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii) development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

**Operating Account:** A separate interest-bearing account in the name of the County and under the County's Federal ID number in a local qualified public depository, to be designated by the County where Revenue is deposited and from which Operating Expenses are paid.

**Operating Budget:** A line item budget for the Facilities that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

**Operating Expenses:** All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator, snow and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) ) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of Commission; (xxvii) costs incurred under Service Contracts and other agreements relating to Facilities operations, (xxviii) Taxes; and (xxix) Transition Costs (which shall be an Operating Expense in the first Operating Year). The term "Operating Expenses" does not include debt service on the Facilities, Capital Expenditures or the Incentive Fee.

**Operating Year:** Each twelve (12) month period during the Term, commencing on July 1 and ending on June 30.

**Operations Manual:** Document to be developed by Manager which shall contains terms regarding the management and operation of the Facilities, including detailed policies and



procedures to be implemented in operating the Facilities, as agreed upon by both the Commission and the Manager.

**Revenue:** All gross revenues generated by Manager's operation of the Facilities, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

**Revenue Generating Contracts:** Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facilities and entered into in the ordinary course of operating the Facilities.

**Service Contracts:** Agreements for services to be provided in connection with the operation of the Facilities, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facilities.

**Taxes:** Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the Commission at the Facilities, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.

**Term:** The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

## **ARTICLE 2 SCOPE OF SERVICES**

Section 2.1 Engagement.

(a) Commission hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facilities, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Operations Manual.

Section 2.2 Limitations on Manager's Duties. Manager's obligations under this Agreement are contingent upon and subject to the Commission making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the Commission or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the Commission to timely provide such funds.

Section 2.3 Rights Reserved to the Commission. Without limiting any other rights of the Commission as described herein, the parties agree that the Commission shall have the right to approve (a) the annual Operating Budget, (b) major Capital Expenditures, (c) any significant disposition of Facility assets, and (d) the general rates charged at the Facility for users of the Facility.

### **ARTICLE 3 COMPENSATION**

Section 3.1 Fixed Management Fee. In consideration of Manager's performance of its services hereunder, Commission shall pay Manager a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1<sup>st</sup>) Operating Year, the Fixed Management Fee shall be Eight Thousand Dollars (\$8,000) per month. Beginning in the second (2<sup>nd</sup>) Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply), capped at three and a half percent (3.5%) in any Operating Year. The Fixed Management Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1<sup>st</sup>) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Incentive Fee. In addition to the Fixed Management Fee, Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term. The Incentive Fee shall be Twenty-two Percent (22%) of Gross Revenue in excess of Four Million Five Hundred Thousand Dollars (\$4,500,000) per Operating Year (the "Benchmark"). For purposes of this paragraph, "Gross Revenue" shall include the following: gross ticket sales less North Carolina sales tax (only), gross other revenue; gross concessions, gross convenience fees, gross facility fees, gross suite rental, gross miscellaneous income, LESS promoter proceeds. The Benchmark shall be pro-rated for any Operating Years of less than 12 months based on the number of days actually elapsed in such Operating Year out of 365. This Incentive Fee (i) shall not in any Operating Year exceed two (2) times the amount of the Fixed Management Fee for such Operating Year, and (ii) shall not be paid to any extent if Manager fails to achieve at least 95% of the bottom line net profit/loss number in the Operating Budget for such Operating Year, unless the failure to achieve such number is due to an Event of Force Majeure or other circumstance outside of the reasonable control of Manager.

The Incentive Fee, to the extent earned by Manager, shall be paid to Manager no later than ten (10) days after completion of the year-end audit as described in Section 10.3, or one-hundred-twenty (120) days following the end of each Operating Year, whichever occurs first.

#### **ARTICLE 4**

#### **TERM; TERMINATION**

Section 4.1 Term. The initial term of this Agreement (the "**Initial Term**") shall begin on the Effective Date and shall expire on June 30, 2022. The Commission, in its discretion, shall have the right to extend the Initial Term for an additional period of five (5) years, to end on June 30, 2027, by providing written notice of such extension to Manager no later than March 31, 2017. The Initial Term plus any such extension is referred to herein as the "**Term**". Notwithstanding that the Effective Date has not yet occurred, this Agreement shall be binding on the parties upon their execution and delivery hereof.

Section 4.2 Termination. This Agreement may be terminated:

(a) subject to Section 4.3(a) below, by Commission upon thirty (30) days written notice to Manager in the event of a permanent closure of the Facilities, the fact of which is certified by the Commission in writing to Manager;

(b) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

(c) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

#### Section 4.3 Effect of Termination

(a) In the event this Agreement is terminated by the Commission pursuant to Section 4.2(a) due to closure of the Facilities, the Commission shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include costs associated with (i) severance pay, not to exceed six (6) months, for each of Manager's Management-Level Employees, (ii) reasonable household relocation expenses for Manager's Management-Level Employees, to the extent any of such individuals had previously relocated to the Facilities (or its surrounding areas) in connection with this Agreement and (iii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. The Commission's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses. Except for the reimbursement of the above stated expenses, Manager shall have no other right or remedy, at law or in equity, against the Commission for a termination pursuant to Section 4.2(a) due to closure of the Facilities, except that, in the event the Facilities re-open at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities were closed.

(b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) the Commission shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) Manager shall make available to the Commission all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or Commission, the Commission shall, or shall cause the successor Facilities manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facilities agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

## **ARTICLE 5**

### **OWNERSHIP; USE OF THE FACILITIES**

Section 5.1 Ownership of Facilities, Data, Equipment and Materials. The County will at all times retain ownership of the Facilities, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facilities. Any data, equipment or materials furnished by the County through the Commission to Manager or acquired by Manager as an Operating Expense shall remain the property of the County, and shall be returned to the Commission for the County when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, neither the County nor the Commission shall have the right to use any third party software licensed by Manager for general use by Manager at the Facilities and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facilities as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof.

Section 5.2 Right of Use by Manager. The Commission hereby gives Manager the right and license to use the Facilities, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities and systems necessary for, and related to, the operation, maintenance and management of the Facilities. The Commission shall provide Manager with a sufficient amount of suitable office space in the Facilities and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. Manager has inspected the existing office space which Commission intends to provide and agrees that such space is suitable and adequate for Manager's purposes. In addition, the Commission shall make available to Manager, at no cost, parking spaces at the Facility for all of Manager's full-time employees and event staff.

Section 5.3 Observance of Agreements. The Commission and the County shall pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which such parties are bound in connection with the ownership or operating rights of or at the Facilities.

Section 5.4 Use by the Commission or the County. The Commission shall have the right to use the boardroom at the Facilities rent-free for its meetings for any purpose. Subject to availability, the County shall have the right to use the boardroom rent-free for conducting special meetings of its Board of Commissioners no more than twice per year. Subject to availability, the County shall further have the right to use of the boardroom, ballroom or a meeting room for the purpose of conducting non-commercial meetings of county staff no more than once per month. The County shall have the further right to use the Expo Center rent-free to conduct its annual employee health and wellness fair for no more than four consecutive days. The County's use

shall be conducted in a manner to avoid the Facility incurring any out of pocket expenses such as the cost of ushers, ticket-takers, set-up and take-down, or security. The County shall take all reasonable measures to schedule or reschedule its uses on dates that do not conflict with any revenue-producing event which can be booked by the Manager.

Section 5.5 Special Use. The Cumberland County Livestock Association shall have the right to use the Charlie Rose Agri-Expo Center rent-free to conduct an annual livestock show during the month of September in association with any county fair licensed by the N. C. Secretary of Agriculture as an agricultural fair held on the premises of the Facilities or elsewhere within Cumberland County. This use shall be limited to the number of days during which livestock or other animals are maintained or displayed for show purposes and to only that portion of the premises actually used for maintaining or showing livestock or other animals. This rent-free use for conducting livestock shows is specific to the Livestock Association, shall be independent of any other use for fair purposes and shall not apply to other use of the Charlie Rose for other fair purposes.

## **ARTICLE 6 PERSONNEL**

Section 6.1 Generally. Manager shall engage, as its own employees (and not employees of the Commission) staff necessary to provide the services of Manager described in this Agreement. Manager shall select, in its sole discretion but subject to Commission's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees at the Facilities and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The Commission specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual shall be provided to the Commission upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facilities. Hiring of the General Manager by Manager shall require the prior approval of the Commission, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the Commission, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the Commission's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facilities, supervision of employees, and management and coordination of all activities associated with events taking place at the Facilities.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither the County nor the Commission, nor any of their respective Affiliates, shall solicit for employment, or hire, any of Manager's Management-Level Employees, provided that the foregoing restriction on soliciting or hiring at the end of the Term shall not apply to Manager's Management-Level Employees who were employed by the County or Commission at the Facility prior to the transition of management services to Manager. The Commission acknowledges that Manager will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the Commission were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the Commission, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the Commission from continuing such breach, without the necessity of posting a bond.

## **ARTICLE 7 OPERATING BUDGET**

Section 7.1 Establishment of Operating Budget. Manager agrees that at least 120 days prior to the commencement of each Operating Year, in respect of such year, it will prepare and submit to the Commission its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The Commission agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of the Commission, which approval shall not be unreasonably withheld or delayed. In order for the Commission to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the Commission such reasonable financial information relating to the Facilities as may be requested by the Commission from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the Commission (which approval shall not be unreasonably withheld or delayed). If the Commission fails to approve any annual Operating Budget (or any proposed amendment thereto), the Commission shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties, including, if applicable, negotiation of a mutually acceptable modification to the economic terms of this Agreement to enable the Manager to achieve the compensation contemplated by its proposed Operating Budget.

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facilities in accordance with the Operating Budget. However, Commission acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to the Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify the Commission within 30 days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Facilities expenses from that provided for in the Operating Budget. In either such case and if requested by Commission, Manager agrees to work with Commission to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

## **ARTICLE 8 PROCEDURE FOR HANDLING INCOME**

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt and in any event within one (1) business day following receipt, in the Event Account, all revenue received from ticket sales and similar event-related revenues which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the Commission and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted first from interest earned.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facilities shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of a Commission employee or representative.

## **ARTICLE 9 FUNDING**

Section 9.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facilities from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating



Account shall be funded with amounts generated by operation of the Facilities (as described in Article 8 above), or otherwise made available by the Commission. To ensure sufficient funds are available in the Operating Account, Commission will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the first five (5) months of the Term. Following such initial deposit, the Commission shall deposit (or allow to remain in) the Operating Account on a quarterly basis (at the beginning of each calendar quarter, i.e., January 1, April 1, July 1 and October 1) an amount equal to the budgeted or otherwise approved expenses for that upcoming calendar quarter (maintaining at all times an extra 2 months of expenses in such account in case of any shortfalls). Manager shall have no liability to the Commission or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Advancement of Funds; Responsibility for Operating Expenses and Net Losses. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses; rather, all such Operating Expenses shall be funded by the Commission. Furthermore, Manager shall not share in any net losses of the Facility; rather, any and all such net losses shall be borne by the Commission.

## **ARTICLE 10**

### **FISCAL RESPONSIBILITY; REPORTING**

Section 10.1 Records. Manager agrees to keep and maintain, at its office in the Facilities, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facilities. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. The Commission or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to the Commission, within thirty (30) days after the end of each month during the Term, financial reports for the Facilities including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to provide to the Commission a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facilities during such month. Additionally, Manager shall submit to the Commission, or shall cause the applicable public depository utilized by Manager to submit to the Commission, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. Manager agrees to provide to the Commission, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facilities. Costs associated with obtaining

such certified audit report shall be an Operating Expense of the Facilities. Such audit shall be performed by an external auditor approved by the Commission, and shall be conducted in accordance with generally accepted auditing standards.

## **ARTICLE 11 CAPITAL IMPROVEMENTS**

Section 11.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to the Commission, provide to the Commission a schedule of proposed capital improvements to be made at the Facilities, for the purpose of allowing the Commission to consider such projects and to prepare and update a long-range Capital Expenditure budget.

Section 11.2 Responsibility for Capital Expenditures. The Commission shall be solely responsible for all Capital Expenditures at the Facilities; provided, however, the Commission shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by the Commission to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to the Commission, to make Capital Expenditures at the Facilities for Emergency Repairs. In such event, the Commission shall promptly reimburse Manager for the cost of such Capital Expenditure.

## **ARTICLE 12 CONTRIBUTIONS BY MANAGER**

Section 12.1 Event Marketing Fund Under Original Agreement. The parties acknowledge that under the Original Agreement, Manager established an Event Marketing Fund ("Fund") in the amount of One Hundred Fifty Thousand Dollars (\$150,000). To the extent there is a balance in the Fund at the end of the term of the Original Agreement, such amount belong to Manager and shall be paid to Manager at such time.

Section 12.2 Contribution Toward Revenue-Enhancing Improvements. The parties acknowledge that under the Original Agreement, Manager made a contribution of One Hundred Fifty Thousand Dollars (\$150,000) (the "Original Contribution") at the Facilities toward mutually agreed improvements or equipment designed to increase Revenue generated at the Facilities, and that the remaining unamortized amount of such Original Contribution as of July 1, 2017 will be Ninety-Five Thousand Dollars (\$95,000) ("Original Contribution Unamortized Amount"). Manager hereby agrees to make an additional contribution toward mutually agreed improvements or equipment designed to increase Revenue generated at the Facilities, in the amount of Two Hundred Thousand Dollars (\$200,000) ("New Contribution"). Once identified, the specific equipment and other related tangible personal property to be purchased with the New Contribution shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment and improvements purchased with the New Contribution shall be owned by the

County upon installation thereof. The New Contribution and the Original Contribution Unamortized Amount (for a total of \$295,000) shall be amortized on a straight line basis over a ten (10) year period (at the rate of 1/120 per month), commencing on the Effective Date. Upon the expiration or termination (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager of the County's election not to renew this Agreement following the Initial Term) of this Agreement, the Commission shall immediately pay to Manager the unamortized amount of the New Contribution and the Original Contribution Unamortized Amount.

### **ARTICLE 13**

#### **FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES**

Section 13.1 Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts to the extent they are within Manager's possession or otherwise are provided to Manager by the Commission.

Section 13.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facilities, as agent on behalf of the Commission. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties. Manager shall obtain the prior approval of the Commission (which approval shall not be unreasonably withheld or delayed) before entering into any such contract with a term that expires after the Term of this Agreement, unless such contract, by its express terms, can be terminated by Manager or Commission following expiration of the Term without any penalty.

Section 13.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facilities (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall provide to Commission reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facilities.

Section 13.4 Renewal of Ticketing Agreement with Paciolan, LLC. The parties recognize the Service and Usage Agreement ("Ticketing Agreement") between Manager, as agent on behalf of the Commission, and Paciolan, LLC, an affiliate company of Manager's, which commenced on July 1, 2015 and expires by its terms on June 30, 2020. The Commission hereby agrees that Manager, as agent on behalf of the Commission, may extend the term of the Ticketing Agreement, on the same terms and conditions as currently provided in such agreement, for an additional two (2) year period, so that the term thereof shall end on June 30, 2022. The Commission acknowledges that the extension of such agreement was specifically bargained for

by Manager and is a material term of this Agreement. Paciolan, LLC shall be third party beneficiaries of the terms of this paragraph.

#### **ARTICLE 14**

#### **AGREEMENT MONITORING AND GENERAL MANAGER**

Section 14.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facilities, unless Manager notifies Commission of a substitute contract administrator in writing. Commission shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or Commission participation or approval shall mean the participation or approval of such party's contract administrator.

#### **ARTICLE 15**

#### **INSURANCE**

Section 15.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit B, attached hereto, and shall provide to the Commission promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the Commission. Each insurance policy shall include a requirement that the insurer provide Manager and the Commission at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 15.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of North Carolina or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name Commission and County as additional insureds. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the Commission and County. Manager shall require that all third-party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager, Commission and County as additional insureds.

**ARTICLE 16**  
**REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 16.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to Commission as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

Section 16.2 Commission and County Representations, Warranties and Covenants. Commission and County represent, warrant and covenant to Manager as follows:

(a) that they have the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of each herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by Commission and County and constitutes a valid and binding obligation of each, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that the Facilities are, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Facilities (including, without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facilities.

**ARTICLE 17**  
**MISCELLANEOUS**

Section 17.1 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 17.2 Use of Facilities Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facilities, on Manager's stationary, in its advertising of the Facilities, and whenever conducting business of the Facilities; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the Commission relating to such logos. All intellectual property rights in any Facilities logos developed by the Manager or the Commission shall be and at all times remain the sole and exclusive property of the Commission. Manager agrees to execute any documentation requested by the Commission from time to time to establish, protect or convey any such intellectual property rights.

Section 17.3 Facilities Advertisements. The Commission agrees that in all advertisements placed by the Commission for the Facilities or events at the Facilities, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facilities are "managed by Spectra".

Section 17.4 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenable, the Commission shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenable for a period estimated by an architect selected by the Commission at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that in the event the Facilities once again becomes tenable at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities was closed.

Section 17.5 Assignment. Manager acknowledges that the Commission has selected Manager through a competitive bid process and that Manager's reputation was one of the reasons for it being selected. For this reason, Manager may not assign this Agreement without the consent of the Commission, , except that Manager may assign this Agreement to an affiliate, parent, subsidiary or successor of Manager where such assignment is intended to accomplish an

internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to Commission. Any purported assignment in contravention of this Section shall be void.

Section 17.6 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the Commission:

County Manager  
PO Box 1829  
Fayetteville, NC 28302

With a copy to:

Cumberland County Manager  
PO Box 1829  
Fayetteville, NC 28302

If to Manager:

Global Spectrum, L.P., d/b/a Spectra  
3601 S. Broad Street  
Philadelphia, PA 19148  
Attn: Chief Operating Officer

With a copy to:

Comcast Spectacor, L.P.  
3601 South Broad Street  
Philadelphia, PA 19148-5290  
Attn: General Counsel

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 17.7 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 17.8 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof, including without limitation the Original Agreement, which the parties expressly agree shall terminate on June 30, 2017. Notwithstanding the foregoing, any liabilities accruing under the Original Agreement through June 30, 2017 (such as, for example, the Incentive Fee due Manager through June 30, 2017) shall survive termination of the Original Agreement and continue to be due and owing to Manager by the Commission. The parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 17.9 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of North Carolina, without regard to its conflict of laws principles.

Section 17.10 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 17.11 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 17.12 Relationship of Parties. Manager and Commission acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facilities, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between Commission and Manager. In operating the Facilities, entering into contracts, accepting reservations for use of the Facilities, and conducting financial transactions for the Facilities, Manager acts on behalf of and as agent for Commission (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity. Manager agrees that it is not entitled to, and will not take, any tax position that is inconsistent with Manager being a service provider to the County for the Facility.

Section 17.13 No Third Party Beneficiaries. There are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto shall have rights and may make claims hereunder.

Section 17.14 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Manager for the management fees described herein upon a breach or default of this Agreement by Commission.

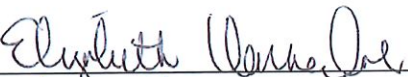
Section 17.15 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.



[Remainder of page intentionally left blank]

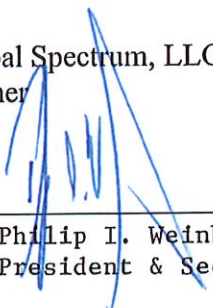
IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CUMBERLAND COUNTY CIVIC  
CENTER COMMISSION


By:   
Name: Elizabeth Varredoe  
Its: chair

GLOBAL SPECTRUM, L.P.  
d/b/a Spectra

By: Global Spectrum, LLC., its general  
partner

By:   
Name: Philip I. Weinberg  
Its: President & Secretary

CUMBERLAND COUNTY

By:   
Its:

THIS INSTRUMENT HAS BEEN PRE-AUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CON-  
TROL ACT.

  
FINANCE DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY

BY:   
County Attorney's Office

Cumberland County  
Contract No: 2017315

## **EXHIBIT A MANAGER DUTIES**

Manager's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facilities in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, parking (if applicable), and general user services.

(b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facilities.

(d) Require that all material vendors and licensees of the Facilities execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facilities. Manager shall submit such form agreements to the Commission for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of the Commission (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facilities, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facilities in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facilities in accordance with Article 6 of the

Agreement, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the Commission upon request, in accordance with Section 10.1 of the Agreement.

(j) Submit to the Commission in a timely manner financial and other reports detailing Manager's activities in connection with the Facilities, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget and submit such proposed budget to the Commission, both in accordance with Article 7 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facilities from the Operating Account or with funds otherwise made available by the Commission.

(m) Secure, or assist the Commission (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facilities for the specific events to be held therein, and for the general occupancy of the Facilities, including without limitation all necessary food and liquor licenses, and renewals thereof. The Commission shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(p) Subject to the Commission making available sufficient funds in a timely manner, pay all Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facilities.

(r) Prepare, maintain and implement on a regular basis, subject to the Commission's approval, a Marketing Plan for the Facilities.

(s) Manage and oversee the sale of Commercial Rights at or in connection with the Facilities.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facilities, and deliver a written report of the foregoing to Commission. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify Commission of any such damage or loss.

(u) Purchase, on behalf of the Commission and with Commission funds, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities.

(v) As agent for the Commission, manage risk management and Facilities insurance needs (not including property insurance, which shall be maintained by the Commission), as more fully described in Article 15 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the Commission, shall be deemed the property of the Commission.

(x) Cause such other acts and things to be done with respect to the Facilities, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facilities following the Effective Date.

## **EXHIBIT B INSURANCE**

- At all times during this Agreement, Manager shall:

(a) maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under this Agreement;

(b) maintain umbrella or excess liability insurance;

(c) maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) maintain appropriate workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of North Carolina; and

(e) maintain professional liability insurance and self-insured employment practices liability coverage;

- Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

### **Commercial General Liability**

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

### **Automobile Liability**

\$1,000,000 per accident (PI and PD combined single limit)

\$1,000,000 uninsured/underinsured motorist

### **Umbrella or Excess Liability**

\$5,000,000 per occurrence and aggregate

### **Workers Compensation**

Workers Compensation: Statutory

Employer's Liability: \$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease

\$100,000 each employee-bodily injury by disease

**Professional Liability/Errors & Omissions (Claims Made)**

\$1,000,000 each occurrence/aggregate

Policy is to include:

- Entity Coverage

**Crime Insurance**

Coverage on all on-site Manager employees. Limit: \$500,000.00





## AMENDMENT TO MANAGEMENT AGREEMENT

This Amendment to Management Agreement (this “**Amendment**”) is entered into as of \_\_\_\_\_, 2021 between Cumberland County Civic Center Commission, a body corporate created by the North Carolina General Assembly through the enactment of S.L. 1965-360, S.L. 1984-983 and S.L. 1991-27 (“**Commission**”); Cumberland County, a body corporate and a political subdivision of the State of North Carolina (“**County**”); and Global Spectrum, LP, a Delaware limited partnership doing business as Spectra Venue Management (“**Manager**”).

WHEREAS, Commission, County and Manager are parties to a certain Management Agreement, dated July 1, 2017 (“**Agreement**”), pursuant to which the Commission and County engaged Manager to manage and operate the Cumberland County Civic Center, a multi-purpose facility in Fayetteville, North Carolina, consisting of a 4,500 seat arena, a 2,500 seat theatre, a ballroom seating 650, a 60,000 square foot expo center and a 10,000 seat coliseum (collectively, the “**Facilities**”)

WHEREAS, the Commission, County and Manager now desire to amend the Agreement as more fully set forth herein..

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meaning given to such terms in the Agreement.
2. The definition of Capital Expenditure in the Agreement is hereby amended to be consistent with the definition of capital expenditure in the County’s Financial Policies (which the County shall provide to Manager upon execution hereof and upon any changes thereto), provided that if such change in definition results in an increase in Operating Expenses, such change shall not take effect until the next Operating Year so that the parties can anticipate such change in developing the Operating Budget for such year.
3. The parties agree that the Initial Term shall be extended to end on June 30, 2027, following which the Commission shall have the right to extend the Term an additional five (5) years, to end on June 30, 2032. To effectuate such change, Section 3(a) of the Agreement shall be amended to read as follows:

“Term. The initial term of this Agreement (the “**Initial Term**”) shall begin on the Effective Date and shall expire on June 30, 2027. The Commission, in its discretion, shall have the right to extend the Initial Term for an additional period of five (5) years, to end on June 30, 2032, by providing written notice of such extension to Manager no later than March 31, 2027. The Initial Term plus any such extension is referred to herein as the “**Term**”.”

4. The Fixed Management Fee for the Operating Year commencing July 1, 2022 shall be Ninety Nine Thousand Dollars (\$99,000). Commencing on July 1, 2023, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply).

5. Manager shall contribute one hundred thousand dollars (\$100,000) to the Facility by September 1, 2022; an additional one hundred thousand dollars (\$100,000) to the Facility by September 1, 2023; and, if the Commission extends the Term of the Agreement to June 30, 2032, an additional one hundred thousand dollars (\$100,000) by September 1, 2027 (collectively, the "Additional Contributions"). The Additional Contributions shall be used for mutually agreed improvements or equipment designed to increase Revenue generated at the Facilities. Once identified, the specific equipment and other related tangible personal property to be purchased with the Additional Contributions shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment and improvements purchased with the Additional Contributions shall be owned by the County upon installation thereof. Each of the Additional Contributions shall be amortized on a straight-line monthly basis from the date on which the Additional Contributions are made through June 30, 2032. Upon the expiration or termination (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager of the Commission's election not to renew this Agreement following the Initial Term) of this Agreement, the Commission and County shall immediately pay to Manager the unamortized amount of the Additional Contributions.

For the sake of clarity, the Original Contribution Unamortized Amount and New Contribution (as such terms are defined in Section 12.2 of the Agreement) shall continue to amortize pursuant to the terms of Section 12.2 of the Agreement and, as provided in such section, the unamortized portion of such contributions shall be paid to Manager upon a termination of the Agreement for any reason prior to June 30, 2027.

6. In the event the any of the individual venues that make up the Cumberland County Civic Center are closed or repurposed in any material way, or if the County commences to develop any new or replacement facilities, Manager shall have the right to require the County and Commission to negotiate in good faith with Manager for appropriate changes to the Agreement to ensure that Manager's anticipated fees under the Agreement are not negatively impacted.

7. All references to the Agreement in the Agreement or in any other document referencing the Agreement shall be deemed to refer to the Agreement as amended hereby. Except for the modifications set forth above, all of the provisions of the Agreement shall remain unmodified and in full force and effect.

8. This Amendment shall be governed by and construed in accordance with

the laws of the State of North Carolina, without regard to conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first set forth above.

**CUMBERLAND COUNTY CIVIC  
CENTER COMMISSION**

**GLOBAL SPECTRUM, L.P.**  
d/b/a Spectra Venue Management

By: Global Spectrum, LLC., its general  
partner

By: \_\_\_\_\_  
Name:  
Its:

By: \_\_\_\_\_  
Name:  
Its:

**CUMBERLAND COUNTY**

By: \_\_\_\_\_  
Name:  
Its:

[Signature Page to Amendment to Management Agreement for Cumberland County Civic Center]



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/8/2021**

**SUBJECT: CROWN COMPLEX MULTI-PURPOSE MARKET AND FINANCIAL  
FEASIBILITY STUDY NEXT STEPS**

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

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

**BACKGROUND**

Attached is the Market and Financial Feasibility Study Summary presented to the public on September 15, 2021. A few of the key findings presented are as follows:

- Cost to upgrade the Theatre/Arena are cost prohibitive
- Public/Stakeholder feedback supports replacement with a new venue
- Programming must be reflective of young, diverse market
- Local, regional and national promoters expressed interest in new venue
- Consideration should be given to regional market competition
- Entertainment industry has experienced sustained growth
- Demand exists for a multi-purpose venue
- Existing Food & Beverage Tax most viable source to fund the new venue

The study also presented information on the building program, site analysis, financial analysis and the economic and fiscal impacts. The following timeline and Next Steps were presented:

- Secure Project Funding.....Late 2021 to Early 2022
- Option to Hire Owners Rep.....Mid 2022
- Site Selection & Purchase.....Late 2022 to Early 2023
- Design & Documentation .....Late 2022 to Late 2023
- Final Building Review/Approval and

- Construction Contract Execution.....Early 2024
- Construction.....Mid 2024 to Late 2025
- Venue Opening..... November 2025

The first step in this timeline is securing project funding. If the Board has a desire to move this project forward, the County should work with our Financial Advisor, DEC Associates Inc., in a review of the project costs, key financial assumptions and financial pro forma. DEC would then update our Capital Planning Model with this data and present this to the Board.

### **RECOMMENDATION / PROPOSED ACTION**

Management and the Finance Director recommend the following action be placed on the October 18, 2021 Board of Commissioners' Consent Agenda:  
Initiate the first step of securing project funding by directing the Finance Director to work with our Financial Advisor, DEC Associates Inc., in reviewing the project costs, key financial assumptions and financial pro forma.

### **ATTACHMENTS:**

Description	Type
Market and Financial Feasibility Study (September 2021)	Backup Material



# **Proposed Multi-Purpose Event Center Market & Financial Feasibility Study**

September 2021



# PROJECT TEAM OVERVIEW

2



MARKET & FINANCIAL  
FEASIBILITY EXPERT



ARCHITECTURAL  
DESIGN EXPERT



COMMUNITY  
OUTREACH EXPERT

## SAMPLE PROJECT TEAM EXPERIENCE

smart financial centre  
at Sugar Land

ALASKA CENTER  
PERFORMING ARTS



THE THEATRE  
AT GRAND PRAIRIE



Raleigh



ECU



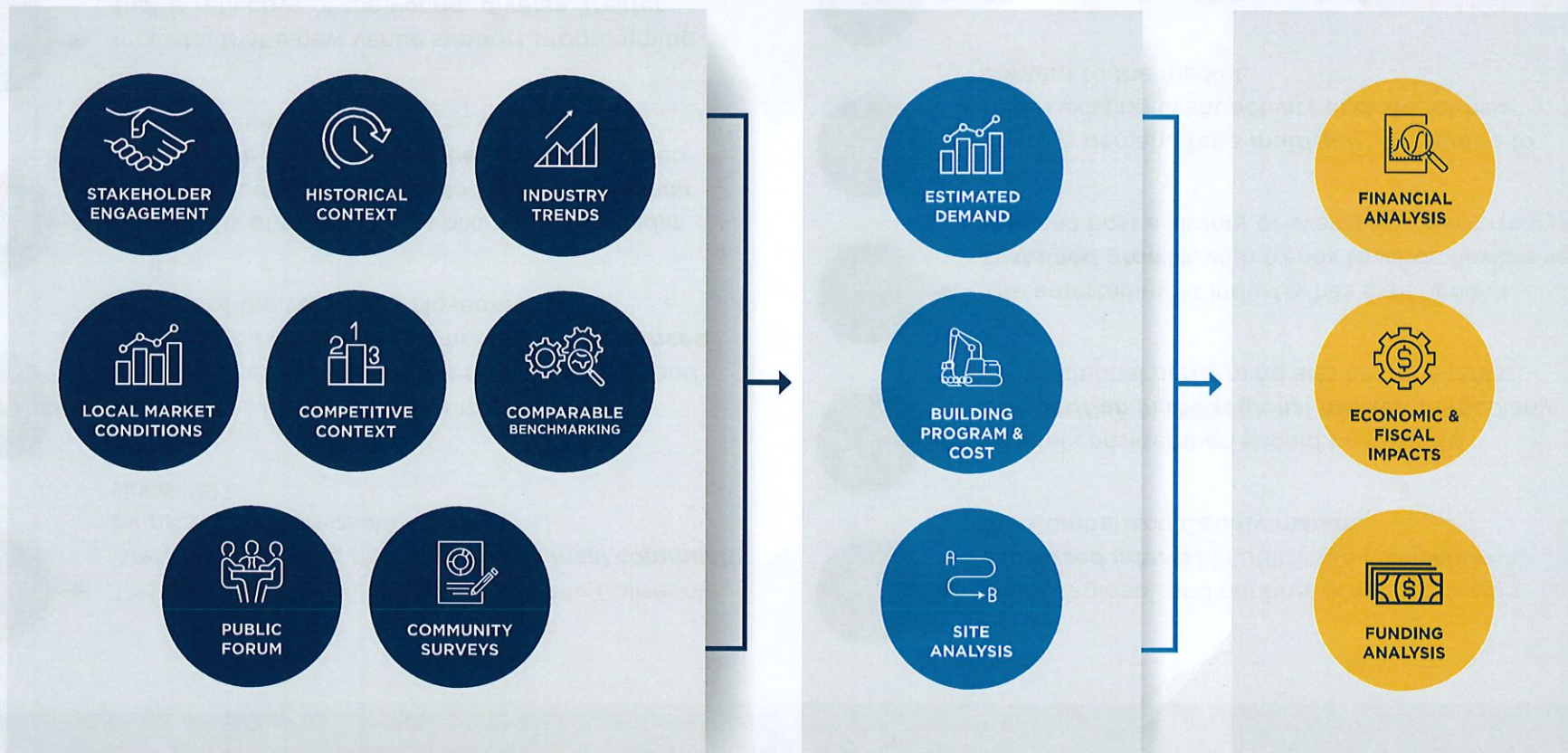
McGrath  
Amphitheatre





# STUDY PROCESS

3



# KEY FINDINGS

4



The Crown Complex, which includes the Coliseum, Arena, and Theatre, have **served the local community** by providing high-quality events since 1997.



Past studies have concluded that the cost of necessary repairs and upgrades to the Arena and Theatre are prohibitive, prompting the **announced closure** of the venues by November 2025.



The results of significant public and stakeholder outreach suggests a **desire to replace the Arena and Theatre with a new venue** to retain a variety of entertainment events in the market.



It is vital that a new venue support programming that is reflective of the **young, diverse greater Cumberland County market**.



Local, regional, and national event promoters **expressed interest** in utilizing a new venue in the Cumberland County market.



Careful consideration should be given to **competition in the regional market**, particularly for traditional performing arts center events.



The entertainment industry has experienced **sustained growth**, with trends towards flexible venues that can host a variety of events and performances.



There is demand for a **multi-purpose venue** to retain existing event activity and attract new content to the market.



The existing **Food & Beverage Tax** represents the most viable means of funding the cost of a new multi-purpose venue.



# GUIDING FRAMEWORK





# CROWN COMPLEX OVERVIEW

6

## KEY TAKEAWAY

The planned closure of the Crown Arena & Theatre brought focus to studying a **replacement venue** among key stakeholders

### CROWN COLISEUM 10,000 SEATS



**60 EVENTS HOSTED IN 2019**  
OPERATIONS TO CONTINUE PAST 2025

#### TYPES OF EVENTS HOSTED



HOCKEY



OTHER SPORTS



CONCERTS



ARENA FOOTBALL



GRADUATIONS

### CROWN ARENA 4,500 SEATS



**28 EVENTS HOSTED IN 2019**  
CLOSES IN NOV. 2025

#### TYPES OF EVENTS HOSTED



BANQUETS



OTHER SPORTS



CONCERTS



ROLLER DERBY



TRADE SHOWS



GRADUATIONS

### CROWN THEATER 2,500 SEATS



**30 EVENTS HOSTED IN 2019**  
CLOSES IN NOV. 2025

#### TYPES OF EVENTS HOSTED



FAMILY SHOWS



COMEDY



CONCERTS



PERFORMING ARTS



SYMPHONY



DANCE

The Crown Complex also includes a 60,000-square-foot Expo Center and a 10,000-square-foot Ballroom that host approximately 70 events annually.



# STAKEHOLDER ENGAGEMENT & PUBLIC FORUM

7

## KEY TAKEAWAY

Stakeholders and the public desire a *sustainable venue that brings top events* and provides space for community users

### STAKEHOLDER ENGAGEMENT KEY FINDINGS



Preference for **financially-sustainable** community amenity



Desire for ability to host **wide variety** of events



The venue could **serve a niche in the Fayetteville market**



Stakeholders largely preferred a **downtown location**



An extension of the **Prepared Food & Beverage Tax** could be the primary funding method

### PUBLIC FORUM KEY FINDINGS



The project team hosted **four public forum sessions**



Over 80 percent had **positive attitude** toward a new venue



The **top event types** included concerts and theater / musicals



Majority of participants preferred a **downtown location**



A successful project would be **self-sustaining** and spur **economic growth**

# ENTERTAINMENT INDUSTRY GROWTH

8

## KEY TAKEAWAY

The entertainment industry has seen **strong sustained growth** over the last 20 years, especially in recent years

### ENTERTAINMENT INDUSTRY TICKET SALES IN NORTH AMERICA

Growth of Total Live Entertainment  
Ticket Sales since 2000:

**9.6%**

Growth of Touring Theater  
Ticket Sales since 2000:

**5.8%**









# VENUE TRENDS

9

## KEY TAKEAWAY

*Increased flexibility and new revenue streams* are key elements in developing a sustainable venue

-  **Flexibility** is important in terms of seating, staging, and acoustics to allow venues to accommodate a wide variety of event types and users
-  Well-designed lobbies, atriums, or outdoor plazas are increasingly valuable amenities to **host private rentals** on non-event days
-  **Premium seating** is important to appeal to a broad array of patrons within a market, drive incremental revenue, and allow patrons to socialize as part of their attendance
-  Successful venues accommodate the needs of a variety of users by offering an **array of rentable spaces**, including meeting rooms and studios





# PERFORMING ARTS CENTER TYPES

10

## KEY TAKEAWAY

**Commercial arts-oriented venue with multi-purpose design** can capitalize on industry trends, fits the diverse Cumberland County market and best aligns with stakeholder and community priorities

### TRADITIONAL PERFORMING ARTS VENUES

- Focused on traditional arts, like symphony, opera, and ballet
- Typically have a tenant
- Often operated as a non-profit
- Often subsidized



### UNIVERSITY BASED FACILITIES

- Constructed, owned, and operated by universities
- Serves as home to university fine arts students and other performer
- Primary focus is school use



### CASINO THEATERS

- Owned and operated by casinos
- Built to host popular acts to encourage gaming spend
- Can buy acts to draw people to casino for gambling



### COMMERCIAL ARTS ORIENTED VENUES

- Host wide amount of entertainment and performing arts events
- Can accommodate local arts groups
- Generally, maintain scheduling flexibility without a tenant
- Operated for profit





# REGIONAL COMPETITION

11

## KEY TAKEAWAY

The regional market contains a **high level of competition** for traditional performing arts events

1



**TOWNSHIP AUDITORIUM**  
CAPACITY: 3,072

2



**STEVEN TANGER CENTER**  
CAPACITY: 3,000

3

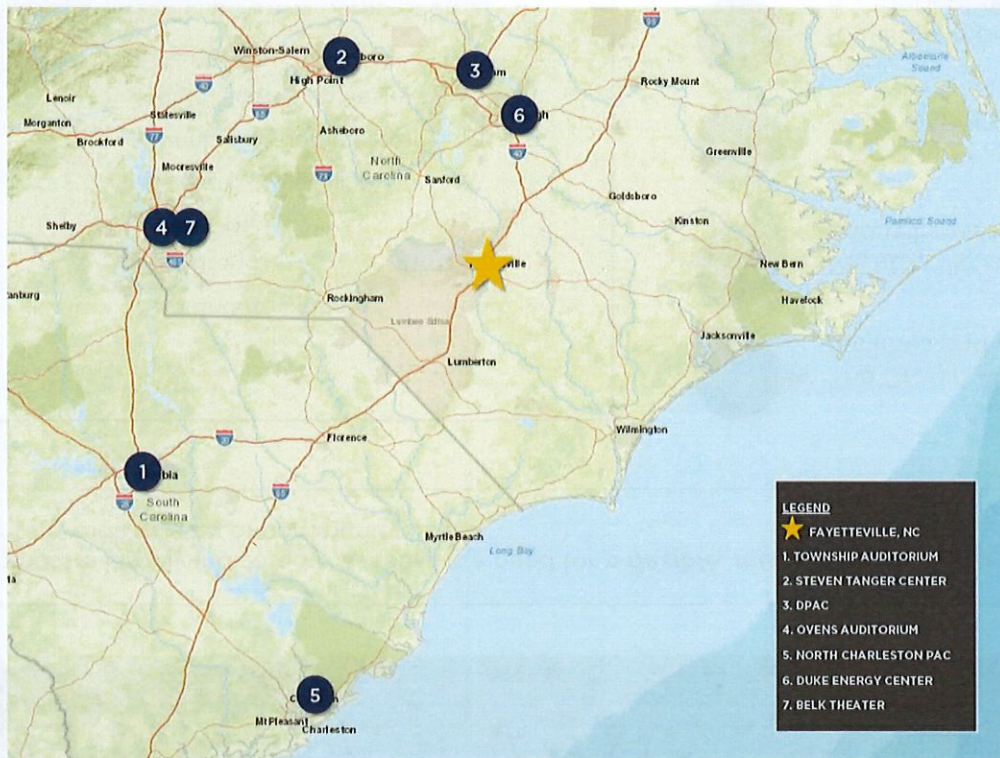


**DPAC**  
CAPACITY: 2,712 5<sup>TH</sup> HIGHEST PERFORMING  
THEATER WORLDWIDE IN 2019

4



**OVENS AUDITORIUM**  
CAPACITY: 2,403 140<sup>TH</sup> HIGHEST PERFORMING  
THEATER WORLDWIDE IN 2019



5



**NORTH CHARLESTON PAC**  
CAPACITY: 2,341

6



**DUKE ENERGY CENTER**  
CAPACITY: 2,277

7



**BELK THEATER**  
CAPACITY: 2,100 56<sup>TH</sup> HIGHEST PERFORMING  
THEATER WORLDWIDE IN 2019



# PROMOTER INTERVIEWS

12

## KEY TAKEAWAY

Event promoters largely indicated that there is a need for a **flexible, multi-purpose venue** to host a wide variety of events and cater to a wide swath of community users

## ORGANIZATIONS INTERVIEWED

- Arts Council of Fayetteville
- Black on Black Project (Visual Art Exchange)
- Cape Fear Regional Theatre
- CHMF Entertainment, Inc
- Cumberland County Schools
- Fayetteville Area Convention & Visitors Bureau
- Fayetteville Cumberland County Economic Development Corporation
- Fayetteville State University
- Fayetteville Symphony Orchestra
- Feld Entertainment
- Fort Bragg
- Gilbert Theatre
- Greater Fayetteville Chamber of Commerce
- Indigo Moon Film Festival
- Live Nation
- National Artists Corporation
- Peachez, Inc
- Premier Productions
- Shakespeare Sweet Tea
- The Capitol Encore Academy



The Crown Arena and Theatre are **outdated** facilities and are in need of replacement



Fayetteville is a **secondary or tertiary market** and will need to rely on local/regional events



A facility of approximately **2,000 to 3,000** seats would best serve the Fayetteville market



It will be important for the venue to include a variety of **modern amenities**



A **multi-purpose design** would allow the venue to host a broad range of event types



The venue could host a **wide variety of events**

# COMMUNITY SURVEY FEEDBACK

13

## KEY TAKEAWAY

There is **meaningful community support** for a new, multi-purpose venue that brings a variety of events into the marketplace



Approximately 87 percent of respondents indicated that current Crown Complex events are important to the community



Approximately 88 percent of indicated a positive attitude toward the construction of a new multi-purpose venue



Approximately 98 percent of respondents indicated a willingness to attend events at a new multi-purpose venue



The most important event types to respondents included concerts, theater, Broadway, family shows, and comedy



The Crown Complex site was the most preferred site, followed closely by the Downtown location



Survey respondents largely preferred a multi-purpose venue over a traditional performing arts center



Respondents indicated that they would visit out-of-County venues less frequently as a result of construction of a new in-County venue

**1,300**  
RESPONDENTS

**2.8%**  
MARGIN OF ERROR



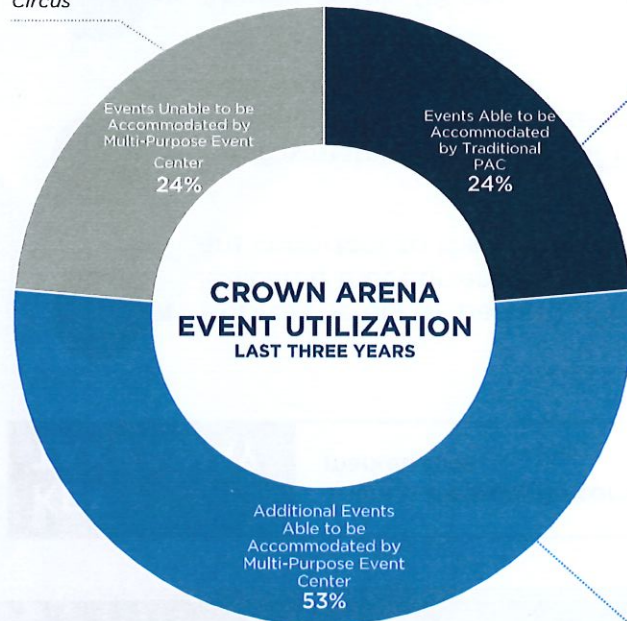
# HISTORICAL UTILIZATION CONSIDERATIONS

14

## KEY TAKEAWAY

The closure of the Crown Arena & Theatre will provide a **strong baseline** of utilization at new multi-purpose venue

Roller Derby,  
Basketball,  
Circus



Concerts, Family Shows, Comedy,  
Performing Arts, Small Banquets & Meetings



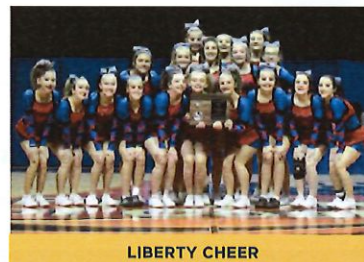
SPRING ORCHESTRA FESTIVAL



FAYETTEVILLE HIP-HOP FESTIVAL



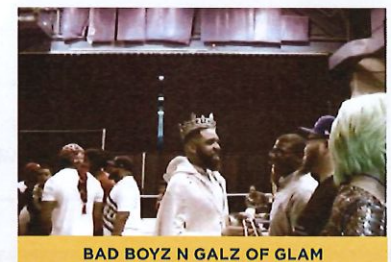
PARTNERSHIP FOR CHILDREN SOIREE



LIBERTY CHEER



SPECIAL FORCES GRADUATION

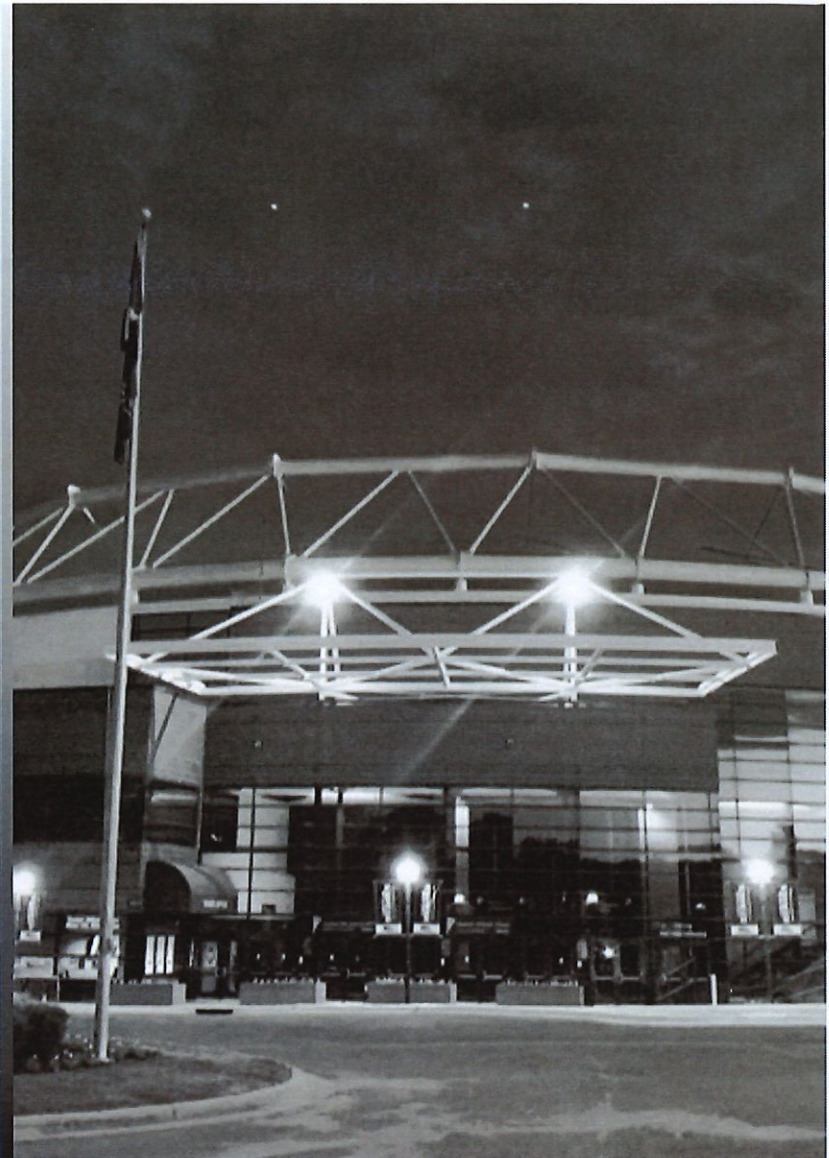


BAD BOYZ N GALZ OF GLAM

Large Banquets & Meetings, Sporting  
Showcases, Graduations, Trade Shows



# ESTIMATES & RECOMMENDATIONS



# ESTIMATED DEMAND

16

## SUMMARY OF EVENT UTILIZATION

EVENT TYPE	NUMBER OF EVENTS	AVERAGE ATTENDANCE	TOTAL ATTENDANCE
<b>Ticketed Events</b>			
Major Concerts	10	2,500	25,000
Minor Concerts	10	1,500	15,000
Comedy Shows	5	1,250	6,250
Family Shows	6	1,000	6,000
Touring Theater / Broadway	5	1,750	8,750
Local & Regional Performing Arts	30	750	22,500
<b>TOTAL - TICKETED EVENTS</b>	<b>66</b>	<b>1,265</b>	<b>83,500</b>
<b>Non-Ticketed Events</b>			
Sporting Showcases	5	1,500	7,500
Graduations	7	1,500	10,500
Community Events	20	500	10,000
Private Rentals	50	350	17,500
<b>TOTAL - NON-TICKETED EVENTS</b>	<b>82</b>	<b>555</b>	<b>45,500</b>
<b>TOTAL - ALL EVENTS</b>	<b>148</b>	<b>872</b>	<b>129,000</b>

INDUSTRY TRENDS

+

COMPETITIVE  
CONTEXT

+

USER  
FEEDBACK

+

HISTORICAL  
OPERATION

=

ESTIMATED EVENTS  
& ATTENDANCE



## SEATING CAPACITY CONSIDERATIONS

### TOP 200 THEATERS IN NORTH AMERICA

**3,282**

AVERAGE CAPACITY

**2,000-3000**

CAPACITY RANGE FOR  
VENUES WITH SIMILAR  
ATTENDANCE UTILIZATION  
(129,000)

### CROWN EVENT NEEDS

**UNDER 1,500 | 66%**

PERCENT OF CROWN  
ARENA & THEATRE EVENTS  
ACCOMMODATED

**UNDER 2,000 | 79%**

PERCENT OF CROWN  
ARENA & THEATRE EVENTS  
ACCOMMODATED

**UNDER 2,500 | 90%**

PERCENT OF CROWN  
ARENA & THEATRE EVENTS  
ACCOMMODATED

### PROMOTER FEEDBACK

**2,500**

AVERAGE CAPACITY  
RECOMMENDED

**2,000-3000**

RECOMMENDED  
CAPACITY RANGE

### RECOMMENDATION

**2,075**

RECOMMENDED  
SEATED CAPACITY

**2,500**

RECOMMENDED  
MAXIMUM CAPACITY

## OTHER BUILDING PROGRAM CONSIDERATIONS

### MULTI PURPOSE CONSIDERATIONS

- Fewer fixed seats
- Multi-functional floor space
- General admission floor configuration
- No orchestra pit or stage tower
- Limited interior finish designed for larger gatherings

### OTHER CONSIDERATIONS

- Premium Seating: 10 6-Seat VIP Boxes and 200 VIP Memberships
- One (1) grand lobby
- Three (3) meeting / classrooms (flexible to five)
- 22 Concession points of sale
- 50 water closets & 25 Urinals
- One (1) ticket / box office
- Four (4) dressing rooms
- Two (2) truck bays
- Rigging grid
- State-of-the-art audio, video, lighting, and power
- Sufficient storage



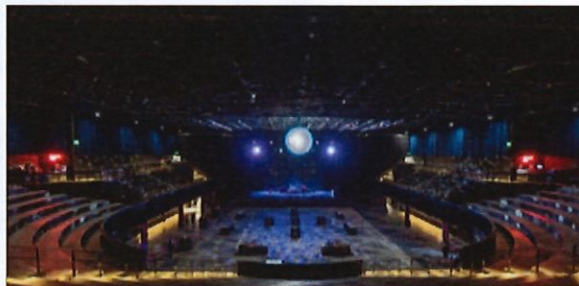
# MULTI-PURPOSE CONSIDERATIONS

19

## MULTI PURPOSE BUILDING PROGRAM ELEMENTS



NO ORCHESTRA PIT OR STAGE TOWER



FEWER FIXED SEATS



GENERAL ADMISSION FLOOR CONFIGURATION



MULTI-FUNCTIONAL FLOOR SPACE

## MULTI PURPOSE EVENT CONFIGURATIONS



CONCERT CONFIGURATION



BANQUET CONFIGURATION



# ESTIMATED BUILDING PROGRAM & COST

20

## MULTI-PURPOSE VENUE



**2,500**

MAXIMUM CAPACITY



**2,075**

SEATED CAPACITY



**89,000**

SQUARE FOOTAGE



**\$75M - \$80M**

ESTIMATED COST

## NOTES TO PROJECT COST

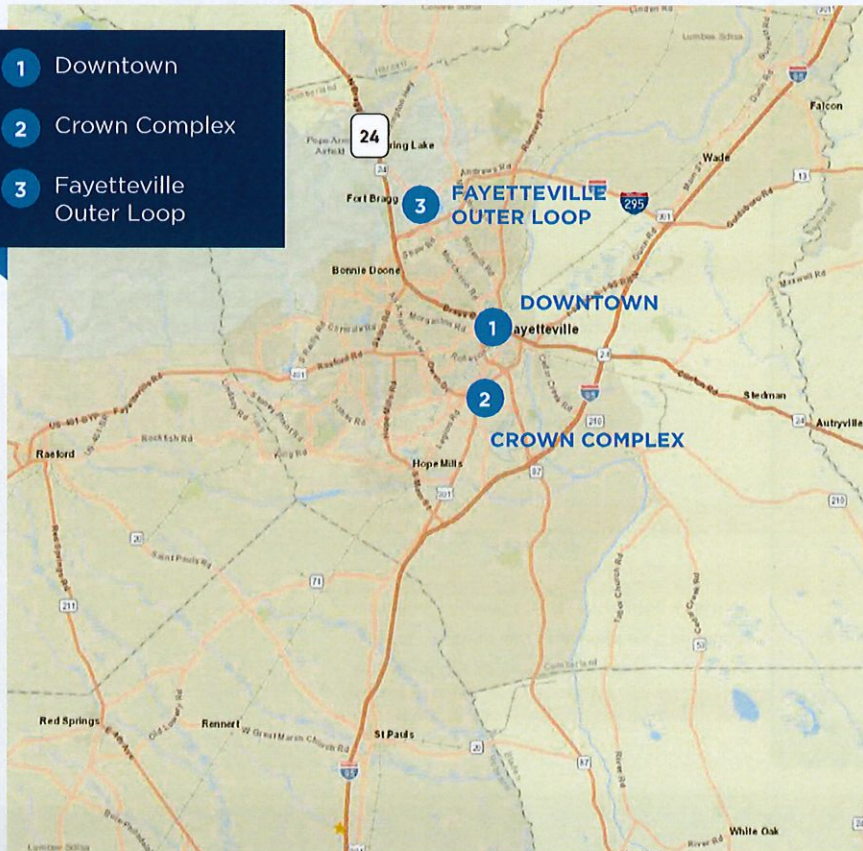
- Total estimated cost does not include site-specific costs
- Assumes leveling off of COVID related supply chain issues impacting material costs
- Estimated costs are in 2021 dollars

Note: Total estimated cost does not include site-specific costs.

# SITE ANALYSIS

21

- 1 Downtown
- 2 Crown Complex
- 3 Fayetteville Outer Loop



## SITE ANALYSIS CRITERIA

(20 TOTAL CATEGORIES WEIGHTED ON SCALE OF 1 TO 5)

- Appeal to Potential Users
- Appeal to Community Stakeholders
- Demographic Characteristics
- Size & Infrastructure
- Accessibility
- Funding & Project Development

## TOTAL SCORE

EACH SITE RANKED ON SCALE OF 1 TO 3 FOR EACH CATEGORY





# SITE RANKINGS

22

	MULTIPLIER	DOWNTOWN FAYETTEVILLE		CROWN COMPLEX		FAYETTEVILLE OUTER LOOP	
	Scale <sup>(1)</sup>	Rating	Score	Rating	Score	Rating	Score
<b>Appeal to Users/ Stakeholders</b>							
Appeal of Site to Promoters/Users	5	3	15	2	10	1	5
Appeal of Site to Key Stakeholders/Community	5	3	15	2	10	1	5
Potential / Appeal of Site in Creating a District	2	3	6	2	4	1	2
<b>Demographic Characteristics</b>							
Demographic Characteristics	3	3	9	3	9	2	6
<b>Size &amp; Infrastructure</b>							
Size of Land Parcel	4	1	4	3	12	2	8
Site Acquisition	3	1	3	3	9	1	3
Compatibility of Adjacent Uses	3	2	6	3	9	2	6
Potential for Additional Development	4	3	12	2	8	3	12
Attractiveness of Site	5	3	15	1	5	2	10
Necessary Infrastructure Improvements	3	3	9	3	9	2	6
Existing Zoning	2	3	6	3	6	3	6
<b>Accessibility:</b>							
Local Accessibility	4	3	12	2	8	1	4
Regional Accessibility	3	2	6	1	3	3	9
Existing Condition of Immediate Access Points	2	3	6	2	4	1	2
Availability of / Proximity to Parking	5	2	10	3	15	2	10
Walkability	2	3	6	1	2	1	2
Visibility	2	3	6	1	2	3	6
<b>Funding &amp; Project Development</b>							
Existing Legislation	2	3	6	2	4	1	2
Potential for City/County Partnership	3	3	9	2	6	1	3
<b>TOTAL SCORE</b>			<b>161</b>		<b>135</b>		<b>107</b>
<b>SITE RANK</b>			<b>1</b>		<b>2</b>		<b>3</b>

Rating scale: "3" is best in category, "1" is worst in category. Score is calculated by multiplying weighted scale by site rating for each factor.  
(1) Indicates relative importance of factor. "5" is more important, "1" is less important.



# FINANCIAL PRO FORMA

23

## KEY ASSUMPTIONS

- Maximum Capacity of 2,500
- Generous Building Program (89,000 sq.ft.) and Cost of \$77.5 Million
- Constructed as a Quality, State-of-the-Art Venue
- Premium Seating of 10 VIP Boxes and 200 VIP Memberships
- Managed by a Third-Party Operator
- Staffing Plan Assumes Synergies with Crown Complex Staff
- Aggressively Marketed
- No Significant or Material Changes in the Supply or Quality of Existing Venues in the Marketplace
- Venue will be Publicly-Owned and Exempt from Property Taxation
- Crown Arena & Theatre will Cease Operations in 2025
- No Restrictions from COVID-19 Pandemic

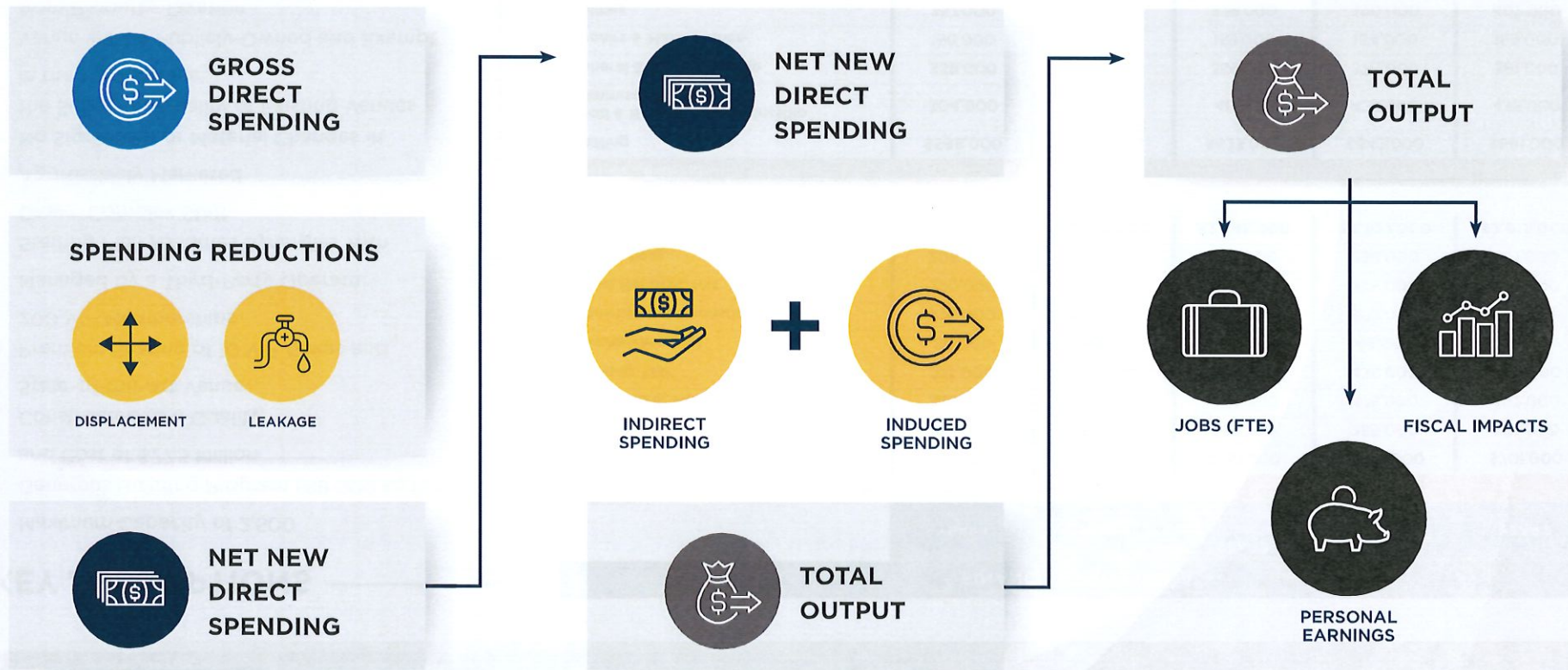
## FINANCIAL PRO FORMA

	YEAR 1	YEAR 2	YEAR 3 <i>Stabilized Year of Operation</i>	YEAR 4	YEAR 5
<b>Operating Revenues</b>					
Rental Income, Net	\$468,000	\$562,000	\$661,000	\$680,000	\$701,000
Premium Seating	257,000	257,000	257,000	265,000	273,000
Concessions, Net	325,000	393,000	464,000	478,000	492,000
Catering, Net	313,000	366,000	422,000	435,000	448,000
Merchandise, Net	30,000	36,000	43,000	44,000	45,000
Advertising & Sponsorships, Net	276,000	285,000	293,000	302,000	311,000
Ticket Rebates, Net	220,000	267,000	316,000	325,000	335,000
Facility Fees	206,000	246,000	289,000	298,000	307,000
<b>TOTAL REVENUE</b>	<b>\$2,095,000</b>	<b>\$2,412,000</b>	<b>\$2,745,000</b>	<b>\$2,827,000</b>	<b>\$2,912,000</b>
<b>Operating Expenses</b>					
Staffing	\$588,000	\$605,000	\$623,000	\$642,000	\$661,000
Food & Beverage/Sponsorship Commissions	304,000	356,000	411,000	423,000	436,000
General & Administrative	339,000	349,000	359,000	370,000	381,000
Repairs & Maintenance	150,000	155,000	159,000	164,000	169,000
Utilities	357,000	368,000	379,000	390,000	402,000
Insurance	89,000	92,000	95,000	98,000	100,000
<b>TOTAL EXPENSES</b>	<b>\$1,827,000</b>	<b>\$1,925,000</b>	<b>\$2,026,000</b>	<b>\$2,087,000</b>	<b>\$2,149,000</b>
<b>NET OPERATING INCOME (EBITDA) BEFORE RENT</b>	<b>\$268,000</b>	<b>\$487,000</b>	<b>\$719,000</b>	<b>\$740,000</b>	<b>\$763,000</b>



**ECONOMIC IMPACT METHODOLOGY** 24

24



# ECONOMIC & FISCAL IMPACTS

25

## CITY OF FAYETTEVILLE

DIRECT SPENDING	\$75,299,000
TOTAL OUTPUT	\$133,451,000
JOBS (FTE'S)	170
PERSONAL EARNINGS	\$52,788,000

## CUMBERLAND COUNTY

DIRECT SPENDING	\$89,300,000
TOTAL OUTPUT	\$161,015,000
JOBS (FTE'S)	300
PERSONAL EARNINGS	\$68,621,000

## STATE OF NORTH CAROLINA

DIRECT SPENDING	\$78,864,000
TOTAL OUTPUT	\$144,707,000
JOBS (FTE'S)	360
PERSONAL EARNINGS	\$66,357,000

## NET NEW FISCAL IMPACT SUMMARY

32-YEAR NET PRESENT VALUE

	CITY	COUNTY	STATE
SALES TAX	--	\$1,835,000	\$3,209,000
INCOME TAX	--	--	\$3,484,000
OCCUPANCY TAX	--	\$137,000	--
PREPARED FOOD & BEVERAGE TAX	--	\$169,000	--
RENTAL VEHICLE TAX	\$4,000	\$3,000	--
TOTAL	\$4,000	\$2,144,000	\$6,693,000



# FUNDING POTENTIAL

26

## PREPARED FOOD & BEVERAGE TAX ASSUMPTIONS

**1.0%**

F&B TAX RATE

**\$8.3M**

ESTIMATED COLLECTIONS  
(2025)

**\$4.2M**

ESTIMATED REVENUE AVAILABLE  
FOR DEBT AFTER SUBSIDY & DEBT  
OBLIGATIONS (2025)

## IDENTIFIED POTENTIAL FUNDING SOURCES

Estimated Project Costs	\$77.5M
-------------------------	---------

### Public Sources

Prepared Food & Beverage Tax*	\$80.6M
-------------------------------	---------

### Private Sources

Venue Operating Income*	\$5.2M
-------------------------	--------

<b>TOTAL</b>	<b>\$85.8M</b>
--------------	----------------

\* Assumes 30-year bonds with 4.0 percent interest and a 1.5x debt coverage ratio.  
Note: Total funding potential excludes private donations that could potentially support the project.



# NEXT STEPS



# NEXT STEPS

28

- 1 **SECURE PROJECT FUNDING**.....Late 2021 to Early 2022
- 2 **OPTION TO HIRE OWNERS REP** .....Mid 2022
- 3 **SITE SELECTION & PURCHASE** .....Late 2022 to Early 2023
- 4 **DESIGN & DOCUMENTATION**.....Late 2022 to Late 2023
- 5 **FINAL BUILDING REVIEW/APPROVAL AND  
CONSTRUCTION CONTRACT EXECUTION**.....Early 2024
- 6 **CONSTRUCTION**.....Mid 2024 to Late 2025
- 7 **VENUE OPENING**.....November 2025







## **DEPARTMENT OF PUBLIC HEALTH**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR**

**DATE: 9/27/2021**

**SUBJECT: PUBLIC HEALTH DEPARTMENT FY22 FEE SCHEDULE CHANGES**

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

**Presenter(s): DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR**

#### **BACKGROUND**

North Carolina Law, G.S. 130-A-39(g) allows local health departments to implement fees for services rendered with the approval of the Cumberland County Board of Health and the Board of Commissioners. Fees are recommended for each vaccine by considering the acquisition cost of the vaccine, the Medicaid rate, 3rd Party rates and the type of vaccine being administered.

During the COVID-19 pandemic Medicaid temporarily increased their fee schedule and the Health Department anticipated this change would be temporary. However, after multiple extensions and in communication with our Medicaid Consultant, we were advised that these fees will remain at the increased rate and local health department fees should be set at the baseline Medicaid rates.

The proposed Cumberland County Health Department fee schedule reflects the change in fees to baseline Medicaid rates and the increased cost in medical supplies to render these services. Patients with low income may qualify for reduced fees which will be based on a sliding fee scale.

The Board of Health approved the proposed FY22 Public Health Department Fee Schedule at their meeting on September 21, 2021.

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

The Public Health Director recommends placing the following action on the Board of Commissioner's October 18, 2021 Meeting as a Consent Item:

Approval of the FY22 Public Health Department Fee Schedule

**ATTACHMENTS:**

Description

Type

Proposed FY2022 Public Health Department Fee Schedule

Backup Material

***Fee Schedule***  
***Department of Public Health***  
***Fiscal Year 2022***  
***Effective 10/18/2021***

Procedure Name	Procedure Code	Current Fee	Proposed Fee
----------------	----------------	-------------	--------------

***Dental Services-Performed in Child Health***

Oral evaluation < 3 years old	D0145	\$40.00	\$58.00
Topical fluoride varnish	D1206	\$20.00	\$26.00

***Vaccines***

Admin Fee 2 or more vaccines	90472	\$16.00	\$21.00
Bexsero Meningitis	90620	\$172.00	\$207.00
Hepatitis A Adult	90632	\$71.00	\$82.00
Hepatitis B combo	90636	\$100.00	\$120.00
Gardasil	90651	\$273.46	\$274.00
Fluzone- high dose	90662	\$50.00	\$62.00
Prevnar 13	90670	\$169.00	\$236.00
Rabies	90675	\$295.00	\$417.00
Rotavirus	90680	\$95.00	\$98.00
Flublok 50-64 years	90682	\$45.00	\$62.00
Flu/Quad/Preservative Free 36 month and up	90686	\$19.00	\$20.00
DT (Diphtheria/Tetanus)	90702	\$30.00	\$64.00
MMR (Measles/Mumps/Rubella)	90707	\$79.00	\$93.00
PROQUAD	90710	\$235.00	\$268.00
(Inactivated virus) Polio	90713	\$34.00	\$38.00
Tetanus Diphtheria	90714	\$34.00	\$38.00
TDAP	90715	\$41.00	\$45.00
Varicella	90716	\$139.00	\$163.00
DTAP/HB/IP	90723	\$85.00	\$94.00
Pneumococcal	90732	\$92.00	\$127.00
Meningococcal 2-55 years	90734	\$111.00	\$151.00
Zostavax	90736	\$210.00	\$230.00
Hep B 19 and above	90746	\$60.00	\$68.00
Shingrix	90750	\$160.00	\$176.00

***Fee Schedule***  
***Department of Public Health***  
***Fiscal Year 2022***  
***Effective 10/4/2021\****

Procedure Name	Procedure Code	Current Fee	Proposed Fee
<b><i>Lab Services</i></b>			
LIPID profile	80061	\$20.00	\$26.00
Acute Hepatitis panel	80074	\$60.00	\$88.00
Tegretol	80156	\$20.00	\$28.00
Digoxin	80162	\$20.00	\$25.00
Valproic acid	80164	\$20.00	\$26.00
Dilantin	80185	\$20.00	\$25.00
Theophylline level	80198	\$20.00	\$31.00
Quantitation of drug	80299	\$20.00	\$26.00
Adrenocorticotrophic	82024	\$50.00	\$73.00
Albumin/urine	82043	\$10.00	\$11.00
AFP serum	82105	\$25.00	\$32.00
Amylase	82150	\$10.00	\$13.00
Bile acids	82239	\$25.00	\$31.00
Calcifediol	82306	\$40.00	\$56.00
Total cortisol	82533	\$25.00	\$31.00
Keppra	82542	\$25.00	\$34.00
Creatine kinase	82550	\$10.00	\$13.00
B-12	82607	\$20.00	\$29.00
Estradiol	82670	\$35.00	\$45.00
Ferritin	82728	\$20.00	\$26.00
Folic acid	82746	\$20.00	\$28.00
Gammaglobulin	82784	\$15.00	\$18.00
Gammaglobulin IGE	82785	\$25.00	\$31.00
Glucose tolerate test	82951	\$20.00	\$25.00
Follicle stimulating hormone	83001	\$25.00	\$35.00
Luteinizing hormone	83002	\$25.00	\$35.00
Assay of iron	83540	\$10.00	\$13.00
Iron binding test	83550	\$15.00	\$17.00
Lactic Acid	83605	\$15.00	\$20.00
Lactates dehydrogenase	83615	\$10.00	\$12.00
Venous lead	83655	\$20.00	\$23.00

***Fee Schedule***  
***Department of Public Health***  
***Fiscal Year 2022***  
***Effective 10/4/2021\****

Procedure Name	Procedure Code	Current Fee	Proposed Fee
<b><i>Lab Services- continued</i></b>			
Assay of lipase	83690	\$10.00	\$13.00
Magnesium	83735	\$10.00	\$13.00
Natriuretic peptide	83880	\$45.00	\$64.00
Parathormone	83970	\$55.00	\$78.00
Prolactin	84146	\$25.00	\$37.00
Prostate specific antigen	84153	\$25.00	\$35.00
Protein	84156	\$5.00	\$7.00
Vitamin B6 complex	84207	\$40.00	\$53.00
Assay of Renin	84244	\$30.00	\$42.00
Thiocyanate	84430	\$10.00	\$11.00
Thyroxine total	84436	\$10.00	\$11.00
Thyroxine T4	84439	\$15.00	\$17.00
Thyroid stim hormone	84443	\$25.00	\$31.00
Assay of TSI	84445	\$65.00	\$96.00
Thyroid hormone T3 and T4	84479	\$10.00	\$12.00
Triiodothyronine	84481	\$25.00	\$32.00
Zinc	84630	\$15.00	\$22.00
Gonadotropin	84702	\$15.00	\$17.00
Serum pregnancy test	84703	\$10.00	\$15.00
Clotting factor	85245	\$30.00	\$43.00
Antinuclear	86038	\$20.00	\$23.00
Antistreptolysin O titer	86060	\$10.00	\$14.00
Total hemolytic	86162	\$30.00	\$38.00
Anti-Dnase B	86215	\$20.00	\$25.00
DNA antibody	86225	\$20.00	\$26.00
Absolute CD4 county	86361	\$35.00	\$51.00
Microsomal antibodies	86376	\$20.00	\$26.00
Rheumatoid factor qualitative	86430	\$10.00	\$11.00
Rheumatoid factor quantitative	86431	\$10.00	\$11.00
Lyme Disease Test	86617	\$20.00	\$23.00
Antibody lyme	86618	\$20.00	\$28.00

***Fee Schedule***  
***Department of Public Health***  
***Fiscal Year 2022***  
***Effective 10/4/2021\****

Procedure Name	Procedure Code	Current Fee	Proposed Fee
<b><i>Lab Services- continued</i></b>			
Mono test	86663	\$20.00	\$25.00
Epstein BARR	86664	\$20.00	\$28.00
Epstein BARR VCA	86665	\$25.00	\$31.00
Helicobacter	86677	\$20.00	\$28.00
Herpes Simplex	86694	\$20.00	\$27.00
Herpes Simplex type 1	86695	\$20.00	\$25.00
Herpes Simplex type 2	86696	\$25.00	\$37.00
HIV 1	86701	\$15.00	\$17.00
REP B profile	86704	\$15.00	\$22.00
IGM antibody	86705	\$15.00	\$22.00
Hepatitis B	86706	\$15.00	\$21.00
Mumps Antibody	86735	\$20.00	\$25.00
Rickettsia	86757	\$25.00	\$37.00
Rubella	86762	\$20.00	\$27.00
Rubeola	86765	\$20.00	\$25.00
Toxoplasma	86777	\$20.00	\$27.00
Pallidum antibody	86780	\$20.00	\$26.00
Varicella zoster	86787	\$20.00	\$25.00
Virus antibody NOS	86790	\$20.00	\$25.00
Thyroglobulin	86800	\$25.00	\$30.00
Hepatitis C Antibody	86803	\$20.00	\$27.00
Antibody ID	86870	\$30.00	\$39.00
Blood typing ABO	86900	\$5.00	\$6.00
Antigen testing donor blood	86902	\$5.00	\$8.00
Blood culture for bacteria	87040	\$15.00	\$20.00
Culture bacterial feces	87045	\$15.00	\$18.00
Stool culture	87046	\$15.00	\$18.00
Culture wound	87070	\$15.00	\$17.00
Culture typing ident	87149	\$30.00	\$38.00
OVA and parasites	87177	\$15.00	\$17.00
Sensitivity test	87184	\$10.00	\$13.00
Virus isolation, with ID	87255	\$35.00	\$46.00
Herpes antigen detection	87274	\$15.00	\$22.00



***Fee Schedule***  
***Department of Public Health***  
***Fiscal Year 2022***  
***Effective 10/4/2021\****

<b>Procedure Name</b>	<b>Procedure Code</b>	<b>Current Fee</b>	<b>Proposed Fee</b>
Hepatitis B surface antigen	87340	\$15.00	\$18.00
Hepatitis BE antigen HBEAG	87350	\$15.00	\$21.00
Covid/Flu/RSV	87428	\$0.00	\$82.00
Chlamydia trachomatis	87491	\$35.00	\$46.00
REP C amplified probe	87521	\$35.00	\$46.00
REP C RNA quan	87522	\$45.00	\$61.00
HIV 1 quan	87536	\$70.00	\$100.00
Neisseria gonorrhea	87591	\$35.00	\$46.00
HPV High Risk	87624	\$35.00	\$46.00
Amplified probe technique	87798	\$35.00	\$46.00
Infectious agent detection	87801	\$65.00	\$92.00
Influenza antigen	87804	\$15.00	\$22.00
RSV Respiratory Syncytial Virus	87807	\$15.00	\$22.00
GC Culture	87850	\$15.00	\$22.00
PAP smear	88142	\$30.00	\$38.00

***Medical Services***

Insertion of Nexplanon	11981	\$145.00	\$150.00
Removal of Nexplanon	11982	\$170.00	\$173.00
Removal with reinsertion of Nexplanon	11983	\$255.00	\$269.00
Destruction of Lesion Anus	46924	\$495.00	\$529.00
Destruction of lesions male	54050	\$130.00	\$146.00
Destruction of lesions male extensive	54065	\$185.00	\$248.00
Destruction of Lesions Female Extensive	56515	\$240.00	\$253.00
Antepartum Care	59425	\$450.00	\$501.00
Antepartum Care 7 or more visits	59426	\$750.00	\$895.00
Hearing test	92552	\$20.00	\$25.00
Spirometry	94010	\$27.00	\$29.00
Spirometry before and after	94060	\$65.00	\$68.00
Inhalation TX NP	94640	\$15.00	\$16.00
Inhalation TX - Asthma Educ	94664	\$15.00	\$17.00
Med Nutrition Therapy	97802	\$25.00	\$37.00
Med Nutrition Therapy Reassessment	97803	\$25.00	\$32.00

-

***Fee Schedule***  
***Department of Public Health***  
***Fiscal Year 2022***  
***Effective 10/4/2021\****

Procedure Name	Procedure Code	Current Fee	Proposed Fee
<b><i>Medical Services -continued</i></b>			
New brief office visit	99201	\$65.00	\$92.00
New limited office visit	99202	\$95.00	\$137.00
New intermediate office visit	99203	\$135.00	\$195.00
New extended office visit	99204	\$195.00	\$287.00
New comprehensive office visit	99205	\$245.00	\$360.00
Established minimal office visit	99211	\$35.00	\$51.00
Established brief office visit	99212	\$60.00	\$84.00
Established limited office visit	99213	\$80.00	\$116.00
Established intermediate office visit	99214	\$125.00	\$180.00
Established comprehensive office visit	99215	\$185.00	\$268.00
Initial exam under 1 year	99381	\$120.00	\$133.00
New patient 1-4 years	99382	\$130.00	\$133.00
New patient 5-11 years	99383	\$154.00	\$227.00
New patient 12-17 years	99384	\$169.00	\$249.00
New patient 18-39 years	99385	\$170.00	\$246.00
New patient 40-64 years	99386	\$200.00	\$293.00
New patient exam 65+	99387	\$215.00	\$317.00
Established under 1 year	99391	\$90.00	\$133.00
Established 1-4 years	99392	\$105.00	\$133.00
Established 5-11 years	99393	\$100.00	\$133.00
Established 12-17 years	99394	\$146.00	\$215.00
Established 18-39 years	99395	\$145.00	\$209.00
Established 40-64 years	99396	\$160.00	\$233.00
Established exam 65+	99397	\$175.00	\$258.00
Smoking Cessation Counseling 3-10 min	99406	\$15.00	\$18.00
Smoking Cessation Counseling > 10 min	99407	\$0.00	\$34.00
Alcohol/Substance Abuse Screening	99408	\$35.00	\$46.00
<b><i>Environmental Health</i></b>			
Rabies	N/A	\$10	\$5.00



## **DEPARTMENT OF PUBLIC HEALTH**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR**

**DATE: 9/27/2021**

**SUBJECT: PUBLIC HEALTH DEPARTMENT BILLING GUIDE UPDATES**

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

**Presenter(s): DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR**

#### **BACKGROUND**

The Billing Guide provides detailed billing information for each program offered by the Health Department. The guidelines are in compliance with requirements from NC Department of Public Health, NC Department of Health and Human Services, Division of Medical Assistance and Centers for Medicaid and Medicare Services. The revised version includes the following changes effective October 18, 2021:

- PG 8: County of residence is no longer required for Women, Infants, and Children (WIC). NC DHHS no longer requires individuals to be a resident of the county in which services are received
- PG 10, 11, 13, and 14: United Healthcare, Tricare East, and Medcost are added throughout the manual as health plans CCDPH contracts with
- PG 18: The following have been added as income sources to determine eligibility for a sliding fee scale
  - Income taxes – adjusted gross income
  - Bank statements (only if it shows monthly deposits of income)
  - Patients in the Family Planning Clinic can self-declare income for individuals that are school age and 22 and under with college ID or proof of registration

The Board of Health approved the Billing Guide updates at their meeting on September 21, 2021.

All patients with scheduled appointments will be notified immediately of the Billing Guide updates. Patients requesting appointments will be informed of our proof of income policy change prior to scheduling an appointment. In addition, public notices will be posted in the clinics and at patient registration.

### **RECOMMENDATION / PROPOSED ACTION**

The Public Health Director recommends placing the following action on the October 18, 2021 Board of Commissioners consent agenda:

Approve the Public Health Billing Guide Changes

### **ATTACHMENTS:**

Description	Type
Billing Guide Updates	Backup Material

**Cumberland County**  
**Department of Public Health**  
**BILLING GUIDE**

**Effective 10/18/2021 - Proposed**

**Billing & Collection Policies**  
**Program Information**  
**Sliding Fee Scales**  
**Service Fee Schedule**

**Approved by the Cumberland County**  
**Department of Public Health Board – 9/21/2021**

**Approved by the Cumberland County Board of**  
**Commissioners -**



## **Table of Contents**

<b>Introduction</b>	<b>3</b>
<b>Fees</b>	
• Fee Setting	3
• Fees	4-5
• Payment by Third Party and Patient	5-6
<b>Account Collections and Delinquent Accounts</b>	<b>6-7</b>
<b>Refunds</b>	<b>7</b>
<b>Residency Requirements for Services</b>	<b>8</b>
<b>Breast &amp; Cervical Cancer Control Program (BCCCP &amp; Wisewoman)</b>	<b>9</b>
<b>Family Planning Clinic</b>	<b>10</b>
<b>Immunizations</b>	<b>11</b>
<b>Epidemiology Clinic (EPI)</b>	<b>12</b>
<b>Child Health Clinic</b>	<b>13</b>
<b>Maternal Health Clinic</b>	<b>14</b>
<b>STD Clinic</b>	<b>15</b>
<b>Women, Infants &amp; Children (WIC)</b>	<b>15</b>
<b>Guidelines for the Sliding Fee Scale</b>	<b>16</b>
<b>Guideline for Household Eligibility</b>	<b>17</b>
<b>Income Sources Accepted and Excluded</b>	<b>18</b>
<b>Income Verification</b>	<b>19</b>
<b>(Appendix 1) Family Planning Sliding Fee Scale</b>	<b>20</b>
<b>(Appendix 2) Sliding Fee Scale all other clinics</b>	<b>21</b>
<b>(Appendix 3) Medical Records Fee's</b>	<b>22</b>
<b>(Appendix 4) Environmental Health Services</b>	<b>23</b>

## **Introduction**

---

North Carolina Law<sup>1</sup> allows a local health department to charge fees for services if:

1. Service fees are based on a plan recommended by the Health Director. The fees are set based on the cost of providing each service. This plan is approved by the Board of Health and the County Commissioners.
2. The health department does not provide the service as an agent of the state.
3. The fees are not against the law in any way.

The State requires health departments to provide certain services, and no one may be denied these services. Fees are necessary to help cover the costs associated with providing the required and recommended services to our community. Fees are a means to help distribute services to citizens of the county and help finance and extend public health resources as government funding cannot support the full cost of providing all requested services in addition to required services. We strive to set the fees to reflect the real cost of providing the services. Patients requesting program services are not required to apply for Medicaid.

## **Fee Setting**

---

In accordance with G.S. 130-A-39(g), which allows local health departments to implement fees for services rendered, the Cumberland County Health Department, with the approval of the Cumberland County Board of Health and the Cumberland Commissioners will implement specific fees for services and seek reimbursement. Specific methods used in seeking reimbursement will be through third-party coverage, including Medicaid, Medicare, private insurance, and individual patient pay. The agency will adhere to billing procedures, as specified by Program/State regulations in seeking reimbursement for services provided.

Program reviews and committee meetings comprised of all disciplines will meet, within the Health Department, as necessary to determine the cost of providing services and discuss the “setting of rates”, for the services provided. The following procedures define the methods used for setting rates:

1. The “Medicaid Cost Analysis” provided by the Office of Medicaid Reimbursement will be utilized to compare how much it costs the Health Department to provide a service. The Medicaid Cost Study is performed annually in all Health Departments. The actual results are in this document and shared with each County. The cost of providing services is compared throughout the State, from one Health Department to another. This information gives a realistic figure to work with and compares cost to perform a service to all other counties within the State.

---

<sup>1</sup> North Carolina General Statute 130A-39(g)

2. The “Office of Medicaid Reimbursement” issues their reimbursement rates, usually in January of each year. These rates will be used as a baseline when comparing to other third parties.
3. Medicare, surrounding community rates (ex: community physician rates, local labs, hospital rates, etc.), including a comparison of surrounding counties’ Health Department fees are also contributing factors in determining rates.

Once the above information has been reviewed and discussed with the Health Department staff, fees will be taken to the Board of Health and Board of County Commissioners for their discussion and final approval. Once approval has been received, the appropriate fees are set and will be maintained in the Health Department, noted as the approved “schedule of charges”. Board approvals (Health and County Commissioners) will be reflected in the respective minutes.

## **Fees**

---

### **General Information**

The Health Department charges and collects fees for most of its services.

- All fees are the responsibility of the patient or responsible party.
- We accept cash, major credit cards, debit cards and personal checks for payment of all fees.
- Full payment is expected at the time of service.
- Patients will be informed of the account status at each visit.
- Patients will be provided with an itemized statement at each visit.
- An itemized receipt will be provided to patients at the time of payment.
- Under some conditions, based on patient need, we can set up payment plans.
- Donations are accepted but not solicited. Donations received will be applied and used to provide services to patients enrolled in the specific program requested by the donor.

The Department of Health provides some services at no cost to the patient. (There may be eligibility requirements.) Some examples are:

- WIC nutritional support services
- Certain Immunizations for Children



- Health Education Services
- Tuberculosis (TB) screening and treatment support
- Sexually Transmitted Disease (STD) testing and treatment
- Contagious disease investigations

We may bill Medicaid, Medicare or insurance for these services. There may be separate fees, either for the patient or a third-party payer, for medications, supplies, lab services, X-rays, and/or other medically related services.

### **Payment by a “Third Party” – Medicaid, Medicare and Insurance**

- State rules require the Department of Health to bill participating third-party payers for the services we provide. The current participating providers are:
  - Medicaid
  - Medicare
  - NC Health Choice
  - Blue Cross Blue Shield of NC
- As a courtesy to our patients, we may bill non-participating third-party payers for medical services provided. The patient is ultimately responsible for any uncovered charges (i.e., co-pays, out-of-network fees and deductibles).
- Patients who have health insurance must show a valid insurance card when they come for their medical appointment.
- If the patient is assigned to a Primary Care Manager outside of the Cumberland County Dept. of Public Health, they may be required to see the assigned provider. If the Insurance card reads PPO, PCP, HMO the patient is assigned to a provider outside of the Health Department. Depending on the clinic, we may recommend the patient go to the assigned provider to avoid being charged at 100% for services.

**EXCEPTION: Family Planning and STD patients.**

### **Payment by Patient**

- The patient is responsible for paying charges that are not covered by third-party payers– (insurance plans, including Medicaid and Medicare).
- The patient pays any insurance co-pay amount at the time of services.
- The Department of Health mails a statement to the patient monthly to patients who have a balance. The balance is due within 30 days.

- Any patient who has a balance over 60 days will then have that balance identified for submission to the NC Department of Revenue's Debt Set-off Program.
- Payment plans are available for patients who have good cause for this service.
- Patients with low income may qualify for a reduced fee; based on a **sliding fee scale** for certain services (see Appendix 1 and Appendix 2).
- Credit card payments are accepted over the phone.
- Any patient who presents with extraordinary circumstances who cannot make a payment will be assessed on a case-by-case basis by the Health Department Director or assigned agent.

**EXCEPTION:** Any Family Planning patient is to pay the lesser of the amount owed either the co-pay or the services based on the sliding scale.

### **Account Collections and Delinquent Accounts**

#### **Payment for Services**

Patients are expected to make payment at the time they receive services, and/or to provide up-to-date information regarding their third-party insurance, Medicare or Medicaid coverage.

#### **Payments Accepted**

- Cash
- Credit Cards (MasterCard, Visa, American Express, and Discover)
- Debit Cards – they must have a logo for the above credit cards
- Personal Checks
- Business Checks for business transactions only
- Money Orders
- Cashier Checks
- Monetary donations are accepted and can be applied to an account balance upon request. Donations are not required for any service.

#### **Collection of Monies Owed**

If payment for a service is not made in full on the date of the service, the Department of Health may use the following methods to pursue collection of the patient's account:

- Monthly Statements if confidentiality is not jeopardized.
- Past Due Notices

- NC Local Government Debt Setoff Clearinghouse<sup>2</sup> (deduction from a patient's tax refund or lottery winnings), this is administered through the NC Department of Revenue.

### **Delinquent Accounts**

- We consider an account delinquent if a payment balance is still due 60 days after the charge activity or after the most recent payment made (whichever is last).
- Delinquent accounts are subject to collection through the North Carolina Debt Setoff Program for local governments.

### **Service Consequence for Patient with Delinquent Account**

Unless state and federal program rules prohibit restricting or denying services, persons who have a delinquent account may be:

- Required to pay fees before they can receive more services.  
**EXCEPTION:** Family Planning, Communicable Disease, Child Health and Maternal Health patients will not be denied services because of the inability to pay for services. Patients with Medicaid coverage will not be denied services if they have an unpaid self-pay balance.

### **Failed Collections**

The Department of Health reviews accounts annually for bad debt status. If no further collections are anticipated, the Billing Manager will decide if there are amounts to be written off as bad debt for accounting purposes only.

- Debts written off are still subject to collection.
- At no time will a patient be notified that the account has been written off as a bad debt.
- If a debt is written off for accounting purposes, and later a payment is received, this payment is accepted and properly credited to the patient's account.

### **Refunds**

If a patient or other third-party payer has overpaid, the credit balance is either

- Applied to future charges, or
- Refunded to the payer within thirty (30) days of discovery.

For Environmental Health refund policy, see program specific information.

---

<sup>2</sup> Ref: NCGS 105A-1 et seq.

## **Residency Requirements for Services**

Most health services at the Cumberland County Health Department are available only to person who are residents of Cumberland County. Although there are some services that the state requires that we provide to persons regardless of their county of residence.

<b>MUST be Cumberland County Residents</b>	<b>County Residency Not Required</b>
<ul style="list-style-type: none"><li>• Child Health</li></ul>	<ul style="list-style-type: none"><li>• Communicable Diseases – (STD's and TB)</li></ul>
<ul style="list-style-type: none"><li>• Environmental Health</li></ul>	<ul style="list-style-type: none"><li>• Immunizations</li></ul>
<ul style="list-style-type: none"><li>• Health Education</li></ul>	<ul style="list-style-type: none"><li>• Refugee Health Screening &amp; Immunizations</li></ul>
<ul style="list-style-type: none"><li>• Maternal Health</li></ul>	<ul style="list-style-type: none"><li>• Family Planning</li></ul>
	<ul style="list-style-type: none"><li>• Breast &amp; Cervical Cancer Control</li></ul>
	<ul style="list-style-type: none"><li>• Women, Infants &amp; Children (WIC)</li></ul>

## **Proof of Residency:**

- Proof of Cumberland County residency is required for all new patients and at the yearly income assessment review.
- Patients are required to report any change of address.
- Documentation of residency may include:
  - Government issues ID (such as a driver's license)
  - Utility bill
  - Rent or mortgage statement
  - Collateral Statement completed by a non-relative
- We may make exceptions about documentation for homeless individuals who reside in Cumberland County.
- Patients who move out of Cumberland County have thirty (30) days to obtain another provider. During these 30 days, they may continue to receive services at the Cumberland County Department of Public Health.

**Breast and Cervical Cancer Control Program (BCCCP and WISEWOMAN  
PROGRAM)**

**Who is eligible for BCCCP?**

- Women who are 21 to 64 years old

**What can you do for me?**

- We provide screening for breast and cervical cancer for uninsured or underinsured women. The services provided include Pap smear and pelvic exam, clinical breast exam, health history, breast self-examination education, mammogram referrals, physical exam with lab work, education and counseling, and referrals for limited diagnostic procedures.

**Is there a fee?**

- No, the women's family must have an annual gross income at or below 250% of the Federal Poverty Income level. (See Sliding Fee Scale – Appendix 1)
- The following persons are included as part of the family unit when determining income eligibility:
  1. The client
  2. The spouse of the client
  3. All children under the age of 18 years of age, including stepchildren who live in the home.

**Is there a residency requirement?** Yes. Patients must be residents of North Carolina.

**How do I schedule an appointment?** Call 910-433-3600, ext. 1.



## **FAMILY PLANNING:**

### **Who is eligible for Family Planning?**

- All female who are of childbearing age. Patients are not required to accept Family Planning services as a prerequisite to be eligible for other Health Department services. Priority for Family Planning services is to patients from low-income families.

**What services do you provide?** Physical exams and pap smears, birth control education and counseling, family planning method problem assessment, and insertion and removal of Long-Acting Reversible Contraceptives. Birth control methods provided include: Birth Control pill, Depo Provera, Ortho Evra, NuvaRing, Nexplanon, Mirena IUD, Paragard IUD, Skyla IUD, Condoms, counseling for Natural Family Planning and referral for sterilization.

**Is there a fee?** Yes, based on the services requested and the client's income and family size. Patients whose documented income is at or below 100% of the Federal Poverty Level will not be charged but the agency is required to bill all third parties authorized or legally obligated to pay for services. – Please see Family Planning Sliding Fee Scale, Appendix 1.

### **How is the fee paid?**

- Full payment, co-payment, or sliding scale percentage is due at the time-of-service delivery.
- The Cumberland County Health Department currently contracts with Medicaid, Medicare, and Blue Cross Blue Shield, United Healthcare, Tricare East and Medcost.
- As a courtesy, we will bill your insurance provider, but we cannot guarantee payment. The Client is responsible for uncovered services.
- No Family Planning patient will be turned away. If your insurance is not accepted at the Health Department, we can assess your income based on the Family Planning Sliding Fee Scale. (Appendix 1).
- Proof of income is required in Family Planning.
- Clients presenting with third party health insurance where copayments are required shall be subject to collection of the required copayment at the time of service. For Family Planning (Title X) clients, the copay may not exceed the amount they would have paid for services bases on the sliding fee scale.
- Clients who do not want to receive an Explanation of Benefits (EOB) from their insurance carrier at home can make the election for their insurance to not be billed. The visit would then be charged to the patient responsibility based on the Family Planning Sliding Scale.

**Is there a sliding fee scale?** Yes, See Appendix 1 – Family Planning Sliding Fee Scale.

### **Can I come to Family Planning and the services are confidential?**

- Yes, teens and other family planning clients will have added privacy by requesting that no mailings are sent to their residence, and that no appointment reminders are left on their voicemail. For clients requesting confidentiality, they will be considered a family unit of one when utilizing the Family Planning Sliding Fee Scale.
- **How Do I schedule an appointment?** Call 910-433-3600, ext. 1 for an appt.

## **Immunizations**

---

### **Is there a fee?**

- There are fees for almost all adult and child immunizations.
- State Supplied Vaccines are available at no charge to those who qualify.
- Contact our Immunizations Clinic staff for details on State Supplied Vaccines.
- Payment will be required for overseas vaccinations.
- \$3.00 co-pay will be charged for all adult immunizations per the Department of Public Health.

### **How is the fee paid?**

- For clients who have Medicaid, Medicare, BCBS, United Healthcare, Tricare and Medcost we will file the insurance claim. If there is any unpaid balance (non-covered, deductible, out-of-network charges) we will send a statement.
- For all other insurance carriers, we will file the claim, but the client is expected to pay for the vaccination up front. If the insurance claim is paid, the Cumberland County Health Department will reimburse the client within 30 days of receiving payment from the carrier.
- All co-pays are due at the time of the vaccination.
- If a client does not have insurance, the fees are due at the time of the vaccinations.

### **Is there a sliding fee scale for vaccinations?** No.

**International Immunizations** – are provided to anyone requesting international immunizations for travel purposes. The patient is required to pay for these vaccines prior to the service being rendered.

### **Is there a residency requirement?**

- No

### **What are your hours of operation?**

- Monday – Friday, 8 a.m. to 5 p.m., with additional hours on Tuesday from 5 p.m. to 7 p.m.

## **Epidemiology Clinic (EPI)**

---

### **What does the Epidemiology Clinic do?**

- We provide screenings for reportable communicable diseases.
- The services we provide include medication for the prevention and treatment of tuberculosis and other communicable diseases; disease investigations; education to patients and our community (upon request); and screenings for refugees.

### **Is there a fee?**

- There are client fees for routine TB skin tests (or test waivers) for reasons such as employment or school admissions. Currently, the fee is \$13.00.
- There are not client fees for routine TB control services.
- Client fees may be associated with non-routine TB testing (i.e., T-SPOT that is only available to certain clients).

### **How is the fee paid?**

- Full payment is the responsibility of the client or the client's guardian at the time of delivery.
- We may be able to bill Medicaid for TB-control services.

### **Is there a sliding fee scale?**

- No.

### **Is there a residency requirement?**

- No, All local Health Departments in North Carolina coordinate TB prevention and control efforts in their county. To better ensure continuity of care, out-of-county residents are encouraged to work with their local county health departments. We will be happy to assist clients in contacting their local health departments to arrange for needed TB services.

**Contact Phone Number is: 910-433-3638**

## **Child Health**

---

### **Who is eligible for Child Health?**

- All Children from ages birth through 20 years old who reside in Cumberland County.

### **What services do you provide?**

- Well Child Care
- Sick Visits (Call daily to schedule an appointment) 910-433-3600, ext. 1
- Dental Screenings
- Health Check and Health Choice Preventative Health Care examinations
- Developmental Screenings
- Kindergarten Physicals
- Head Start Physicals
- School Physicals
- Lead Screenings
- Sports and Camp Physicals
- Hearing/Vision Screenings
- Immunizations

### **Is there a fee?**

- Yes, based on the service provided and the client's income (see sliding fee scale Appendix 2).

### **How is the fee paid?**

- Full payment, co-pay or sliding scale percentage is due at the time of service.
- The Cumberland County Health Department currently contracts with Medicaid, Blue Cross Blue Shield, United Healthcare, Tricare East and Medcost. If your card has PPO, PCP or HMO, it is recommended that you see your assigned provider for services. If you choose not to see your assigned provider, you may be charged for your visit.
- As a courtesy, we will bill your insurance provider, but we cannot guarantee payment. The client is responsible for all uncovered services.

**Is there a sliding fee scale?** Yes, See Appendix 2.

**How do I schedule an appointment?** Call 910-433-3600, ext. 1

## **Maternal Health Clinic**

---

### **Who is eligible for Pregnancy Care Management?**

- All pregnant female citizens of Cumberland County.

### **What services do you provide?**

- We provide prenatal care to women to increase the chances of delivering a healthy infant. The services include prenatal care, delivery, high-risk OB care, and lab services.

### **Is there a fee?**

- Yes, based on the services and the client's income and family size. Please see Sliding Fee Scale, Appendix 2.

### **How is the fee paid?**

- Full payment, co-payment, or sliding scale percentage is due at the time-of-service delivery.
- The Cumberland County Health Department currently contracts with Medicaid, Medicare, BCBS, United Healthcare, Tricare East and Medcost.
- As a courtesy, we will bill your insurance provider, but we cannot guarantee payment. The client is responsible for all uncovered services.

- **Is there a sliding fee scale?**

- Yes, See Appendix 2

### **How Do I schedule an appointment?**

- To schedule an appointment call 910-433-3600, ext. 1.



## **Sexually Transmitted Diseases (STD/HIV)**

### **Do you have to be a resident of Cumberland County to receive STD services?**

- No, this clinic is available to anyone who needs services.

### **What services do you provide?**

- The STD Clinic provides services to anyone interested in screening, diagnosis, treatment and counseling for sexually transmitted diseases and HIV.

### **Is there a fee?**

- HIV/AIDS testing and counseling are free.
- Screening, treatment, and counseling for gonorrhea, chlamydia, syphilis, and other STDs are also free.
- We may bill Medicaid, where appropriate. We also bill private insurance with patient's consent.

### **Can I come to the STD Clinic and the services are confidential?**

- Yes, all services are confidential.

### **How Do I schedule an appointment?**

- It is strongly encouraged to schedule an appointment by calling 910-433-3848.
- Walk-in appointments are accepted, but clients should know that the wait times will be significantly longer than if they schedule an appointment.

## **Women, Infants & Children (WIC)/Nutrition 910-433-3730**

This program provides nutrition education and health foods to pregnant, postpartum, and breastfeeding women, infants and children up to age five. Participants must meet income and medical/nutritional risk eligibility requirements.

WIC participants receive nutrition education, supplemental foods, breastfeeding promotion/support, and referrals to community and health agencies to improve their diets and reduce their chances of health problems caused by poor nutrition.

Please refer to the Cumberland County WIC Web page for more information

<http://www.co.cumberland.nc.us/health/services/wic.aspx>

## **Guidelines for Determining Eligibility for Sliding Fee Scale**

### **How does the Sliding Scale work?**

- Annually clients must show proof of income and family size. If income is given in one clinic, it will be used in all clinics that the patient utilizes. Patients do not need to re-verify income for each clinic.
- Staff will use this information to determine what percent of fees a client must pay. *See Appendix 1- Sliding Fee Scale for Family Planning or Appendix 2 for all other applicable clinics at the Health Department.*
- If income cannot be confirmed at the time of screening, or if a client declines to provide information to verify employment, the charge for services will be at 100% pay.
- If proof of income is received later, retroactive adjustments are limited to charges within the past 15 days.
- If clients report false information, they will no longer be allowed to use the sliding scale, except for Family Planning service fees.
- Eligibility for reduced fees will be re-checked:
  - anytime the client's income and household size changes: and/or
  - Every 12 months.

### **Which Cumberland County Health Department Services offer a Sliding Scale Fee?**

- Child Health- includes Immunizations received in clinic
- Family Planning- includes Immunizations received in clinic
- Maternal Health- includes Immunizations received in clinic

### **What Programs do not offer a Sliding Scale discount?**

- Epidemiology Clinic (Free to all patients)
- Environmental Health
- Immunizations (unless received during visit in Child Health, Family Planning or Maternal Health Clinics)
- Medical Records

## Who is considered a member of the “family” for determining eligibility?

1. **Family:** A family of two or more is defined as a group of persons related by birth, marriage, adoption, or a defined dependent relationship, who live together in a household. Persons are considered members of a “family” when their production of income and consumption of goods are related.
  - A client with no income must be considered part of the larger family unit that is providing support to the client.
  - A pregnant woman is counted as two in determining a family size.
  - Groups of persons living in the same house with other people may be considered a separate family unit. For example, if two sisters and their children live in the same house and both work and support their own children, they would be considered two separate households.
2. **Dependent Status:** Dependent household members are defined as those persons for whom the head of household:
  - has a legal responsibility to support, or
  - has voluntarily extended support

These relationships are usually defined as legal adoptions and guardianships. Guardianship status must be supported by court documents defining the guardian relationship/responsibility.

### **Exceptions:**

- A foster child assigned by DSS shall always be considered a family of one.
  - Teens and others requesting confidential Family Planning Services will have their income assessed as a family of one.
3. **Family/Household Income:** Dollar amounts represent gross monthly income, the total cash receipts before taxes, from all sources. This is the total of all household income from each “counted” family member.

4. **Income Sources:** All income from full or part time employment, produced by all dependents, must be declared as part of the household income. Income sources include:
- Salaries, wages, commissions, and tips
  - Overtime pay
  - Earnings from self-employment (deduct business expenses, except depreciation)
  - Interest income/dividends (Stocks, bonds, savings accounts, rentals, etc.)
  - All investment and rental income
  - Public assistance money (AFDC)
  - Unemployment benefits
  - Worker's compensation
  - Alimony and child support (child support is not counted in Family Planning)
  - Disability
  - Military allotments (including re-enlistment bonuses, jump pay, (based on average)
  - Social Security benefits
  - Student grants/stipends paid to the student for living expenses
  - Retirement and pension pay
  - VA benefits
  - Christmas bonuses, prize winnings
  - Regular contributions from individuals not living in the household
  - Insurance and annuity plans
  - Income taxes – adjusted gross Income
  - Bank statements only if shows monthly deposit of income (SSI for example) – not regular pay (need gross income for that).
  - Family Planning Clinic – self declare only for school age and 22 & under w/ college ID or proof of registration.
  - Gaming proceeds
  - And any other income not represented here that contributes to the household consumption of goods. This list is not all-inclusive.

**Exclusions:**

- Military Housing benefits (on base or off base)
- Inheritance
- Life insurance
- School financial aid
- One-time settlements
- Payments to volunteers under Title I and Title II (RSVP, foster grandparents, and others) of the Domestic Volunteer Service Act of 1973
- Payments received under the Job Training Partnership Act
- Payments under the Low-Income Energy Assistance Act
- Value of assistance to children or families under the National School lunch Act, the Child Nutrition Act of 1966
- Food Stamps
- Child Support in Family Planning Clinic – Title X policy.

5. **Income Verification:** We require income verification before a client can be eligible for a sliding scale discount. Any one of the following is acceptable for verification:

- Current pay stubs
- Income verification form – signed by the client’s employer
- Most recent calendar year tax return. The entire return must be presented. – **USE ADJUSTED GROSS INCOME**
- W-2 form
- Unemployment letter
- Award letter from Social Security Office, VA or Railroad Retirement Board – current year.

**\*\*Any situation that is not within these policies and procedures will be assessed on a case-by-case basis by the Health Director or assigned agent.**



## APPENDIX 1

N. C. Division of Public Health											
Women's and Children's Health Section										Effective	Feb-21
Women's Health Branch, Family Planning & Reproductive Health Unit											
Annual Gross Family Income											
Sliding Fee Scale --101% to 250% of Poverty											
<b>Be Smart Family Planning Eligibility Included</b>						<b>Be Smart Family Planning Eligibility*</b>					
Family Size	Federal Poverty	Partial-Pay Bracket Twenty Percent		Partial-Pay Bracket Forty Percent		Partial-Pay Bracket Sixty Percent		Partial-Pay Bracket Eighty Percent		Full Pay	
		From	To	From	To	From	To	From	To		
1	\$12,880	\$12,881	\$17,710	\$17,711	\$22,540	\$22,541	<b>\$25,116</b>	\$27,370	\$27,371	\$32,199	\$32,200
2	\$17,420	\$17,421	\$23,953	\$23,954	\$30,485	\$30,486	<b>\$33,969</b>	\$37,018	\$37,019	\$43,549	\$43,550
3	\$21,960	\$21,961	\$30,195	\$30,196	\$38,430	\$38,431	<b>\$42,822</b>	\$46,665	\$46,666	\$54,899	\$54,900
4	\$26,500	\$26,501	\$36,438	\$36,439	\$46,375	\$46,376	<b>\$51,675</b>	\$56,313	\$56,314	\$66,249	\$66,250
5	\$31,040	\$31,041	\$42,680	\$42,681	\$54,320	\$54,321	<b>\$60,528</b>	\$65,960	\$65,961	\$77,599	\$77,600
6	\$35,580	\$35,581	\$48,923	\$48,924	\$62,265	\$62,266	<b>\$69,381</b>	\$75,608	\$75,609	\$88,949	\$88,950
7	\$40,120	\$40,121	\$55,165	\$55,166	\$70,210	\$70,211	<b>\$78,234</b>	\$85,255	\$85,256	\$100,299	\$100,300
8	\$44,660	\$44,661	\$61,408	\$61,409	\$78,155	\$78,156	<b>\$87,087</b>	\$94,903	\$94,904	\$111,649	\$111,650
9	\$49,200	\$49,201	\$67,650	\$67,651	\$86,100	\$86,101	<b>\$95,940</b>	\$104,550	\$104,551	\$122,999	\$123,000
10	\$53,740	\$53,741	\$73,893	\$73,894	\$94,045	\$94,046	<b>\$104,793</b>	\$114,198	\$114,199	\$134,349	\$134,350
11	\$58,280	\$58,281	\$80,135	\$80,136	\$101,990	\$101,991	<b>\$113,646</b>	\$123,845	\$123,846	\$145,699	\$145,700
12	\$62,820	\$62,821	\$86,378	\$86,379	\$109,935	\$109,936	<b>\$122,499</b>	\$133,493	\$133,494	\$157,049	\$157,050
						<i>* at or below 195% of federal poverty level</i>					
<b>Add \$4,540 for each additional person**</b>											

## APPENDIX 2

										Effective	Feb-21
Annual Gross Family Income											
Sliding Fee Scale - 101%-200% Poverty											
Family Size	Federal Poverty	Partial-Pay Bracket		Partial-Pay Bracket		Partial-Pay Bracket		Partial-Pay Bracket		Full Pay	
		Twenty Percent	From	Forty Percent	To	Sixty Percent	From	Eighty Percent	To		
1	\$12,880	\$12,881	\$16,100	\$16,101	\$19,320	\$19,321	\$22,540	\$22,541	\$25,759	\$25,760	
2	\$17,420	\$17,421	\$21,775	\$21,776	\$26,130	\$26,131	\$30,485	\$30,486	\$34,839	\$34,840	
3	\$21,960	\$21,961	\$27,450	\$27,451	\$32,940	\$32,941	\$38,430	\$38,431	\$43,919	\$43,920	
4	\$26,500	\$26,501	\$33,125	\$33,126	\$39,750	\$39,751	\$46,375	\$46,376	\$52,999	\$53,000	
5	\$31,040	\$31,041	\$38,800	\$38,801	\$46,560	\$46,561	\$54,320	\$54,321	\$62,079	\$62,080	
6	\$35,580	\$35,581	\$44,475	\$44,476	\$53,370	\$53,371	\$62,265	\$62,266	\$71,159	\$71,160	
7	\$40,120	\$40,121	\$50,150	\$50,151	\$60,180	\$60,181	\$70,210	\$70,211	\$80,239	\$80,240	
8	\$44,660	\$44,661	\$55,825	\$55,826	\$66,990	\$66,991	\$78,155	\$78,156	\$89,319	\$89,320	
9	\$49,200	\$49,201	\$61,500	\$61,501	\$73,800	\$73,801	\$86,100	\$86,101	\$98,399	\$98,400	
10	\$53,740	\$53,741	\$67,175	\$67,176	\$80,610	\$80,611	\$94,045	\$94,046	\$107,479	\$107,480	
11	\$58,280	\$58,281	\$72,850	\$72,851	\$87,420	\$87,421	\$101,990	\$101,991	\$116,559	\$116,560	
12	\$62,820	\$62,821	\$78,525	\$78,526	\$94,230	\$94,231	\$109,935	\$109,936	\$125,639	\$125,640	

### **APPENDIX 3: MEDICAL RECORDS FEE'S**

The Department of Health's charges for Medical Record copies are within the limits set by North Carolina law (GS § 90-411). Copying Charges are:

Copying Charges are: .50 per page up to 100 pages and .25 for each page after 100.

#### **APPENDIX 4 – ENVIRONMENTAL HEALTH SERVICES**

Septic Tank Permit & Soil Evaluation/Expansion Permit

Repair Permit

Redraw Plot Plan without visit

Redraw Plot Plan with visit

Call Back Fee

New Well Permit (Irrigation/Agricultural) – No Water Sample

New Well Permit, Inspection & Water Samples (Chemical; Bacterial & Nitrate)

Expansion with Pool or Room Addition

Water Sample – Compliance Bacteriological

Water Sample – Bacteriological

Water Sample – Petroleum/Pesticide

Water Sample – Nitrate

Inspection of Existing Septic Tank in Mobile Home Park (AIW)

Inspection of Existing Septic Tank for MH for relocation (occupancy)

Public Swimming Pool/Seasonal

Public Swimming Pool/Year Round

Public Swimming Pool Plan Review

Swimming Pool Call-back Fee

Tattoo License – Permanent Location

Tattoo License - Conventions

Solid Waste Transporter Permit

Inspection per Vehicle

Building Demolition/Relocation (Rodent Inspection)

Plan Review Food Service Establishment

Temporary Food Establishment (TFE)

Engineered Options Permit



## **PLANNING AND INSPECTIONS DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/4/2021**

**SUBJECT: REQUEST FROM FAMIKS TRANSPORT, INC. FOR INCREASE IN  
TRIP RATE FOR COMMUNITY TRANSPORTATION**

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

**Presenter(s): HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR**

#### **BACKGROUND**

Attached you will find a letter from FAMIKS Transport Inc., requesting an increase in their per trip rate. As you may recall in FY2021, FAMIKS included a per trip rate of \$25.50 in their bid response. Our other transportation vendor responded with a rate of \$24.50 per trip. The Board of Commissioners approved the contracts for both vendors at a per trip rate of \$24.50. FAMIKS is now seeking reconsideration of their original bid rate of \$25.50.

Staff surveyed other local governments that provide community transportation services under models similar to ours. That survey revealed that our per trip rate of \$24.50 or \$25.50 is less than other entities.

If the proposed contract amendment is approved, the trip rate reimbursement will increase from \$24.50 per unit of service to \$25.50 per unit of service and will require all four FAMIKS contracts be amended, and would be effective for services provided for the remainder of this fiscal year. The rate increase can be absorbed within the existing grant allocation for these programs.

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

Staff recommends the following action be placed on the October 18, 2021 Board of Commissioners meeting as a consent agenda item:



Approve the trip rate increase from \$24.50 per unit of service/trip to \$25.50 per unit of service/trip for FAMIKS Transport, Inc.

**ATTACHMENTS:**

Description	Type
FAMIKS Rate Increase Request Letter	Backup Material
5310 FAMIKS COVID Amendment FY22	Backup Material
FAMIKS 5310 FY22 Original Contract	Backup Material
AAA-F FAMIKS COVID Amendment FY22	Backup Material
FAMIKS AAA-M FY22 Original Contract	Backup Material
EDTAP FAMIKS COVID Amendment FY22	Backup Material
FAMIKS EDTAP FY22 Original Contract	Backup Material
RGP FAMIKS COVID Amendment FY22	Backup Material
FAMIKS RGP FY22 Original Contract	Backup Material



# FAMIKS TRANSPORT INC

119 Harvest Lane, Raeford NC 28376

Tel: 910.322.1427 Fax: 910.229.2823

July 31, 2021

Mr. Rawls Howard  
Director  
Planning and Inspections Department  
130 Gillespie Street  
Fayetteville, NC 28301

Dear Mr. Howard:

I write to you on behalf of Famiks Transport, Inc., located at 427 Gillespie Street, Fayetteville, NC 28301. We have been awarded contracts and provide transport services to the citizens of Fayetteville and Cumberland County through the Cumberland County Community Transportation Program for over eighteen (18) years.

It has been a hard fourteen (14) months since our bid price of **\$25.50** got rejected. All of our operation project costs are dependent on the \$25.50 bid price and since its rejection it has landed on an adverse financial hardship. With its 658 square miles radius, Cumberland County is not cheap to run and considering eight-cylinder vehicles can be very costly. Furthermore, the cost of maintaining a fleet has gone up, and the price of gas, which is continuously increasing. In addition, our insurance cost has not been cheap, not to mention the labor cost.

For the last four consecutive years (2017, 2018, 2019, and 2020), we have been providing transport services to citizens throughout the county at the rate of **\$24.50**. Moreover, we provide these services without pay for no show or cancellations, in most cases, upon arrival to pick up the rider or riders. Therefore, we request you to reconsider our bid of \$25.50 and back pay for the last fourteen (14) months.

If more information is needed, please call me at 910-322-1427 or email [ebousankareh@yahoo.com](mailto:ebousankareh@yahoo.com). We look forward to hearing from you soon.

Thank you for your time, effort, and consideration.

With warm regards, I remain,

Ebou Sankareh  
CEO, Famiks Transport, Inc.

Attachment

cc: Ifetayo Farrakhan

This Service Contract by and between the COUNTY OF CUMBERLAND ("COUNTY"), and FAMIKS TRANSPORT, INC. ("Vendor") effective July 1, 2021 – June 30, 2022, is hereby amended as follows:

WHEREAS, the parties entered into the Service Contract for professional services to be provided by Contractor;

NOW THEREFORE, the parties agree to the following amendment to the Service Contract for Fiscal Year 2022:

1. the parties desire to increase the rate per passenger unit of service from TWENTY FOUR DOLLARS AND FIFTY CENTS (\$24.50) to TWENTY FIVE DOLLARS AND FIFTY CENTS (\$25.50) per unit of service; and
2. By this amendment, the total contract amount in Section 3 of the Service Contract shall not exceed ONE HUNDRED AND SIX THOUSAND FOUR HUNDRED AND SEVENTY FOUR DOLLARS AND ZERO CENTS (\$106,474.00).
3. The remaining terms of the Service Contract for Fiscal Year 2022 shall remain the same and in full force and effect during the term.

IN WITNESS WHEREOF, the parties have executed this Amendment to Service Contract as of the day and year first above written.

ATTEST:

COUNTY OF CUMBERLAND

BY: \_\_\_\_\_  
Candice White / Clerk

BY: \_\_\_\_\_  
Charles Evans, Chair, Board of Commissioners

ATTEST:

FAMIKS TRANSPORT, INC.

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Ebou Sankareh / President

Approved for Legal Sufficiency

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

BY: \_\_\_\_\_  
Rick Moorefield / County Attorney

BY: \_\_\_\_\_  
Vicki Evans / Finance Director

THIS AGREEMENT, hereinafter known as the 5310 AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS TRANSPORT, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, the COUNTY was awarded federal funds through the Federal Transit Administration's Section 5310 Program with the understanding that such funds are to be used pursuant to the purposes set forth in the Agreement, herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR, and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator by the end of the week.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED AND SIX THOUSAND FOUR HUNDRED AND SEVENTY FOUR DOLLARS AND ZERO CENTS (\$106,474.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$106,474.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log

e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

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

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After



that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

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

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

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

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

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

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect

against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

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

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice 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 acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

FAMIKS Transport, Inc.  
Ebou Sankareh  
President  
119 Harvest Lane  
Raeford, NC 28376  
(910) 322-1427

Community Transportation Program  
Ifetayo Farrakhan  
Transportation Program Coordinator  
130 Gillespie Street  
Fayetteville, NC 28301  
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party

upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Famiks Transport, Inc.

Contract #: 2022018

Amount: \$ 106,474.00

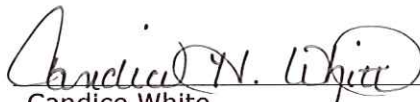
IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified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

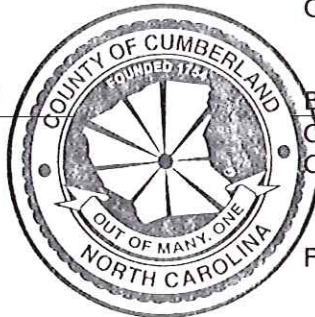
E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

COUNTY OF CUMBERLAND

  
Candice White  
Clerk




BY:   
Charles Evans  
Chair, Board of Commissioners

ATTEST

FAMIKS TRANSPORT, INC.

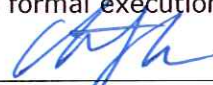
BY:   
Witness

BY:   
Ebou Sankareh  
President

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

Approved for Legal Sufficiency  
upon formal execution by all parties

BY:   
County Finance Director

BY:  7/19/21  
County Attorney's Office



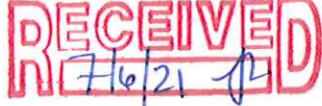


**CONTRACT WORKFLOW PROCESS**  
**DEPARTMENT HEAD CERTIFICATION**

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: Planning & Inspections / CTP

Department Head Signature: David B. Noon for Date: 7-19-21  
Rawls Howard



Contract Check List (Eff. 6/21/21)  
Contract Number: 2022018

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. **Please Note: If the item does not apply to this contract, notate NA in the box.** All incomplete contracts will be returned to the submitting department. Packets must be organized.

Description	✓ or NA
1. <u>Only</u> the vendor's signatures have been obtained. All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, <b>resulting from a formal bid process</b> , require the Board Chairman's signature, <u>after Board approval</u> . The County Manager does not have to sign contracts that require the Chairman's signature.	✓
2. All attachments referenced in the contract language or applicable to the contract are included with the contract. If hyperlinks are included in the contract, the information included on the hyperlink must also be included as a hard copy.	✓
3. There are (3) signed originals. <b>One copy should be single-sided and paper-clipped together, the others stapled.</b>	✓
4. Correct solicitation process was followed, and the bid tabulation sheet or proposals are attached with hard copies. For services following an RFP process, the evaluation summary is included.	✓
5. If \$30,000 or more, the request for quotes/bids/proposals was posted on Vendor Self Service.	✓
6. If project qualifies for Federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached.	✓
7. If the contract is for outside Legal services, the <b>action agenda</b> showing approval is attached. (Board approval is always required for this.)	N/A
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype <b>Computer Equipment</b> box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. <b>This is applicable to all departments, including those with their own IS division.</b>	N/A
9. The contract does not contain an "Indemnity Clause" or if it does, there is a capped amount. If there is a capped amount, a separate requisition is created to encumber this amount <b>Req #</b> <u>        </u> . If there is an indemnity clause w/o a capped amount, ask the vendor, by email, if the language can be stricken. Include email with contract packet. *Contact County Legal if uncertain*	N/A
10. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓
<b>W9's &amp; LEGAL ENTITY NAME REQUIREMENTS</b> **If there is a discrepancy between the W9, Secretary of State page and contract hard copy, contact County Legal to reconcile before sending the contract forward. Contact County Legal for any questions regarding the legal name requirements. There are other special circumstances/legal requirements that may apply to certain contracts. We are unable to determine this in Finance. We are listing below the basic requirements that should be followed.**	
11. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: <b>0-1-2021</b>	✓
12. If the W9 is more than one year old a new W9 has been emailed to County Finance (Accounts Payable) to be attached in Munis. <b>*Confirm (in Vendor Inquiry) the new W9 is attached before moving forward*</b>	✓
13. The vendor name listed on the W9 matches exactly to the Secretary of State page (See number 15 & 16 below), including "inc", "llc", etc. **If "incorporated" is not abbreviated on one document, it should not be abbreviated on any of the documents** If the W9 does not match the State page, the vendor will need to submit an updated W9.	✓
14. The name listed on all pages of the contract is the same as the Secretary of State page and W9. This includes "inc", "llc", etc.	✓
15. There is (1) <b>Contractor's Certification</b> form and (1) <b>Request for Finance &amp; Legal Review</b> form attached to the contract hard copies. Only one copy for the entire packet needed.	✓
16. A copy of the screen page from the NC Secretary's (or the State they are registered in) website showing they have an active status. <b>The screen page MUST be attached!</b>	✓
17. There is enough space for the pre-audit and Legal signatures, or a signature page is attached. <b>The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.</b>	✓
18. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). <b>The E-verify memo <u>does</u> have to be signed by the vendor.</b> If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	✓
19. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). <b>The Iran statement <u>does not</u> have to be signed by the vendor.</b>	✓
20. There are tabs identifying all signature pages.	✓
21. Requisition has been entered but not released and has a status of "Allocated". The requisition amount is equal to the contract not to exceed amount. <b>Requisition #: 36</b>	✓
22. Contract Entry in Munis released into workflow. Make sure any attachments in Contract Entry are PDF files. NO Excel/Word/etc. documents that show as a link to be downloaded.	

Contact Name

Certifying accuracy and completion: Department Head



# REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT (EFF. 6/21/21)

The undersigned requests legal review of the contract between Cumberland County and Famiks Transport, Inc.

The undersigned certifies as follows:

**If legal review is not required, indicate the reason below.**

☐ 1. The only other party to this contract is a department or agency of the government of the United States or the State of North Carolina.

☐ 2. This contract requires the expenditure of not more than \$5,000 in any fiscal year.

☒ 3. The county and this contractor or vendor have had this same contract in place for the current and past fiscal years without any dispute and the only change to the existing contract is extending the term and/or increasing the contract amount.

**!!MUST RESPOND!!** Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant) Yes or No? No, If Yes, have federal procurement guidelines been followed? NA, a copy of the County's *FEMA Contract Clauses* is attached to each original hard copy NA.

\*\*Completion of the Uniform Guidelines Checklist is advised\*\*

This contract was obtained through the following process

**\*\*Only select an option if process was followed. Backup is required\*\*:**

## Service/Purchase/Construction

NA Solicitation of quotes (5,000 – 29,999.99)

## Purchase (Items, Apparatus, Materials)

NA Informal bids (30,000 – 89,999.99)

NA Formal bids (90,000 and above)

## Service

☒ Informal RFP (30,000 and above)

## Construction

NA Informal bid (30,000 – 499,999.99) NA Attach Proof of General Contractors License or if not required, explain below.

NA Formal bid (500,000 and above) NA Attach Proof of General Contractors License or if not required, explain below.

## Engineering/Consulting/Architect

NA RFQ (Any amount)

- Does this contract with this vendor also include construction work? NA If so, was an RFQ the only bid process followed? NA

- Please Explain:

**If none of the above, provide justification/explanation:**

Please complete and initial each item below.

NA 1. Date contract was approved by BOC (Put NA if Not Applicable) June 21, 2021

NA 2. All statutory requirements applicable to the process were followed.

NA 3. All applicable Cumberland County purchasing and contracting requirements were followed.

NA 4. All applicable documentation required by the Cumberland County Finance Office has been submitted.

Certified by: Iftayyo Farrakhan for the Planning & Inspections/CTP Department of Cumberland County.

Signature: [Signature] Date Submitted: 6-28-2021

## Boxes are for Purchasing Office Only

Put NA or Cross Through Where Not Applicable

Completed By (Initial): [Initials]

SAM CHECKED: NA IRAN LIST CHECKED NA

DOA CHECKED: NA

• W9 requirements on checklist met NA Name requirements met NA

• Requisition or PO checked NA, Budget code checked NA Does the contract qualify as c.o.? NA, Is the Req. or POM coded to c.o.? NA, If yes, original budget or budget revision verified? NA

• Correct solicitation process followed NA If \$30,000 or more, request posted on Vendor Self Service NA

• Quotes, bid tabulation or evaluation summary attached in Munis to Contract Entry or included with hard copies NA

• Board Agenda attached NA If so, actual minutes reviewed NA, Does the minutes and agenda match the contract (vendor, amount, approvers, etc.) NA

• Required signatures verified NA Effective date verified NA

• Contract includes indemnification language NA If yes, there is a capped amount? NA If yes, there is a separate requisition encumbering the capped amount? NA If no capped amount, there is an email from vendor authorizing to strike out language included with hard copy NA

• Memo for approval of meal/food purchase attached NA

• Meal/Food amounts in line with GSA NA

## Construction Contracts Only:

If required, is the general contractor's license attached? NA Is it still valid? NA

Is bid bond required? NA If yes, is a copy attached with hard copy? NA

Is performance payment bond required? NA If yes, is a copy included with hard copy? NA

Notes:

## Additional Check for Contract Amendments

• Change in line with original bid process and work? NA

# CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY (Eff. 6/21/21)

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and Famiks Transport, Inc. as follows:

1. The contractor is  
☐ an individual  
☒ a corporation  
☐ a limited liability company  
☐ a unit of local government  
☐ other: \_\_\_\_\_). (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is P.O. Box 40404, Fayetteville, NC 28309.  
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?  
☒ Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)  
☐ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

5. This contract is made subject to the laws of the State of \_\_\_\_\_.
6. This contract ☐ does ☐ does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may liable under this indemnity is \$ \_\_\_\_\_ . (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
7. All obligations incurred by the county under the terms of this contract terminate on the following date: \_\_\_\_\_ . (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by Ebou Sankareh for the contractor stated above.

Signature: \_\_\_\_\_

Date Submitted: 6/30/2021

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

## Business Corporation

### Legal Name

Famiks Transport, Inc.

## Information

**SosId:** 0637561

**Status:** Current-Active ⓘ

**Date Formed:** 7/9/2002

**Citizenship:** Domestic

**Fiscal Month:** December

**Annual Report Due Date:** April 15th

**CurrentAnnual Report Status:**

**Registered Agent:** Sankareh, Ebou

## Addresses

Mailing	Principal Office	Reg Office	Reg Mailing
119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376

## Officers

### President

Ebou Sankareh  
119 Harvest Lane  
Raeford NC 28376

## Stock

**Class:** Common

**Shares:** 10000

**No Par Value:** Yes

---

---

**ACTION AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE - ROOM 118**  
**JUNE 21, 2021**  
**6:45 PM**

---

---

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

RECOGNITIONS

Cumberland County Students on Soil and Water Envirothon Achievements

**PUBLIC COMMENT PERIOD**

**REQUESTED CHANGES TO THE AGENDA: REMOVE ITEM 2.P.9. FROM  
CONSENT AGENDA; ADD UNDER ITEMS OF BUSINESS ITEM 4.F.  
DESIGNATION OF VOTING DELEGATE TO 2021 NACO ANNUAL CONFERENCE;  
ADD CLOSED SESSION AS ITEM 7.B. FOR ATTORNEY CLIENT MATTERS  
PURSUANT TO NCGS 143-318.11(A)(3); SUSPEND ITEM 4.E. UNTIL AFTER  
CLOSED SESSION ITEMS 7.A. AND 7.B.**

1. APPROVAL OF AGENDA

**APPROVED WITH CHANGES AS REQUESTED**

2. CONSENT AGENDA

- |                 |                                                                                      |
|-----------------|--------------------------------------------------------------------------------------|
| <b>Approved</b> | A. Approval of May 27, 2021 Special Meeting and June 7, 2021 Regular Meeting Minutes |
| <b>Approved</b> | B. Approval of a Proclamation for Juneteenth Day                                     |
| <b>Approved</b> | C. Approval to Pay Prior Year Invoice and Budget Ordinance Amendment # B210372       |
| <b>Approved</b> | D. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy        |



- |          |                                                                                                           |
|----------|-----------------------------------------------------------------------------------------------------------|
| Approved | 2. Extension of the North Carolina 9-1-1 Board Grant                                                      |
| Approved | 3. FY21 Rural General Public Program (RGP) Contract Amendments for Rides to Vaccination Sites             |
| Approved | 4. Cumberland County Community Transportation 2021 System Safety Plan                                     |
| Approved | 5. FY22 Community Transportation Services Contract Extensions                                             |
| Approved | 6. Fayetteville Area Metropolitan Planning Organization (FAMPO) Memorandum of Understanding Update        |
| Approved | 7. Request to Initiate a Preliminary Engineering Report (PER) for the Sewer to the Shaw Heights Community |
| Approved | 8. Board of Commissioners' Meeting Room Update                                                            |
|          | 9. Amendment to the Flood Damage Prevention Ordinance                                                     |

#### REMOVED FROM AGENDA

- |          |                                                                                                                  |
|----------|------------------------------------------------------------------------------------------------------------------|
| Approved | 10. Judge E. Maurice Braswell Courthouse Switchgear Bid Award and Associated Budget Ordinance Amendment #B210054 |
| Approved | 11. Change Order for LEC Elevator Modernization                                                                  |
| Approved | 12. Amendment to the Purchasing Policy                                                                           |
| Approved | 13. Request to Increase the Age in the Precharge Misdemeanor Diversion Program                                   |
| Approved | 14. Interlocal Agreement with City of Fayetteville to Install Sidewalk at North Regional Library                 |

**APPROVE**

- F. Designation of Voting Delegate to 2021 NACo Annual Conference

**CHAIRMAN EVANS DESIGNATED AS VOTING DELEGATE; VICE CHAIRMAN ADAMS DESIGNATED AS ALTERNATE VOTING DELEGATE**

5. **NOMINATIONS**

- A. Jury Commission (1 Vacancy)

**NOMINEE(S): SCOTT FLOWERS**

- B. ABC Board (1 Vacancy)

**NOMINEE(S): HAROLD LEE BOUGHMAN, JR. AND SONYA WASHINGTON EDMONDS**

6. **APPOINTMENTS**

- A. Alliance Health Board of Directors (2 Vacancies)

**APPOINTEE(S): DR. JOHN LESICA, VICKI EVANS**

- B. Cumberland County Local Emergency Planning Committee (6 Vacancies)

**APPOINTEE(S): JARED THOMPSON IN THE PRINT AND BROADCAST MEDIA REPRESENTATIVE CATEGORY; CALEB STOKER IN THE OPERATORS OF FACILITIES REPRESENTATIVE CATEGORY; TROOPER ROBERT RHODES IN THE LAW ENFORCEMENT REPRESENTATIVE CATEGORY; MARC BAKER IN THE EMERGENCY MANAGEMENT REPRESENTATIVE CATEGORY; JANET LARSON IN THE TRANSPORTATION REPRESENTATIVE CATEGORY; AND FIRE CHIEF MIKE HILL IN THE FIRE FIGHTING REPRESENTATIVE CATEGORY**

- C. Transportation Advisory Board (1 Vacancy)

**APPOINTEE: NICOLE WILLINGHAM IN THE SHELTERED WORKSHOP DIRECTOR OR DESIGNEE CATEGORY**

7. **CLOSED SESSION:**

- A. Economic Development Matter(s) Pursuant to NCGS 143.318.11(a)(4)

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

**FOLLOWING CLOSED SESSION, ACTION TAKEN TO AUTHORIZE THE CHAIR OR COUNTY MANAGER TO SEND THE COUNTY'S VOTING INSTRUCTIONS ON THE PERDUE PHARMA L.P., BANKRUPTCY PLAN TO PRIME CLERK IN ACCORDANCE WITH THE RECOMMENDATION OF THE NATIONAL COUNSEL GROUP REPRESENTING THE COUNTY IN THE OPIOD LITIGATION**

**ADJOURN**



## PLANNING AND INSPECTIONS DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 21, 2021

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/12/2021**

**SUBJECT: FY22 COMMUNITY TRANSPORTATION SERVICES CONTRACT  
EXTENSIONS**

#### BACKGROUND

The Board of County Commissioners is being asked to consider extending the existing contracts for service providers for the upcoming Fiscal Year 2022. The Transportation Advisory Board at their last meeting on May 11, 2021 agreed that in these changing times, it is in the best interest of the program and the County to extend the contracts for one more year. This will be the first extension of the contracts for transportation services which is an option spelled out in the original Request for Proposals (RFP). These contracts were originally approved and awarded by the Board of County Commissioners at the June 15, 2020 meeting to B & W Transporting, Incorporated and Famiks Transport, Inc. for Fiscal Year 2021. The two companies will continue to provide transportation services to Cumberland County residents for Fiscal Year 2022 in accordance with the existing contract terms.

#### RECOMMENDATION / PROPOSED ACTION

This item was heard at the June 10, 2021 Board of Commissioners' Agenda Session and was moved forward as a Consent Agenda Item at the June 21, 2021 Board of Commissioners' Regular Meeting. Staff recommends approval of the contract extensions for the FY22 budget year.

#### ATTACHMENTS:

Description	Type
FY22 Contract - 5310-BW	Backup Material
FY22 Contract - 5310-FAMIKS	Backup Material
FY22 Contract - AAA General - BW	Backup Material
FY22 Contract - AAA Medical - BW	Backup Material
FY22 Contract - AAA Medical - FAMIKS	Backup Material
FY22 Contract - EDTAP - FAMIKS	Backup Material

FY22 Contract - EMPL - BW  
FY22 Contract - RGP - BW  
FY22 Contract - RGP - FAMIKS

Backup Material  
Backup Material  
Backup Material

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

AMENDMENT TO SERVICE CONTRACT#2022015  
FISCAL YEAR 2022

This Service Contract by and between the COUNTY OF CUMBERLAND ("COUNTY"), and FAMIKS TRANSPORT, INC. ("Vendor") effective July 1, 2021 – June 30, 2022, is hereby amended as follows:

WHEREAS, the parties entered into the Service Contract for professional services to be provided by Contractor;

NOW THEREFORE, the parties agree to the following amendment to the Service Contract for Fiscal Year 2022:

1. the parties desire to increase the rate per passenger unit of service from TWENTY FOUR DOLLARS AND FIFTY CENTS (\$24.50) to TWENTY FIVE DOLLARS AND FIFTY CENTS (\$25.50) per unit of service; and
2. By this amendment, the total contract amount in Section 3 of the Service Contract shall not exceed ONE HUNDRED AND THIRTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$135,000.00).
3. The remaining terms of the Service Contract for Fiscal Year 2022 shall remain the same and in full force and effect during the term.

IN WITNESS WHEREOF, the parties have executed this Amendment to Service Contract as of the day and year first above written.

ATTEST:

COUNTY OF CUMBERLAND

BY: \_\_\_\_\_  
Candice White / Clerk

BY: \_\_\_\_\_  
Charles Evans, Chair, Board of Commissioners

ATTEST:

FAMIKS TRANSPORT, INC.

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Ebou Sankareh / President

Approved for Legal Sufficiency

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

BY: \_\_\_\_\_  
Rick Moorefield / County Attorney

BY: \_\_\_\_\_  
Vicki Evans / Finance Director



THIS AGREEMENT, hereinafter known as the AAA MEDICAL AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as FAMIKS).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, transportation assistance is provided with funding from the Home and Community Care Block Grant, administered by the North Carolina Division of Aging and Adult Services, through the Mid-Carolina Area Agency on Aging, for clients of the Cumberland County Community Transportation Program for trips necessary to access medical care within Cumberland County.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, FAMIKS hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by FAMIKS, and delineated on the billing as such. The COUNTY shall not reimburse FAMIKS for no-shows. No-shows and cancellations shall be reported by FAMIKS to the Transportation Program Coordinator by the end of the week.

3. The COUNTY will pay FAMIKS after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED AND THIRTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$135,000.00) as approved by the Cumberland County Transportation Advisory Board. FAMIKS is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$135,000.00).

4. FAMIKS shall maintain invoices and trip logs for all work performed under this contract. FAMIKS shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. FAMIKS shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

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

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of FAMIKS for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, FAMIKS shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original FAMIKS invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by FAMIKS for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to FAMIKS promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give FAMIKS fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, FAMIKS must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Special concessions shall be made by FAMIKS when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those two weeks.

10. FAMIKS shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify FAMIKS of reservations for demand-response trips and changes to subscription trips

one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

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

12. The driver will assist handicapped clients if necessary. FAMIKS must comply with the American with Disabilities Act as amended from time to time. FAMIKS shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. FAMIKS will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

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

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. FAMIKS employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. FAMIKS will be responsible for meeting training requirements on the following subjects:

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

All costs associated with employee training will be the responsibility of FAMIKS. FAMIKS is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. FAMIKS shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. FAMIKS must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. FAMIKS must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

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

FAMIKS shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. FAMIKS shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, FAMIKS is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of FAMIKS. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of FAMIKS. All vehicles used by FAMIKS for the purposes of supplying transportation services for this contract must be owned or leased by FAMIKS. All vehicles must be clearly marked with FAMIKS' name and phone number as to allow passengers to identify the vehicles.

At minimum, FAMIKS is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

FAMIKS shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. FAMIKS shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. FAMIKS shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. FAMIKS shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. FAMIKS shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. FAMIKS shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. FAMIKS shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. FAMIKS and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. FAMIKS will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. FAMIKS shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

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

If any overpayment is uncovered in such an audit, it may be charged against FAMIKS future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice 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 acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested to the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

FAMIKS Transport, Inc.  
Ebou Sankareh  
President

Community Transportation Program  
Ifetayo Farrakhan  
Transportation Program Coordinator



STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

CONTRACT FOR SERVICES  
FISCAL YEAR 2022

119 Harvest Lane  
Raeford, NC 28376  
(910) 322-1427

130 Gillespie Street  
Fayetteville, NC 28301  
(910) 678-7624

31. INDEMNIFICATION: FAMIKS shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of FAMIKS or its agents.

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

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Famiks Transport, Inc.

Contract #: 2022015

Amount: \$ 135,000.00

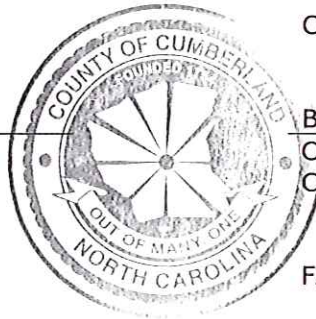
**IRAN DIVESTMENT ACT CERTIFICATION.** Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified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

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

**NON-APPROPRIATION CLAUSE:** This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

Candice N. White  
Candice White  
Clerk



COUNTY OF CUMBERLAND

BY: Charles Evans  
Charles Evans  
Chair, Board of Commissioners

ATTEST

BY: Wah  
Witness

FAMIKS TRANSPORT, INC.

BY: E. Sankareh  
Ebou Sankareh  
President

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

BY: Wade Evans  
County Finance Director

Approved for Legal Sufficiency  
upon formal execution by all parties

BY: Atty 7/19/21  
County Attorney's Office



**CONTRACT WORKFLOW PROCESS**  
**DEPARTMENT HEAD CERTIFICATION**

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: Planning & Inspections / CTP

Department Head Signature: David B. Moanfer Date: 7-19-21  
Rawls Howard





Contract Check List (Eff. 6/21/21)  
Contract Number: 2022015

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. **Please Note: If the item does not apply to this contract, notate NA in the box.** All incomplete contracts will be returned to the submitting department. Packets must be organized.

Description	✓ or NA
1. <b>Only</b> the vendor's signatures have been obtained. All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, <b>resulting from a formal bid process</b> , require the Board Chairman's signature, after Board approval. The County Manager does not have to sign contracts that require the Chairman's signature.	✓
2. All attachments referenced in the contract language or applicable to the contract are included with the contract. If hyperlinks are included in the contract, the information included on the hyperlink must also be included as a hard copy.	✓
3. There are (3) signed originals. <b>One copy should be single-sided and paper-clipped together, the others stapled.</b>	✓
4. Correct solicitation process was followed, and the bid tabulation sheet or proposals are attached with hard copies. For services following an RFP process, the evaluation summary is included.	✓
5. If \$30,000 or more, the request for quotes/bids/proposals was posted on Vendor Self Service.	✓
6. If project qualifies for Federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached.	✓
7. If the contract is for outside Legal services, the <b>action agenda</b> showing approval is attached. (Board approval is always required for this.)	N/A
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype <b>Computer Equipment</b> box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. <b>This is applicable to all departments, including those with their own IS division.</b>	N/A
9. The contract does not contain an "Indemnity Clause" or if it does, there is a capped amount. If there is a capped amount, a separate requisition is created to encumber this amount <b>Req #</b> . If there is an indemnity clause w/o a capped amount, ask the vendor, by email, if the language can be stricken. Include email with contract packet. *Contact County Legal if uncertain*	N/A
10. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓

**W9's & LEGAL ENTITY NAME REQUIREMENTS**

**\*\*If there is a discrepancy between the W9, Secretary of State page and contract hard copy, contact County Legal to reconcile before sending the contract forward. Contact County Legal for any questions regarding the legal name requirements. There are other special circumstances/legal requirements that may apply to certain contracts. We are unable to determine this in Finance. We are listing below the basic requirements that should be followed.\*\***

11. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: <b>6-1-2021</b>	✓
12. If the W9 is more than one year old a new W9 has been emailed to County Finance (Accounts Payable) to be attached in Munis. <b>*Confirm (in Vendor Inquiry) the new W9 is attached before moving forward*</b>	✓
13. The vendor name listed on the W9 matches exactly to the Secretary of State page (See number 15 & 16 below), including "inc", "llc", etc. <b>**If "incorporated" is not abbreviated on one document, it should not be abbreviated on any of the documents**</b> If the W9 does not match the State page, the vendor will need to submit an updated W9.	✓
14. The name listed on all pages of the contract is the same as the Secretary of State page and W9. This includes "inc", "llc", etc.	✓
15. There is (1) <b>Contractor's Certification</b> form and (1) <b>Request for Finance &amp; Legal Review</b> form attached to the contract hard copies. Only one copy for the entire packet needed.	✓
16. A copy of the screen page from the NC Secretary's (or the State they are registered in) website showing they have an active status. <b>The screen page MUST be attached!</b>	✓
17. There is enough space for the pre-audit and Legal signatures, or a signature page is attached. <b>The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.</b>	✓
18. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). <b>The E-verify memo <u>does</u> have to be signed by the vendor.</b> If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	✓
19. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). <b>The Iran statement <u>does not</u> have to be signed by the vendor.</b>	✓
20. There are tabs identifying all signature pages.	✓
21. Requisition has been entered but not released and has a status of "Allocated". The requisition amount is equal to the contract not to exceed amount. <b>Requisition #: 33</b>	✓
22. Contract Entry in Munis released into workflow. Make sure any attachments in Contract Entry are PDF files. NO Excel/Word/etc. documents that show as a link to be downloaded.	

Contact Name

Certifying accuracy and completion: Department Head



# REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT (EFF. 6/21/21)

The undersigned requests legal review of the contract between Cumberland County and Famiks Transport, Inc.

The undersigned certifies as follows:

**If legal review is not required, indicate the reason below.**

- ☐ 1. The only other party to this contract is a department or agency of the government of the United States or the State of North Carolina.
- ☐ 2. This contract requires the expenditure of not more than \$5,000 in any fiscal year.
- ☒ 3. The county and this contractor or vendor have had this same contract in place for the current and past fiscal years without any dispute and the only change to the existing contract is extending the term and/or increasing the contract amount.

**!!MUST RESPOND!!** Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant) Yes or No? No, If Yes, have federal procurement guidelines been followed? Yes, a copy of the County's *FEMA Contract Clauses* is attached to each original hard copy Yes.

**\*\*Completion of the Uniform Guidelines Checklist is advised\*\***

This contract was obtained through the following process

**\*\*Only select an option if process was followed. Backup is required\*\*:**

## Service/Purchase/Construction

☐ Solicitation of quotes (5,000 – 29,999.99)

## Purchase (Items, Apparatus, Materials)

☐ Informal bids (30,000 – 89,999.99)

☐ Formal bids (90,000 and above)

## Service

☒ Informal RFP (30,000 and above)

## Construction

☐ Informal bid (30,000 – 499,999.99) Attach Proof of General Contractors License or if not required, explain below.

☐ Formal bid (500,000 and above) Attach Proof of General Contractors License or if not required, explain below.

## Engineering/Consulting/Architect

☐ RFQ (Any amount)

- Does this contract with this vendor also include construction work? Yes If so, was an RFQ the only bid process followed? Yes

- Please Explain:

**If none of the above, provide justification/explanation:**

**Please complete and initial each item below.**

- ☐ 1. Date contract was approved by BOC (Put NA if Not Applicable) June 21, 2021
- ☐ 2. All statutory requirements applicable to the process were followed.
- ☐ 3. All applicable Cumberland County purchasing and contracting requirements were followed.
- ☐ 4. All applicable documentation required by the Cumberland County Finance Office has been submitted.

Certified by: Ifetayo Farrakhan for the Planning & Inspections/CTP Department of Cumberland County.

Signature: [Signature] Date Submitted: 6-28-2021

## Boxes are for Purchasing Office Only

Put NA or Cross Through Where Not Applicable

Completed By (Initial): [Initials]

SAM CHECKED: Yes IRAN LIST CHECKED: Yes

DOA CHECKED: Yes

• W9 requirements on checklist met Yes Name requirements met Yes

• Requisition or PO checked Yes Budget code checked Yes Does the contract qualify as c.o.? No Is the Req. or POM coded to c.o.? No If yes, original budget or budget revision verified? Yes

• Correct solicitation process followed Yes If \$30,000 or more, request posted on Vendor Self Service Yes

• Quotes, bid tabulation or evaluation summary attached in Munis to Contract Entry or included with hard copies Yes

• Board Agenda attached Yes If so, actual minutes reviewed Yes Does the minutes and agenda match the contract (vendor, amount, approvers, etc.) Yes

• Required signatures verified Yes Effective date verified Yes

• Contract includes indemnification language Yes If yes, there is a capped amount? No If yes, there is a separate requisition encumbering the capped amount? No If no capped amount, there is an email from vendor authorizing to strike out language included with hard copy Yes

• Memo for approval of meal/food purchase attached Yes

• Meal/Food amounts in line with GSA Yes

## Construction Contracts Only:

If required, is the general contractor's license attached? Yes Is it still valid? Yes

Is bid bond required? Yes If yes, is a copy attached with hard copy? Yes

Is performance payment bond required? Yes If yes, is a copy included with hard copy? Yes

Notes:

## Additional Check for Contract Amendments

• Change in line with original bid process and work? Yes



## CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY (Eff. 6/21/21)

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and Famiks Transport, Inc. as follows:

1. The contractor is  
☐ an individual  
☒ a corporation  
☐ a limited liability company  
☐ a unit of local government  
☐ other: \_\_\_\_\_). (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is P.O. Box 40404, Fayetteville, NC 28309.  
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?  
☒ Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)  
☐ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

5. This contract is made subject to the laws of the State of \_\_\_\_\_.
6. This contract ☐ does ☐ does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may liable under this indemnity is \$ \_\_\_\_\_. (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
7. All obligations incurred by the county under the terms of this contract terminate on the following date: \_\_\_\_\_ . (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by Ebou Sankareh for the contractor stated above.

Signature: \_\_\_\_\_

Date Submitted: 7/1/2021

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

## Business Corporation

### Legal Name

Famiks Transport, Inc.

## Information

**SosId:** 0637561

**Status:** Current-Active ⓘ

**Date Formed:** 7/9/2002

**Citizenship:** Domestic

**Fiscal Month:** December

**Annual Report Due Date:** April 15th

**CurrentAnnual Report Status:**

**Registered Agent:** Sankareh, Ebou

## Addresses

### Mailing

119 Harvest Lane  
Raeford, NC 28376

### Principal Office

119 Harvest Lane  
Raeford, NC 28376

### Reg Office

119 Harvest Lane  
Raeford, NC 28376

### Reg Mailing

119 Harvest Lane  
Raeford, NC 28376

## Officers

### President

Ebou Sankareh  
119 Harvest Lane  
Raeford NC 28376

## Stock

**Class:** Common

**Shares:** 10000

**No Par Value:** Yes

---

---

**ACTION AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE - ROOM 118**  
**JUNE 21, 2021**  
**6:45 PM**

---

---

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

RECOGNITIONS

Cumberland County Students on Soil and Water Envirothon Achievements

**PUBLIC COMMENT PERIOD**

**REQUESTED CHANGES TO THE AGENDA: REMOVE ITEM 2.P.9. FROM  
CONSENT AGENDA; ADD UNDER ITEMS OF BUSINESS ITEM 4.F.  
DESIGNATION OF VOTING DELEGATE TO 2021 NACO ANNUAL CONFERENCE;  
ADD CLOSED SESSION AS ITEM 7.B. FOR ATTORNEY CLIENT MATTERS  
PURSUANT TO NCGS 143-318.11(A)(3); SUSPEND ITEM 4.E. UNTIL AFTER  
CLOSED SESSION ITEMS 7.A. AND 7.B.**

1. APPROVAL OF AGENDA

**APPROVED WITH CHANGES AS REQUESTED**

2. CONSENT AGENDA

- |                 |                                                                                      |
|-----------------|--------------------------------------------------------------------------------------|
| <b>Approved</b> | A. Approval of May 27, 2021 Special Meeting and June 7, 2021 Regular Meeting Minutes |
| <b>Approved</b> | B. Approval of a Proclamation for Juneteenth Day                                     |
| <b>Approved</b> | C. Approval to Pay Prior Year Invoice and Budget Ordinance Amendment # B210372       |
| <b>Approved</b> | D. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy        |

- |          |    |                                                                                                        |
|----------|----|--------------------------------------------------------------------------------------------------------|
| Approved | 2. | Extension of the North Carolina 9-1-1 Board Grant                                                      |
| Approved | 3. | FY21 Rural General Public Program (RGP) Contract Amendments for Rides to Vaccination Sites             |
| Approved | 4. | Cumberland County Community Transportation 2021 System Safety Plan                                     |
| Approved | 5. | FY22 Community Transportation Services Contract Extensions                                             |
| Approved | 6. | Fayetteville Area Metropolitan Planning Organization (FAMPO) Memorandum of Understanding Update        |
| Approved | 7. | Request to Initiate a Preliminary Engineering Report (PER) for the Sewer to the Shaw Heights Community |
| Approved | 8. | Board of Commissioners' Meeting Room Update                                                            |
|          | 9. | Amendment to the Flood Damage Prevention Ordinance                                                     |

#### REMOVED FROM AGENDA

- |          |     |                                                                                                              |
|----------|-----|--------------------------------------------------------------------------------------------------------------|
| Approved | 10. | Judge E. Maurice Braswell Courthouse Switchgear Bid Award and Associated Budget Ordinance Amendment #B210054 |
| Approved | 11. | Change Order for LEC Elevator Modernization                                                                  |
| Approved | 12. | Amendment to the Purchasing Policy                                                                           |
| Approved | 13. | Request to Increase the Age in the Precharge Misdemeanor Diversion Program                                   |
| Approved | 14. | Interlocal Agreement with City of Fayetteville to Install Sidewalk at North Regional Library                 |

**APPROVE**

- F. Designation of Voting Delegate to 2021 NACo Annual Conference

**CHAIRMAN EVANS DESIGNATED AS VOTING DELEGATE; VICE CHAIRMAN ADAMS DESIGNATED AS ALTERNATE VOTING DELEGATE**

5. **NOMINATIONS**

- A. Jury Commission (1 Vacancy)

**NOMINEE(S): SCOTT FLOWERS**

- B. ABC Board (1 Vacancy)

**NOMINEE(S): HAROLD LEE BOUGHMAN, JR. AND SONYA WASHINGTON EDMONDS**

6. **APPOINTMENTS**

- A. Alliance Health Board of Directors (2 Vacancies)

**APPOINTEE(S): DR. JOHN LESICA, VICKI EVANS**

- B. Cumberland County Local Emergency Planning Committee (6 Vacancies)

**APPOINTEE(S): JARED THOMPSON IN THE PRINT AND BROADCAST MEDIA REPRESENTATIVE CATEGORY; CALEB STOKER IN THE OPERATORS OF FACILITIES REPRESENTATIVE CATEGORY; TROOPER ROBERT RHODES IN THE LAW ENFORCEMENT REPRESENTATIVE CATEGORY; MARC BAKER IN THE EMERGENCY MANAGEMENT REPRESENTATIVE CATEGORY; JANET LARSON IN THE TRANSPORTATION REPRESENTATIVE CATEGORY; AND FIRE CHIEF MIKE HILL IN THE FIRE FIGHTING REPRESENTATIVE CATEGORY**

- C. Transportation Advisory Board (1 Vacancy)

**APPOINTEE: NICOLE WILLINGHAM IN THE SHELTERED WORKSHOP DIRECTOR OR DESIGNEE CATEGORY**

7. **CLOSED SESSION:**

- A. Economic Development Matter(s) Pursuant to NCGS 143.318.11(a)(4)

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

**FOLLOWING CLOSED SESSION, ACTION TAKEN TO AUTHORIZE THE CHAIR OR COUNTY MANAGER TO SEND THE COUNTY'S VOTING INSTRUCTIONS ON THE PERDUE PHARMA L.P., BANKRUPTCY PLAN TO PRIME CLERK IN ACCORDANCE WITH THE RECOMMENDATION OF THE NATIONAL COUNSEL GROUP REPRESENTING THE COUNTY IN THE OPIOID LITIGATION**

**ADJOURN**





## PLANNING AND INSPECTIONS DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 21, 2021

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/12/2021**

**SUBJECT: FY22 COMMUNITY TRANSPORTATION SERVICES CONTRACT EXTENSIONS**

#### BACKGROUND

The Board of County Commissioners is being asked to consider extending the existing contracts for service providers for the upcoming **Fiscal Year 2022**. The Transportation Advisory Board at their last meeting on May 11, 2021 agreed that in these changing times, it is in the best interest of the program and the County to extend the contracts for one more year. This will be the first extension of the contracts for transportation services which is an option spelled out in the original Request for Proposals (RFP). These contracts were originally approved and awarded by the Board of County Commissioners at the June 15, 2020 meeting to B & W Transporting, Incorporated and **Famiks Transport, Inc.** for Fiscal Year 2021. The two companies will continue to provide transportation services to Cumberland County residents for Fiscal Year 2022 in accordance with the existing contract terms.

#### RECOMMENDATION / PROPOSED ACTION

This item was heard at the June 10, 2021 Board of Commissioners' Agenda Session and was moved forward as a Consent Agenda Item at the June 21, 2021 Board of Commissioners' Regular Meeting. Staff recommends approval of the contract extensions for the FY22 budget year.

#### ATTACHMENTS:

Description	Type
FY22 Contract - 5310-BW	Backup Material
FY22 Contract - 5310-FAMIKS	Backup Material
FY22 Contract - AAA General - BW	Backup Material
FY22 Contract - AAA Medical - BW	Backup Material
<b>FY22 Contract - AAA Medical - FAMIKS</b>	Backup Material
FY22 Contract - EDTAP - FAMIKS	Backup Material

FY22 Contract - EMPL - BW  
FY22 Contract - RGP - BW  
FY22 Contract - RGP - FAMIKS

Backup Material  
Backup Material  
Backup Material

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

AMENDMENT TO SERVICE CONTRACT#2022016  
FISCAL YEAR 2022

This Service Contract by and between the COUNTY OF CUMBERLAND ("COUNTY"), and FAMIKS TRANSPORT, INC. ("Vendor") effective July 1, 2021 – June 30, 2022, is hereby amended as follows:

WHEREAS, the parties entered into the Service Contract for professional services to be provided by Contractor;

NOW THEREFORE, the parties agree to the following amendment to the Service Contract for Fiscal Year 2022:

1. the parties desire to increase the rate per passenger unit of service from TWENTY FOUR DOLLARS AND FIFTY CENTS (\$24.50) to TWENTY FIVE DOLLARS AND FIFTY CENTS (\$25.50) per unit of service; and
2. By this amendment, the total contract amount in Section 3 of the Service Contract shall not exceed ONE HUNDRED AND SEVENTEEN THOUSAND AND ZERO CENTS (\$117,000.00).
3. The remaining terms of the Service Contract for Fiscal Year 2022 shall remain the same and in full force and effect during the term.

IN WITNESS WHEREOF, the parties have executed this Amendment to Service Contract as of the day and year first above written.

ATTEST:

COUNTY OF CUMBERLAND

BY: \_\_\_\_\_  
Candice White / Clerk

BY: \_\_\_\_\_  
Charles Evans, Chair, Board of Commissioners

ATTEST:

FAMIKS TRANSPORT, INC.

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Ebou Sankareh / President

Approved for Legal Sufficiency

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

BY: \_\_\_\_\_  
Rick Moorefield / County Attorney

BY: \_\_\_\_\_  
Vicki Evans / Finance Director

THIS AGREEMENT, hereinafter known as the EDTAP AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as FAMIKS).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2021 through June 30, 2022. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, FAMIKS hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by FAMIKS, and delineated on the billing as such. The COUNTY shall not reimburse FAMIKS for no-shows. No-shows and cancellations shall be reported by FAMIKS to the Transportation Program Coordinator by the end of the week.

3. The COUNTY will pay FAMIKS after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS (\$117,000.00) as approved by the Cumberland County Transportation Advisory Board. FAMIKS is responsible for working with the AGENCIES to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$117,000.00).

4. FAMIKS shall maintain invoices and trip logs for all work performed under this contract. FAMIKS shall submit, for each AGENCY, on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. FAMIKS shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

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

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of FAMIKS for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, FAMIKS shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original FAMIKS invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by FAMIKS for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to FAMIKS promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give FAMIKS fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, FAMIKS must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Special concessions shall be made by FAMIKS when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those two weeks.

10. FAMIKS shall only undertake those trips and transport those passengers as authorized by the appropriate AGENCY and/or the Transportation Program Coordinator. AGENCIES will notify FAMIKS of reservations for demand-response trips and changes to



subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

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

12. The driver will assist handicapped clients if necessary. FAMIKS must comply with the American with Disabilities Act as amended from time to time. FAMIKS shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. FAMIKS will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

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

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. FAMIKS employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. FAMIKS will be responsible for meeting training requirements on the following subjects:

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

All costs associated with employee training will be the responsibility of FAMIKS. FAMIKS is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. FAMIKS shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. FAMIKS must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. FAMIKS must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

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

FAMIKS shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. FAMIKS shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, FAMIKS is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of FAMIKS. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of FAMIKS. All vehicles used by FAMIKS for the purposes of supplying transportation services for this contract must be owned or leased by FAMIKS. All vehicles must be clearly marked with FAMIKS' name and phone number as to allow passengers to identify the vehicles.

At minimum, FAMIKS is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

FAMIKS shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. FAMIKS shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. FAMIKS shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. FAMIKS shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. FAMIKS shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. FAMIKS shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. FAMIKS shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. FAMIKS and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. FAMIKS will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. FAMIKS shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

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

If any overpayment is uncovered in such an audit, it may be charged against FAMIKS future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice 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 acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

FAMIKS Transport, Inc.  
Ebou Sankareh  
President

Community Transportation Program  
Ifetayo Farrakhan  
Transportation Program Coordinator

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

CONTRACT FOR SERVICES  
FISCAL YEAR 2022

119 Harvest Lane  
Raeford, NC 28376  
(910) 322-1427

130 Gillespie Street  
Fayetteville, NC 28301  
(910) 678-7624

31. INDEMNIFICATION: FAMIKS shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of FAMIKS or its agents.

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

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Famiks Transport, Inc.

Contract #: 2022016

Amount: \$ 117,000.00

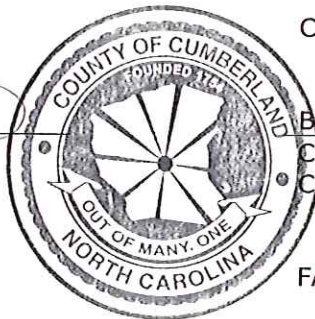
IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified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

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

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

Candice N. White  
Candice White  
Clerk



COUNTY OF CUMBERLAND

BY: Charles Evans  
Charles Evans  
Chair, Board of Commissioners

ATTEST

BY: Hbah  
Witness

FAMIKS TRANSPORT, INC.

BY: E. Sankareh  
Ebou Sankareh  
President

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

BY: Wanda Evans  
County Finance Director

Approved for Legal Sufficiency  
upon formal execution by all parties

BY: 7/19/21  
County Attorney's Office





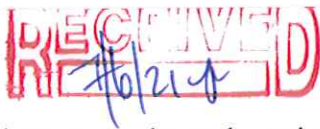
**CONTRACT WORKFLOW PROCESS**  
**DEPARTMENT HEAD CERTIFICATION**

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: Planning & Inspections / CTP

Department Head Signature: David B. Moon Date: 7-19-21

Rawls Howard



Contract Check List (Eff. 6/21/21)  
Contract Number: 2022016

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. **Please Note: If the item does not apply to this contract, notate NA in the box.** All incomplete contracts will be returned to the submitting department. Packets must be organized.

Description	✓ or NA
1. <u>Only</u> the vendor's signatures have been obtained. All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, <b>resulting from a formal bid process</b> , require the Board Chairman's signature, after Board approval. The County Manager does not have to sign contracts that require the Chairman's signature.	✓
2. All attachments referenced in the contract language or applicable to the contract are included with the contract. If hyperlinks are included in the contract, the information included on the hyperlink must also be included as a hard copy.	✓
3. There are (3) signed originals. <b>One copy should be single-sided and paper-clipped together, the others stapled.</b>	✓
4. Correct solicitation process was followed, and the bid tabulation sheet or proposals are attached with hard copies. For services following an RFP process, the evaluation summary is included.	✓
5. If \$30,000 or more, the request for quotes/bids/proposals was posted on Vendor Self Service.	✓
6. If project qualifies for Federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached.	✓
7. If the contract is for outside Legal services, the <b>action agenda</b> showing approval is attached. (Board approval is always required for this.)	N/A
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype <b>Computer Equipment</b> box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. <b>This is applicable to all departments, including those with their own IS division.</b>	N/A
9. The contract does not contain an "Indemnity Clause" or if it does, there is a capped amount. If there is a capped amount, a separate requisition is created to encumber this amount <b>Req #</b> . If there is an indemnity clause w/o a capped amount, ask the vendor, by email, if the language can be stricken. Include email with contract packet. *Contact County Legal if uncertain*	N/A
10. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓

**W9's & LEGAL ENTITY NAME REQUIREMENTS**

**\*\*If there is a discrepancy between the W9, Secretary of State page and contract hard copy, contact County Legal to reconcile before sending the contract forward. Contact County Legal for any questions regarding the legal name requirements. There are other special circumstances/legal requirements that may apply to certain contracts. We are unable to determine this in Finance. We are listing below the basic requirements that should be followed.\*\***

1. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: <b>6-1-2021</b>	✓
12. If the W9 is more than one year old a new W9 has been emailed to County Finance (Accounts Payable) to be attached in Munis. <b>*Confirm (in Vendor Inquiry) the new W9 is attached before moving forward*</b>	✓
13. The vendor name listed on the W9 matches exactly to the Secretary of State page (See number 15 & 16 below), including "inc", "llc", etc. <b>**If "incorporated" is not abbreviated on one document, it should not be abbreviated on any of the documents**</b> If the W9 does not match the State page, the vendor will need to submit an updated W9.	✓
14. The name listed on all pages of the contract is the same as the Secretary of State page and W9. This includes "inc", "llc", etc.	✓
15. There is (1) <b>Contractor's Certification</b> form and (1) <b>Request for Finance &amp; Legal Review</b> form attached to the contract hard copies. Only one copy for the entire packet needed.	✓
16. A copy of the screen page from the NC Secretary's (or the State they are registered in) website showing they have an active status. <b>The screen page MUST be attached!</b>	✓
17. There is enough space for the pre-audit and Legal signatures, or a signature page is attached. <b>The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.</b>	✓
18. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). <b>The E-verify memo <u>does</u> have to be signed by the vendor.</b> If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	✓
19. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). <b>The Iran statement <u>does not</u> have to be signed by the vendor.</b>	✓
20. There are tabs identifying all signature pages.	✓
21. Requisition has been entered but not released and has a status of "Allocated". The requisition amount is equal to the contract not to exceed amount. <b>Requisition #: 34</b>	✓
22. Contract Entry in Munis released into workflow. Make sure any attachments in Contract Entry are PDF files. NO Excel/Word/etc. documents that show as a link to be downloaded.	

Contact Name

Certifying accuracy and completion: Department Head



# REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT (EFF. 6/21/21)

The undersigned requests legal review of the contract between Cumberland County and Famiks Transport, Inc.

The undersigned certifies as follows:

**If legal review is not required, indicate the reason below.**

☐ 1. The only other party to this contract is a department or agency of the government of the United States or the State of North Carolina.

☐ 2. This contract requires the expenditure of not more than \$5,000 in any fiscal year.

☒ 3. The county and this contractor or vendor have had this same contract in place for the current and past fiscal years without any dispute and the only change to the existing contract is extending the term and/or increasing the contract amount.

**!!MUST RESPOND!!** Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant)

Yes or No? No, If Yes, have federal procurement guidelines been followed?     , a copy of the County's *FEMA Contract Clauses* is attached to each original hard copy     .

**\*\*Completion of the Uniform Guidelines Checklist is advised\*\***

This contract was obtained through the following process

**\*\*Only select an option if process was followed. Backup is required\*\*:**

## Service/Purchase/Construction

     Solicitation of quotes (5,000 – 29,999.99)

## Purchase (Items, Apparatus, Materials)

     Informal bids (30,000 – 89,999.99)

     Formal bids (90,000 and above)

## Service

☒ Informal RFP (30,000 and above)

## Construction

     Informal bid (30,000 – 499,999.99) Attach Proof of General Contractors License or if not required, explain below.

     Formal bid (500,000 and above) Attach Proof of General Contractors License or if not required, explain below.

## Engineering/Consulting/Architect

     RFQ (Any amount)

- Does this contract with this vendor also include construction work?      If so, was an RFQ the only bid process followed?     ,
- Please Explain:

**If none of the above, provide justification/explanation:**

**Please complete and initial each item below.**

1. Date contract was approved by BOC (Put NA if Not Applicable) June 21, 2021.
2. All statutory requirements applicable to the process were followed.
3. All applicable Cumberland County purchasing and contracting requirements were followed.
4. All applicable documentation required by the Cumberland County Finance Office has been submitted.

Certified by: Irfayaz Farukhan for the Planning & Inspections/CTP Department of Cumberland County.

Signature: [Signature] Date Submitted: 6-28-2021

## Boxes are for Purchasing Office Only

Put NA or Cross Through Where Not Applicable

Completed By (Initial): [Initials]

SAM CHECKED:      IRAN LIST CHECKED:     

DOA CHECKED:     

- W9 requirements on checklist met      Name requirements met
- Requisition or PO checked      Budget code checked      Does the contract qualify as c.o.? no Is the Req. or POM coded to c.o.? no, If yes, original budget or budget revision verified? no
- Correct solicitation process followed na If \$30,000 or more, request posted on Vendor Self Service na
- Quotes, bid tabulation or evaluation summary attached in Munis to Contract Entry or included with hard copies na
- Board Agenda attached na If so, actual minutes reviewed na, Does the minutes and agenda match the contract (vendor, amount, approvers, etc.) na
- Required signatures verified      Effective date verified
- Contract includes indemnification language na, If yes, there is a capped amount? na If yes, there is a separate requisition encumbering the capped amount? na If no capped amount, there is an email from vendor authorizing to strike out language included with hard copy na
- Memo for approval of meal/food purchase attached     
  - Meal/Food amounts in line with GSA

## Construction Contracts Only:

If required, is the general contractor's license attached?      Is it still valid?     

Is bid bond required?      If yes, is a copy attached with hard copy?     

Is performance payment bond required?      If yes, is a copy included with hard copy?     

Notes:     

## Additional Check for Contract Amendments

- Change in line with original bid process and work?

## CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY (Eff. 6/21/21)

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and Famiks Transport, Inc. as follows:

1. The contractor is  
☐ an individual  
☒ a corporation  
☐ a limited liability company  
☐ a unit of local government  
☐ other: \_\_\_\_\_). (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is P.O. Box 40404, Fayetteville, NC 28309.  
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?  
☒ Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)  
☐ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

5. This contract is made subject to the laws of the State of \_\_\_\_\_.
6. This contract ☐ does ☐ does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may be liable under this indemnity is \$ \_\_\_\_\_. (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
7. All obligations incurred by the county under the terms of this contract terminate on the following date: \_\_\_\_\_. (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by Ebou Sankareh for the contractor stated above.

Signature: E. Sankareh

Date Submitted: 7/1/2021

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

## Business Corporation

### Legal Name

Famiks Transport, Inc.

## Information

SosId: 0637561

Status: Current-Active ⓘ

Date Formed: 7/9/2002

Citizenship: Domestic

Fiscal Month: December

Annual Report Due Date: April 15th

CurrentAnnual Report Status:

Registered Agent: Sankareh, Ebou

## Addresses

Mailing	Principal Office	Reg Office	Reg Mailing
119 Harvest Lane	119 Harvest Lane	119 Harvest Lane	119 Harvest Lane
Raeford, NC 28376	Raeford, NC 28376	Raeford, NC 28376	Raeford, NC 28376

## Officers

### President

Ebou Sankareh  
119 Harvest Lane  
Raeford NC 28376

## Stock

Class: Common

Shares: 10000

No Par Value: Yes



---

**ACTION AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE - ROOM 118**  
**JUNE 21, 2021**  
**6:45 PM**

---

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

RECOGNITIONS

Cumberland County Students on Soil and Water Envirothon Achievements

**PUBLIC COMMENT PERIOD**

**REQUESTED CHANGES TO THE AGENDA: REMOVE ITEM 2.P.9. FROM  
CONSENT AGENDA; ADD UNDER ITEMS OF BUSINESS ITEM 4.F.  
DESIGNATION OF VOTING DELEGATE TO 2021 NACO ANNUAL CONFERENCE;  
ADD CLOSED SESSION AS ITEM 7.B. FOR ATTORNEY CLIENT MATTERS  
PURSUANT TO NCGS 143-318.11(A)(3); SUSPEND ITEM 4.E. UNTIL AFTER  
CLOSED SESSION ITEMS 7.A. AND 7.B.**

1. APPROVAL OF AGENDA

**APPROVED WITH CHANGES AS REQUESTED**

2. CONSENT AGENDA

- |                 |                                                                                      |
|-----------------|--------------------------------------------------------------------------------------|
| <b>Approved</b> | A. Approval of May 27, 2021 Special Meeting and June 7, 2021 Regular Meeting Minutes |
| <b>Approved</b> | B. Approval of a Proclamation for Juneteenth Day                                     |
| <b>Approved</b> | C. Approval to Pay Prior Year Invoice and Budget Ordinance Amendment # B210372       |
| <b>Approved</b> | D. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy        |

- |          |    |                                                                                                        |
|----------|----|--------------------------------------------------------------------------------------------------------|
| Approved | 2. | Extension of the North Carolina 9-1-1 Board Grant                                                      |
| Approved | 3. | FY21 Rural General Public Program (RGP) Contract Amendments for Rides to Vaccination Sites             |
| Approved | 4. | Cumberland County Community Transportation 2021 System Safety Plan                                     |
| Approved | 5. | FY22 Community Transportation Services Contract Extensions                                             |
| Approved | 6. | Fayetteville Area Metropolitan Planning Organization (FAMPO) Memorandum of Understanding Update        |
| Approved | 7. | Request to Initiate a Preliminary Engineering Report (PER) for the Sewer to the Shaw Heights Community |
| Approved | 8. | Board of Commissioners' Meeting Room Update                                                            |
|          | 9. | Amendment to the Flood Damage Prevention Ordinance                                                     |

#### REMOVED FROM AGENDA

- |          |     |                                                                                                              |
|----------|-----|--------------------------------------------------------------------------------------------------------------|
| Approved | 10. | Judge E. Maurice Braswell Courthouse Switchgear Bid Award and Associated Budget Ordinance Amendment #B210054 |
| Approved | 11. | Change Order for LEC Elevator Modernization                                                                  |
| Approved | 12. | Amendment to the Purchasing Policy                                                                           |
| Approved | 13. | Request to Increase the Age in the Precharge Misdemeanor Diversion Program                                   |
| Approved | 14. | Interlocal Agreement with City of Fayetteville to Install Sidewalk at North Regional Library                 |

**APPROVE**

- F. Designation of Voting Delegate to 2021 NACo Annual Conference

**CHAIRMAN EVANS DESIGNATED AS VOTING DELEGATE; VICE CHAIRMAN ADAMS DESIGNATED AS ALTERNATE VOTING DELEGATE**

5. **NOMINATIONS**

- A. Jury Commission (1 Vacancy)

**NOMINEE(S): SCOTT FLOWERS**

- B. ABC Board (1 Vacancy)

**NOMINEE(S): HAROLD LEE BOUGHMAN, JR. AND SONYA WASHINGTON EDMONDS**

6. **APPOINTMENTS**

- A. Alliance Health Board of Directors (2 Vacancies)

**APPOINTEE(S): DR. JOHN LESICA, VICKI EVANS**

- B. Cumberland County Local Emergency Planning Committee (6 Vacancies)

**APPOINTEE(S): JARED THOMPSON IN THE PRINT AND BROADCAST MEDIA REPRESENTATIVE CATEGORY; CALEB STOKER IN THE OPERATORS OF FACILITIES REPRESENTATIVE CATEGORY; TROOPER ROBERT RHODES IN THE LAW ENFORCEMENT REPRESENTATIVE CATEGORY; MARC BAKER IN THE EMERGENCY MANAGEMENT REPRESENTATIVE CATEGORY; JANET LARSON IN THE TRANSPORTATION REPRESENTATIVE CATEGORY; AND FIRE CHIEF MIKE HILL IN THE FIRE FIGHTING REPRESENTATIVE CATEGORY**

- C. Transportation Advisory Board (1 Vacancy)

**APPOINTEE: NICOLE WILLINGHAM IN THE SHELTERED WORKSHOP DIRECTOR OR DESIGNEE CATEGORY**

7. **CLOSED SESSION:**

- A. Economic Development Matter(s) Pursuant to NCGS 143.318.11(a)(4)
- B. Attorney Client Matter(s) Pursuant to NCGS 143-318.11(a)(3)

**FOLLOWING CLOSED SESSION, ACTION TAKEN TO AUTHORIZE THE CHAIR OR COUNTY MANAGER TO SEND THE COUNTY'S VOTING INSTRUCTIONS ON THE PERDUE PHARMA L.P., BANKRUPTCY PLAN TO PRIME CLERK IN ACCORDANCE WITH THE RECOMMENDATION OF THE NATIONAL COUNSEL GROUP REPRESENTING THE COUNTY IN THE OPIOID LITIGATION**

**ADJOURN**



## PLANNING AND INSPECTIONS DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 21, 2021

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/12/2021**

**SUBJECT: FY22 COMMUNITY TRANSPORTATION SERVICES CONTRACT EXTENSIONS**

#### BACKGROUND

The Board of County Commissioners is being asked to consider extending the existing contracts for service providers for the upcoming **Fiscal Year 2022**. The Transportation Advisory Board at their last meeting on May 11, 2021 agreed that in these changing times, it is in the best interest of the program and the County to extend the contracts for one more year. This will be the first extension of the contracts for transportation services which is an option spelled out in the original Request for Proposals (RFP). These contracts were originally approved and awarded by the Board of County Commissioners at the June 15, 2020 meeting to B & W Transporting, Incorporated and **Famiks Transport, Inc.** for Fiscal Year 2021. The two companies will continue to provide transportation services to Cumberland County residents for Fiscal Year 2022 in accordance with the existing contract terms.

#### RECOMMENDATION / PROPOSED ACTION

This item was heard at the June 10, 2021 Board of Commissioners' Agenda Session and was moved forward as a Consent Agenda Item at the June 21, 2021 Board of Commissioners' Regular Meeting. Staff recommends approval of the contract extensions for the FY22 budget year.

#### ATTACHMENTS:

Description	Type
FY22 Contract - 5310-BW	Backup Material
FY22 Contract - 5310-FAMIKS	Backup Material
FY22 Contract - AAA General - BW	Backup Material
FY22 Contract - AAA Medical - BW	Backup Material
FY22 Contract - AAA Medical - FAMIKS	Backup Material
FY22 Contract - EDTAP - FAMIKS	Backup Material

FY22 Contract - EMPL - BW  
FY22 Contract - RGP - BW  
FY22 Contract - RGP - FAMIKS

Backup Material  
Backup Material  
Backup Material



STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

AMENDMENT TO SERVICE CONTRACT#2022017  
FISCAL YEAR 2022

This Service Contract by and between the COUNTY OF CUMBERLAND ("COUNTY"), and FAMIKS TRANSPORT, INC. ("Vendor") effective July 1, 2021 – June 30, 2022, is hereby amended as follows:

WHEREAS, the parties entered into the Service Contract for professional services to be provided by Contractor;

NOW THEREFORE, the parties agree to the following amendment to the Service Contract for Fiscal Year 2022:

1. the parties desire to increase the rate per passenger unit of service from TWENTY FOUR DOLLARS AND FIFTY CENTS (\$24.50) to TWENTY FIVE DOLLARS AND FIFTY CENTS (\$25.50) per unit of service; and
2. By this amendment, the total contract amount in Section 3 of the Service Contract shall not exceed SEVEN THOUSAND SIX HUNDRED AND EIGHTY DOLLARS AND ZERO CENTS (\$7,680.00).
3. The remaining terms of the Service Contract for Fiscal Year 2022 shall remain the same and in full force and effect during the term.

IN WITNESS WHEREOF, the parties have executed this Amendment to Service Contract as of the day and year first above written.

ATTEST:

COUNTY OF CUMBERLAND

BY: \_\_\_\_\_  
Candice White / Clerk

BY: \_\_\_\_\_  
Charles Evans, Chair, Board of Commissioners

ATTEST:

FAMIKS TRANSPORT, INC.

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Ebou Sankareh / President

Approved for Legal Sufficiency

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

BY: \_\_\_\_\_  
Rick Moorefield / County Attorney

BY: \_\_\_\_\_  
Vicki Evans / Finance Director

THIS AGREEMENT, hereinafter known as the RURAL TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as FAMIKS).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2021 through June 30, 2022. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, FAMIKS hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

FAMIKS will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. FAMIKS will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. FAMIKS shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by FAMIKS, and delineated on the billing as such. The COUNTY shall not reimburse FAMIKS for no-shows. No-shows and cancellations shall be reported by FAMIKS to the Transportation Program Coordinator by the end of the week.

3. The COUNTY will pay FAMIKS after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SEVEN THOUSAND SIX HUNDRED AND EIGHTY DOLLARS AND ZERO CENTS (\$7,680.00) as approved by the Cumberland County Transportation Advisory Board. FAMIKS is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$7,680.00).

4. FAMIKS shall maintain invoices and trip logs for all work performed under this contract. FAMIKS shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. FAMIKS shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

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

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of FAMIKS for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, FAMIKS shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original FAMIKS invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by FAMIKS for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to FAMIKS promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give FAMIKS fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, FAMIKS must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. FAMIKS shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify FAMIKS of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. FAMIKS must comply with the American with Disabilities Act as amended from time to time. FAMIKS shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. FAMIKS will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

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

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. FAMIKS employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. FAMIKS will be responsible for meeting training requirements on the following subjects:

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

All costs associated with employee training will be the responsibility of FAMIKS. FAMIKS is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. FAMIKS shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. FAMIKS must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. FAMIKS must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

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

FAMIKS shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. FAMIKS shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, FAMIKS is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of FAMIKS. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of FAMIKS. All vehicles used by FAMIKS for the purposes of supplying transportation services for this contract must be owned or leased by FAMIKS. All vehicles must be clearly marked with FAMIKS's name and phone number as to allow passengers to identify the vehicles.

At minimum, FAMIKS is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

FAMIKS shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. FAMIKS shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. FAMIKS shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. FAMIKS shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. FAMIKS shall provide proof of current



registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. FAMIKS shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. FAMIKS shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. FAMIKS and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. FAMIKS will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. FAMIKS shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

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

If any overpayment is uncovered in such an audit, it may be charged against FAMIKS future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice 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 acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

FAMIKS Transport, Inc.  
Ebou Sankareh  
President  
119 Harvest Lane  
Raeford, NC 28376  
(910) 322-1427

Community Transportation Program  
Ifetayo Farrakhan  
Transportation Program Coordinator  
130 Gillespie Street  
Fayetteville, NC 28301  
(910) 678-7624

31. INDEMNIFICATION: FAMIKS shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of FAMIKS or its agents.

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

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Famiks Transport, Inc.

Contract #: 2022017

Amount: \$ 7,680

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

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

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

Candice N. White  
Candice White  
Clerk



COUNTY OF CUMBERLAND

BY: Charles Evans  
Charles Evans  
Chair, Board of Commissioners

ATTEST

BY: Hbah  
Witness

FAMIKS TRANSPORT, INC.

BY: E. Sankareh  
Ebou Sankareh  
President

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

BY: Wilma Evans  
County Finance Director

Approved for Legal Sufficiency  
upon formal execution by all parties

BY: 7/19/21  
County Attorney's Office



**CONTRACT WORKFLOW PROCESS**  
**DEPARTMENT HEAD CERTIFICATION**

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: Planning & Inspections / CTP

Department Head Signature: David B. Moon for Date: 7-19-21

Rawls Howard



DECEMBER 16/21

Contract Check List (Eff. 6/21/21)  
Contract Number: 2022017

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. **Please Note: If the item does not apply to this contract, notate NA in the box.** All incomplete contracts will be returned to the submitting department. Packets must be organized.

Description	✓ or NA
1. <b>Only</b> the vendor's signatures have been obtained. All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, <b>resulting from a formal bid process</b> , require the Board Chairman's signature, after Board approval. The County Manager does not have to sign contracts that require the Chairman's signature.	✓
2. All attachments referenced in the contract language or applicable to the contract are included with the contract. If hyperlinks are included in the contract, the information included on the hyperlink must also be included as a hard copy.	✓
3. There are (3) signed originals. <b>One copy should be single-sided and paper-clipped together, the others stapled.</b>	✓
4. Correct solicitation process was followed, and the bid tabulation sheet or proposals are attached with hard copies. For services following an RFP process, the evaluation summary is included.	✓
5. If \$30,000 or more, the request for quotes/bids/proposals was posted on Vendor Self Service.	✓
6. If project qualifies for Federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached.	✓
7. If the contract is for outside Legal services, the <b>action agenda</b> showing approval is attached. (Board approval is always required for this.)	N/A
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype <b>Computer Equipment</b> box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. <b>This is applicable to all departments, including those with their own IS division.</b>	N/A
9. The contract does not contain an "Indemnity Clause" or if it does, there is a capped amount. If there is a capped amount, a separate requisition is created to encumber this amount <b>Req #</b> . If there is an indemnity clause w/o a capped amount, ask the vendor, by email, if the language can be stricken. Include email with contract packet. *Contact County Legal if uncertain*	N/A
10. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓

**W9's & LEGAL ENTITY NAME REQUIREMENTS**

**\*\*If there is a discrepancy between the W9, Secretary of State page and contract hard copy, contact County Legal to reconcile before sending the contract forward. Contact County Legal for any questions regarding the legal name requirements. There are other special circumstances/legal requirements that may apply to certain contracts. We are unable to determine this in Finance. We are listing below the basic requirements that should be followed.\*\***

11. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: <b>6-1-2021</b>	✓
12. If the W9 is more than one year old a new W9 has been emailed to County Finance (Accounts Payable) to be attached in Munis. <b>*Confirm (in Vendor Inquiry) the new W9 is attached before moving forward*</b>	✓
13. The vendor name listed on the W9 matches exactly to the Secretary of State page (See number 15 & 16 below), including "inc", "llc", etc. <b>**If "incorporated" is not abbreviated on one document, it should not be abbreviated on any of the documents**</b> If the W9 does not match the State page, the vendor will need to submit an updated W9.	✓
14. The name listed on all pages of the contract is the same as the Secretary of State page and W9. This includes "inc", "llc", etc.	✓
15. There is (1) <b>Contractor's Certification</b> form and (1) <b>Request for Finance &amp; Legal Review</b> form attached to the contract hard copies. Only one copy for the entire packet needed.	✓
16. A copy of the screen page from the NC Secretary's (or the State they are registered in) website showing they have an active status. <b>The screen page MUST be attached!</b>	✓
17. There is enough space for the pre-audit and Legal signatures, or a signature page is attached. <b>The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.</b>	✓
18. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). <b>The E-verify memo <u>does</u> have to be signed by the vendor.</b> If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	✓
19. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). <b>The Iran statement <u>does not</u> have to be signed by the vendor.</b>	✓
20. There are tabs identifying all signature pages.	✓
21. Requisition has been entered but not released and has a status of "Allocated". The requisition amount is equal to the contract not to exceed amount. <b>Requisition #: 35</b>	✓
22. Contract Entry in Munis released into workflow. Make sure any attachments in Contract Entry are PDF files. NO Excel/Word/etc. documents that show as a link to be downloaded.	

Contact Name Jeff Smith Certifying accuracy and completion: Department Head RLH



# REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT (EFF. 6/21/21)

The undersigned requests legal review of the contract between Cumberland County and Famiks Transport, Inc.

The undersigned certifies as follows:

**If legal review is not required, indicate the reason below.**

- ☐ 1. The only other party to this contract is a department or agency of the government of the United States or the State of North Carolina.
- ☐ 2. This contract requires the expenditure of not more than \$5,000 in any fiscal year.
- ☒ 3. The county and this contractor or vendor have had this same contract in place for the current and past fiscal years without any dispute and the only change to the existing contract is extending the term and/or increasing the contract amount.

**!!MUST RESPOND!!** Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant) Yes or No? No, If Yes, have federal procurement guidelines been followed?   , a copy of the County's *FEMA Contract Clauses* is attached to each original hard copy   .

**\*\*Completion of the Uniform Guidelines Checklist is advised\*\***

This contract was obtained through the following process

**\*\*Only select an option if process was followed. Backup is required\*\*:**

## Service/Purchase/Construction

   Solicitation of quotes (5,000 – 29,999.99)

## Purchase (Items, Apparatus, Materials)

   Informal bids (30,000 – 89,999.99)

   Formal bids (90,000 and above)

## Service

☒ Informal RFP (30,000 and above)

## Construction

   Informal bid (30,000 – 499,999.99)    Attach Proof of General Contractors License or if not required, explain below.

   Formal bid (500,000 and above)    Attach Proof of General Contractors License or if not required, explain below.

## Engineering/Consulting/Architect

   RFQ (Any amount)

- Does this contract with this vendor also include construction work?    If so, was an RFQ the only bid process followed?
- Please Explain:

**If none of the above, provide justification/explanation:**

**Please complete and initial each item below.**

1. Date contract was approved by BOC (Put NA if Not Applicable) June 21, 2021
2. All statutory requirements applicable to the process were followed.
3. All applicable Cumberland County purchasing and contracting requirements were followed.
4. All applicable documentation required by the Cumberland County Finance Office has been submitted.

Certified by: Ifetayo Farrakhan for the Planning & Inspections/CTP Department of Cumberland County.

Signature: [Signature] Date Submitted: 6-28-2021

## Boxes are for Purchasing Office Only Put NA or Cross Through Where Not Applicable

Completed By (Initial): JF

SAM CHECKED:    IRAN LIST CHECKED   

DOA CHECKED:   

• W9 requirements on checklist met    Name requirements met   

• Requisition or PO checked    Budget code checked    Does the contract qualify as c.o.?    Is the Req. or POM coded to c.o.?    If yes, original budget or budget revision verified?   

• Correct solicitation process followed    If \$30,000 or more, request posted on Vendor Self Service   

• Quotes, bid tabulation or evaluation summary attached in Munis to Contract Entry or included with hard copies   

• Board Agenda attached    If so, actual minutes reviewed    Does the minutes and agenda match the contract (vendor, amount, approvers, etc.)   

• Required signatures verified    Effective date verified   

• Contract includes indemnification language    If yes, there is a capped amount?    If yes, there is a separate requisition encumbering the capped amount?    If no capped amount, there is an email from vendor authorizing to strike out language included with hard copy   

• Memo for approval of meal/food purchase attached   

• Meal/Food amounts in line with GSA   

## Construction Contracts Only:

If required, is the general contractor's license attached?    Is it still valid?   

Is bid bond required?    If yes, is a copy attached with hard copy?   

Is performance payment bond required?    If yes, is a copy included with hard copy?   

Notes:   

## Additional Check for Contract Amendments

• Change in line with original bid process and work?

# CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY (Eff. 6/21/21)

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and Famiks Transport, Inc. as follows:

1. The contractor is  
☐ an individual  
☒ a corporation  
☐ a limited liability company  
☐ a unit of local government  
☐ other: \_\_\_\_\_). (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is P.O. Box 40404, Fayetteville, NC 28309.  
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?  
☒ Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)  
☐ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

5. This contract is made subject to the laws of the State of \_\_\_\_\_.
6. This contract ☐ does ☐ does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may liable under this indemnity is \$ \_\_\_\_\_. (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
7. All obligations incurred by the county under the terms of this contract terminate on the following date: \_\_\_\_\_. (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by Ebou Sankareh for the contractor stated above.

Signature: \_\_\_\_\_

Date Submitted: 7/1/2021



• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

## Business Corporation

### Legal Name

Famiks Transport, Inc.

## Information

**SosId:** 0637561

**Status:** Current-Active ①

**Date Formed:** 7/9/2002

**Citizenship:** Domestic

**Fiscal Month:** December

**Annual Report Due Date:** April 15th

**CurrentAnnual Report Status:**

**Registered Agent:** Sankareh, Ebou

## Addresses

Mailing	Principal Office	Reg Office	Reg Mailing
119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376

## Officers

### President

Ebou Sankareh  
119 Harvest Lane  
Raeford NC 28376

## Stock

**Class:** Common

**Shares:** 10000

**No Par Value:** Yes

---

**ACTION AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE - ROOM 118**  
**JUNE 21, 2021**  
**6:45 PM**

---

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

RECOGNITIONS

Cumberland County Students on Soil and Water Envirothon Achievements

**PUBLIC COMMENT PERIOD**

**REQUESTED CHANGES TO THE AGENDA: REMOVE ITEM 2.P.9. FROM  
CONSENT AGENDA; ADD UNDER ITEMS OF BUSINESS ITEM 4.F.  
DESIGNATION OF VOTING DELEGATE TO 2021 NACO ANNUAL CONFERENCE;  
ADD CLOSED SESSION AS ITEM 7.B. FOR ATTORNEY CLIENT MATTERS  
PURSUANT TO NCGS 143-318.11(A)(3); SUSPEND ITEM 4.E. UNTIL AFTER  
CLOSED SESSION ITEMS 7.A. AND 7.B.**

1. APPROVAL OF AGENDA

**APPROVED WITH CHANGES AS REQUESTED**

2. CONSENT AGENDA

- |                 |                                                                                      |
|-----------------|--------------------------------------------------------------------------------------|
| <b>Approved</b> | A. Approval of May 27, 2021 Special Meeting and June 7, 2021 Regular Meeting Minutes |
| <b>Approved</b> | B. Approval of a Proclamation for Juneteenth Day                                     |
| <b>Approved</b> | C. Approval to Pay Prior Year Invoice and Budget Ordinance Amendment # B210372       |
| <b>Approved</b> | D. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy        |

- Approved**                      2.    Extension of the North Carolina 9-1-1 Board Grant
- Approved**                      3.    FY21 Rural General Public Program (RGP) Contract Amendments for Rides to Vaccination Sites
- Approved**                      4.    Cumberland County Community Transportation 2021 System Safety Plan
- Approved**                      5.    FY22 Community Transportation Services Contract Extensions
- Approved**                      6.    Fayetteville Area Metropolitan Planning Organization (FAMPO) Memorandum of Understanding Update
- Approved**                      7.    Request to Initiate a Preliminary Engineering Report (PER) for the Sewer to the Shaw Heights Community
- Approved**                      8.    Board of Commissioners' Meeting Room Update
9.    Amendment to the Flood Damage Prevention Ordinance

#### **REMOVED FROM AGENDA**

- Approved**                      10.   Judge E. Maurice Braswell Courthouse Switchgear Bid Award and Associated Budget Ordinance Amendment #B210054
- Approved**                      11.   Change Order for LEC Elevator Modernization
- Approved**                      12.   Amendment to the Purchasing Policy
- Approved**                      13.   Request to Increase the Age in the Precharge Misdemeanor Diversion Program
- Approved**                      14.   Interlocal Agreement with City of Fayetteville to Install Sidewalk at North Regional Library



**APPROVE**

- F. Designation of Voting Delegate to 2021 NACo Annual Conference

**CHAIRMAN EVANS DESIGNATED AS VOTING DELEGATE; VICE CHAIRMAN ADAMS DESIGNATED AS ALTERNATE VOTING DELEGATE**

5. **NOMINATIONS**

- A. Jury Commission (1 Vacancy)

**NOMINEE(S): SCOTT FLOWERS**

- B. ABC Board (1 Vacancy)

**NOMINEE(S): HAROLD LEE BOUGHMAN, JR. AND SONYA WASHINGTON EDMONDS**

6. **APPOINTMENTS**

- A. Alliance Health Board of Directors (2 Vacancies)

**APPOINTEE(S): DR. JOHN LESICA, VICKI EVANS**

- B. Cumberland County Local Emergency Planning Committee (6 Vacancies)

**APPOINTEE(S): JARED THOMPSON IN THE PRINT AND BROADCAST MEDIA REPRESENTATIVE CATEGORY; CALEB STOKER IN THE OPERATORS OF FACILITIES REPRESENTATIVE CATEGORY; TROOPER ROBERT RHODES IN THE LAW ENFORCEMENT REPRESENTATIVE CATEGORY; MARC BAKER IN THE EMERGENCY MANAGEMENT REPRESENTATIVE CATEGORY; JANET LARSON IN THE TRANSPORTATION REPRESENTATIVE CATEGORY; AND FIRE CHIEF MIKE HILL IN THE FIRE FIGHTING REPRESENTATIVE CATEGORY**

- C. Transportation Advisory Board (1 Vacancy)

**APPOINTEE: NICOLE WILLINGHAM IN THE SHELTERED WORKSHOP DIRECTOR OR DESIGNEE CATEGORY**

7. **CLOSED SESSION:**

- A. Economic Development Matter(s) Pursuant to NCGS 143.318.11(a)(4)

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

**FOLLOWING CLOSED SESSION, ACTION TAKEN TO AUTHORIZE THE CHAIR OR COUNTY MANAGER TO SEND THE COUNTY'S VOTING INSTRUCTIONS ON THE PERDUE PHARMA L.P., BANKRUPTCY PLAN TO PRIME CLERK IN ACCORDANCE WITH THE RECOMMENDATION OF THE NATIONAL COUNSEL GROUP REPRESENTING THE COUNTY IN THE OPIOID LITIGATION**

**ADJOURN**



## PLANNING AND INSPECTIONS DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 21, 2021

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/12/2021**

**SUBJECT: FY22 COMMUNITY TRANSPORTATION SERVICES CONTRACT EXTENSIONS**

#### **BACKGROUND**

The Board of County Commissioners is being asked to consider extending the existing contracts for service providers for the upcoming Fiscal Year 2022. The Transportation Advisory Board at their last meeting on May 11, 2021 agreed that in these changing times, it is in the best interest of the program and the County to extend the contracts for one more year. This will be the first extension of the contracts for transportation services which is an option spelled out in the original Request for Proposals (RFP). These contracts were originally approved and awarded by the Board of County Commissioners at the June 15, 2020 meeting to B & W Transporting, Incorporated and Famiks Transport, Inc. for Fiscal Year 2021. The two companies will continue to provide transportation services to Cumberland County residents for Fiscal Year 2022 in accordance with the existing contract terms.

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

This item was heard at the June 10, 2021 Board of Commissioners' Agenda Session and was moved forward as a Consent Agenda Item at the June 21, 2021 Board of Commissioners' Regular Meeting. Staff recommends approval of the contract extensions for the FY22 budget year.

#### **ATTACHMENTS:**

Description	Type
FY22 Contract - 5310-BW	Backup Material
FY22 Contract - 5310-FAMIKS	Backup Material
FY22 Contract - AAA General - BW	Backup Material
FY22 Contract - AAA Medical - BW	Backup Material
FY22 Contract - AAA Medical - FAMIKS	Backup Material
FY22 Contract - EDTAP - FAMIKS	Backup Material

FY22 Contract - EMPL - BW

FY22 Contract - RGP - BW

FY22 Contract - RGP - FAMIKS

Backup Material

Backup Material

Backup Material



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/5/2021**

**SUBJECT: REVISED COMMUNITY DEVELOPMENT RENTAL REHABILITATION  
PROGRAM POLICY**

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

**Presenter(s): DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT**

#### **BACKGROUND**

The Community Development Department is revising certain program policies in an effort to achieve the goals and objectives outlined in the 2020 – 2024 Consolidated Plan. The purpose of revising the Rental Rehabilitation Program policy is to achieve the following specific goals:

- Increase affordable rental housing units in the community;
- Increase the interest in the program from local investors / owners; and
- Improve access to affordable housing for special populations (elderly, disabled, homeless, victims of domestic violence, and large families).

The main changes in the policy include the loan terms and targeting special populations. Additional verbiage has been included to further clarify program requirements. The revised policy is attached with the changes highlighted in blue text.

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

Community Development Staff recommend forwarding the revised Rental Rehabilitation Program Policy to the October 18, 2021 Board of Commissioners meeting as a consent item for approval.

**ATTACHMENTS:**

Description

Revised Community Development Rental Rehabilitation Program Policy

Type

Backup Material



## 7. RENTAL REHABILITATION PROGRAM – CDBG

---

### PROGRAM OVERVIEW

#### Purpose

The Rental Rehabilitation Program was developed by Cumberland County Community Development (CCCD) after much consideration of the program goals, characteristics of properties, renters and owners, and the expressed concerns of the citizens through the Citizen Participation process. There are many standard rental housings available in the community but most of these units are not affordable to low-income households. The purpose of the Rental Rehabilitation Program is to allow eligible applicants (investor-owners / landlords) to use CCCD funds to rehabilitate existing units to bring up to quality standards. In return, the applicant would rent these units to low-income households. The following are the goals and criteria established for the program:

- Maintain and/or increase the supply of safe, decent, energy efficient, and affordable rental housing for eligible Cumberland County residents, especially special populations to include elderly, disabled, homeless, victims of domestic violence, and large families;
- Assure that rents remain affordable for the low-income tenants after the rehabilitation of the property;
- Help investors / owners, including those who have low-incomes themselves, make repairs to dilapidated properties; and
- Assure that assisted properties are well maintained after rehabilitation.

Funding for the Rental Rehabilitation Program is provided primarily through the Community Development Block Grant (CDBG) established through the U.S. Department of Housing and Urban Development (HUD). Eligible applicants (Investors / Owners / Landlords) will be able to obtain financial assistance either through a direct loan or through a forgivable deferred loan from CCCD.

The eligible applicant will be required to comply with specific program provisions such as rent and occupancy requirements over the length of an affordability period to ensure that CCCD's objective is met, as well as ensure compliance with federal regulations. The required affordability period can range from five to fifteen years, depending on the amount of CDBG program financing provided to the applicant.

Note: Priority funding will be given to eligible applicants of the owner-occupied housing rehabilitation program.

### PROGRAM ELIGIBILITY

#### Applicant (Investor / Owner / Landlord) Eligibility Criteria

- Applicant must have (or be able to obtain) an ownership interest in the property;
- Proof of ownership will be required in the form of a deed or land contract that is recorded in the office of the County Register of Deeds.
- Eligible applicants of the rental housing may include private individuals, public agencies, or nonprofit organizations.

- All real estate taxes must be paid and charges for all other public services (water and sewer) must be current for the property where improvements are being considered and all other properties owned by the applicant in the County of Cumberland.
- No applicant shall receive assistance if: (1) the owner is in default of a mortgage, contract for deed, or comparable obligation; (2) the owner is currently engaged in bankruptcy proceedings; or (3) there are unsatisfied/uncancelled court judgments filed against the property.
- Applicant will be required to lease to households with incomes at or below 80% of the Area Median Income (AMI).
- Applicant will be required to participate in a two-hour compliance training provided by CCCD staff.

### **Maximum Number of Properties**

Applicants / investors cannot have more than two projects enrolled at one time in the Rental Rehabilitation Program. In addition, applicants / investors will be required to wait at least six (6) months from the closing date of their last CCCD loan to submit another Rental Rehabilitation Program application.

### **Contractor Selection**

CCCD will identify local contractors who have been approved for work under this program. Property owners are also able to select contractors who will be asked to submit proposals for the work. All contractors must be approved by CCCD before they can work on any property where assistance is being provided under this program. Based on the work write-ups, an attempt to secure a minimum of three bids from eligible contractors must be documented in the file. Projects requiring immediate repairs of certain elements of a housing unit in emergency situations, are excepted from this requirement. CCCD staff will make the determination of what is considered an emergency project.

### **Funding Priorities**

Applications for rental rehabilitation shall be accepted at any time during the lifetime of the program, or until all available funds are committed to rehabilitation projects. Applicants who qualify for rental rehabilitation assistance shall be processed and inspected on a "first-come, first-served" basis.

Several factors may affect the order or sequence by which Applicants may receive rental rehabilitation assistance. Applicants shall be notified that the availability of rental rehabilitation assistance depends upon:

- A detailed inspection of the house.
- The types of repairs which are needed and allowable under the program's guidelines.
- The cost of the repairs based on bids.
- The financial and structural feasibility of undertaking a repair job for the house.
- The Applicant's own initiative and diligence in obtaining bids within the allotted 60 days.

Preference will be given to those projects located within a Neighborhood Revitalization Strategy Area (NRSA) or other targeted areas.

## **Loan Rates / Terms**

The Rental Rehabilitation Program consists of the following loan rates and terms:

- Rehabilitation only - repaid over 15 years at 0% interest; or
- Rehabilitation and Acquisition or Refinance – repaid over 15 or 30 years at 0% interest.

## **Financing Options**

The applicant will have two financing options to choose:

Option 1 - Full amortized direct loan: applicant must commit to make the property available to tenants with incomes at or below 80% of the Area Median Income (AMI); or

Option 2 – Full forgivable deferred loan: applicant commits to make the property available exclusively for lease to households with individuals that are:

- Age 62 years or older;
- homeless;
- disabled (mental or physical impairment);
- victims of domestic violence; and/or
- in large families (5 persons or more).

With either loan option, the property must remain on the affordable rental market after rehabilitation is complete and for the duration of the affordability period specified below. The property must be leased at no more than HUD's Section 8 Fair Market Rents. All tenants, including those listed under Option 2 above, must have household incomes that are 80% and below the AMI. All loans will be secured by personal guarantees from all property owners along with Deeds of Trust on the property and Promissory Note to ensure that properties are used as affordable housing for the compliance period. Additionally, early repayment of the loan does not negate the responsibility of the property owner to use the property for affordable, income restricted housing for the full affordability period outlined in these provisions.

## **Minimum and Maximum Loan Amounts**

The minimum level of assistance for the applicant will be \$1,000 per unit to be rehabilitated. Two-to-four-unit properties must have an average minimum of \$1,000 per unit. There are no stated maximum levels of assistance for the applicant of the rental properties described in the applicable federal regulations; however, in order to assure the property is affordable and in line with the intent of the program, **the loan amount cannot exceed 90% of the after-rehab value of the property or \$125,000 for one-unit single family homes, whichever is less.** For two-family units and more, values will be established by the HUD regulations as outlined in Section 203 (b). The property must be such that it can be repaired and meet CCCD combined loan to value underwriting guideline of no more than 90% of the after-rehab value of the property. The level of assistance must be sufficient enough to make the rehabilitation viable and to convince the owner to assume a financial obligation that also restricts long-term rental income and must not create any windfall profit opportunities.

CCCD will make exceptions to the cap established under two conditions:

1. When a home, in addition to the customary rehabilitation expenditures, also includes necessary accessibility improvements to meet the objectives of the Americans with Disabilities Act (ADA).
2. When it is determined that improvements over and above normal improvements are necessary to correct a serious health and/ or safety condition(s). In no case shall the cost of rehabilitation exceed 100% of the Estimated Market Value (EMV), as determined by the County Assessor or a certified professional appraiser, nor shall the rehabilitation cost, when added to the outstanding loan to value, be more than 90% of the EMV, as determined by the County Assessor or a certified professional appraiser.

The owner must be willing and able to pay all rehabilitation costs exceeding 100% of the value with funds not secured by the property.

### **Income and Assets**

Investors will be subject to the same review of their credit history as Owner-Occupants. There are no stated maximum levels of income and/or assets to receive assistance for the Investors of the rental properties as prescribed in the CDBG regulations.

One of the stated goals of this program is to provide decent, affordable housing to low-income individuals and/or families. Without government assistance, many structural improvements would have to be made at market interest rates and terms causing higher rents which would be less affordable for low-income persons.

To provide favorable loan terms and require rent controls and occupancy restrictions is a reasonable approach as designated in Rental Agreements (Exhibit A) and Maintenance Agreements (Exhibit B). Therefore, no income or asset restrictions will be declared for Investors.

### **Underwriting**

For this program to be marketable, it is critical that we understand the investor's financial history as well as that of the property and provide a loan product that will address both the needs of the investor and the citizens of Cumberland County. We must underwrite each property individually. The income and expense statement for the applicant and the property should be carefully analyzed to understand how much debt can be supported. Terms and conditions are negotiable for County approved Community Housing Development Organizations (CHDO's) or [Community-Based Development Organizations \(CBDO's\)](#).

### **Combined Loan to Value Ratios (CLTV)**

The normal CLTV ratio for investor loans is between 70%-80% in the private market. For affordable housing programs, a CLTV of ninety percent (90%) of the after-rehabilitation value is more reasonable. It is more flexible than the market but more stringent than the 100% used in the Owner-Occupied Program. Ninety percent (90%) CLTV will be used for this program. CCCD will either hold the first or second mortgage position. Lower positions will not be considered.

## **Loan Conditions**

Maintenance and Rental Agreements will be required to participate in the Rental Rehabilitation Program. Additional conditions may be placed on the loan; however, all conditions are part of the loan documents that remain in force and will be monitored by [CCCCD staff](#) for the specific term of the loan.

## **Credit History**

Applicants will be responsible for a nonrefundable \$50.00 application fee when presenting their application to help minimize frivolous applications. CCCD will waive the application fee for applicants who are non-profit entities. Applicants will be subject to the same review of their credit history as first-time homebuyers. In the event of loan delay because of the credit history of the applicant, they will be referred to Consumer Credit Counseling to help achieve the needed credit record.

## **Eligible Costs**

CCCCD funds may be used for eligible rental rehabilitation costs outlined in 24 CFR 570.202. A determination of the structural suitability of a house for rehabilitation may be made by the CCCD staff, based on the Housing Rehabilitation Standards established by Community Development. All code violations must be corrected if assistance is provided under this program.

## **Property Eligibility**

- Property must be owned by the applicant;
- Property must be located within Cumberland County;
- Property taxes (including interest, fees and other costs associated with collection) must be current and utility bills paid;
- Adequate insurance must be secured for the property before any work is done under this program;
- Assistance can apply towards single-family and multi-family properties.
- Structure must require rehabilitation, at a minimum cost of \$1,000, of at least one primary system (i.e.: foundation, electrical, plumbing, roof) to resolve code deficiencies;
- Property must comply with HUD's Lead Based Paint rule; and
- Vacant units may be eligible for rehabilitation, provided that upon completion of the rehabilitation, the occupancy requirements are met.

**Mixed-Use Buildings:** A mixed-use building which is partially utilized for commercial purposes and partially utilized for residential purposes may be assisted by the Rental Rehabilitation Program. However, only those improvements which benefit the residential portion of the building can be paid for with CCCD funds. Improvements which benefit the commercial portion of a mixed-use building must be paid for with other funds. In the event a mixed-use building is proposed for rehabilitation, CCCD may seek such additional guidance as may be necessary to administer the program funds.

New construction of multi-family rental housing may be eligible for developers only through the Affordable Housing Development Program.

The following are not eligible for assistance:

- Temporary or movable structures.



- Satellite buildings used primarily for storage.
- Detached garages.
- Other structures which do not meet the test of a principal place of residence.
- Property located in areas identified as having special flood hazards by the Federal Emergency Management Agency will not be eligible unless the owner obtains (and maintains) flood insurance under the National Flood Insurance Program.
- Properties that are in such poor condition that rehabilitation is not a feasible option.

No building shall receive CCCD funds if property taxes or utility bills are delinquent and unpaid. Applicants may apply for the program and have their eligibility determined, but no rehabilitation work shall be placed under contract unless property taxes, (including interest, fees and other costs associated with collection) and utility bills are paid in full as of the most recent billing period.

## **OCCUPANCY AND OTHER PROGRAM REQUIREMENTS**

### **Occupancy Requirements**

CCCD includes rent and occupancy restrictions to ensure that program objectives are met, as well as to ensure compliance with federal regulations. Required rent occupancy restrictions can range from five to fifteen years, depending on the amount of CDBG financing provided and whether the project is a rehab or new construction.

Applicants must have properties occupied within 90 days of the completion of the rehabilitation project. If the rental unit is not occupied by an eligible tenant within 90 days of the completion of the rehabilitation project (documented by the final inspection), the loan will be deemed ineligible and immediately due and payable. The property must be leased and occupied by low-moderate income tenants for a period of no less than the number of years indicated for the type of loan approved and as long as the property is financed by CCCD funds.

### **Rent and Income Restrictions**

Once rehabilitation is complete, each CCCD assisted unit is subject to certain program restrictions:

The after-rehabilitation rents required to effectively support the property, including the additional rehabilitation project debt service, must be made affordable, not to exceed HUD's Fair Market Rents (FMR). The applicant must comply with income, rent control, and maintenance agreement for the entire affordability period.

During the affordability period, each unit must be rented to an eligible lower income tenant with rent (including utilities paid by the tenant) that does not exceed the current applicable HUD's fair market rent limit. The maximum rents are recalculated by HUD on a periodic basis and will be made available to rental project owners/managers.

Owners of CDBG-assisted rental housing must provide information on rents and tenant occupancy annually to CCCD to demonstrate compliance with program requirements through the affordability period.

Each tenant must qualify under the income limits established by the U.S. Department of Housing and Urban Development when the property is approved for assistance. The applicants are not required to meet any income requirements. However, the income of the tenants shall be monitored by the Community Development staff to ensure that the minimum number of households required to meet the low- and moderate-income occupancy standards are met. In addition to the definitions contained in federal regulations, and for the purpose of establishing eligibility for housing rehabilitation assistance under the Rental Rehabilitation Program, Annual Income, as defined in 24 CFR Part 5 and periodically updated, shall be projected forward for the next 12 months.

### **Affordability Period**

<b>Amount of Assistance Per Unit</b>	<b>Minimum period of affordability in years</b>
Less than \$15,000	5
\$15,000 to \$40,000	10
More than \$40,000 or refinancing or acquisition, rehabilitation, and reconstruction	15

CCCD will not restrict the income of the owners of the investment property and will allow varying forms of ownerships, including individuals, partnerships and corporations. However, tenants must be at or below 80% of the median income as defined by the U.S. Department of Housing and Urban Development (HUD).

### **Lease Requirements**

A lease must be executed between the property owner and the tenant for all Rental Rehabilitation Program assisted units for a period of not less than one year, unless a lesser period is mutually agreed upon in writing by the property owner and tenant. Specific provisions that may not be included in the lease are:

- (1) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- (2) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- (3) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- (5) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- (6) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;

(7) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

(8) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and

(9) Mandatory supportive services. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

To terminate tenancy, the owner must comply with all applicable federal, state, and local laws.

## **REHABILITATION STANDARDS**

At a minimum, all rehabilitation work must comply with applicable federal, state and local housing standards, zoning ordinances, and existing housing codes related to health and safety, lead-based paint requirements, and cost-effective energy conservation measures.

## **INELIGIBLE ACTIVITIES**

The proposed rehabilitation must not cause the displacement of low- and moderate-income persons, either physically or financially. If displacement does occur, the property owner will be required to provide relocation benefits as required by the Uniform Relocation Act to displaced tenants.

### **Rehabilitation of Occupied Units - Tenant Assistance Policy**

Applicants are cautioned that any existing tenants must be given the opportunity to remain in the project under reasonable terms and conditions including a rent that is considered affordable based on their household income. If units are occupied at the time of application submission, CCCD staff will interview tenants to see if they and/or the project qualify for assistance based on the eligibility criteria and based on availability. If neither the project or the existing tenants qualify or permanent relocation is required, the project will not be eligible for funding. If the extent of the rehabilitation requires temporary relocation of tenants, the applicant will be required to provide tenants with sufficient assistance to ensure that any temporary move is made at no cost to the tenants. CCCD funds may be used to pay for the costs to relocate the tenants. Rehabilitation of occupied units will only be considered if the extent of the rehabilitation does not require permanent relocation of existing tenants.

## **GENERAL PROGRAM REQUIREMENTS**

### **Compliance and Monitoring**

- At least annually, CCCD staff will monitor Rental Rehabilitation Program projects for compliance with program requirements and written agreements.
- Onsite inspections for compliance with housing quality standards will be made once during the first year and at least once every third year thereafter during the period of affordability.

- The owner remains responsible for submitting annually all rent and utility allowances, all initial tenant income information, and annual tenant income recertifications to CCCD staff for review.
- Total tenant household income must not exceed income limits at 80% AMI or below, adjusted for family size. HUD Income guidelines must be met annually and verified through the submission of a copy of tenant's income.
- Property Taxes must remain current and replacement cost insurance must be in force for the full affordability period showing the County as additional insured.

Compliance for these items will be handled through CCCD office. Noncompliance with program requirements or written agreements will result in default of CCCD financing, and the balance(s) of any CCCD provided financing will become immediately due and payable.

### **Affirmative Marketing**

The owner must affirmatively market vacant units and assisted units which become vacated during the required affordability period. The owner shall ensure that all units are marketed in a manner to affirmatively further fair housing practices. The owner also agrees not to discriminate against tenants solely because they receive rental subsidy assistance or are qualified to receive such assistance.

At a minimum, the property owner must market their properties using advertising mediums where the target population are most likely to access including, but not limited to SocialServe ([www.socialserve.com](http://www.socialserve.com)) and collaborate with providers within the local Continuum of Care (CoC) on Homelessness and other entities that serve the target population. The property owner shall notify the CoC Coordinate Entry Staff and update SocialServe immediately when it is known that a vacancy will occur.

### **Environmental Review**

Community Development staff shall determine the location of each assisted unit in relation to any floodplains as identified by a Flood Insurance Rate Map (FIRM) and, should a building be located in such a floodplain, take such actions as are required by federal regulations.

All rental rehabilitation projects must comply with environmental review requirements of the financing source used. An environmental review must be completed by CCCD prior to execution of a contract between the County and the property owner.

### **Davis-Bacon**

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on certain construction projects in excess of \$2,000 that involve federal funding, such as CDBG.

Rental rehabilitation projects with seven units or less do not trigger Davis-Bacon wages. Davis-Bacon wages apply to all rental rehabilitation projects with eight or more units. Commercial rehabilitation activities, such as roof repair or fire separation upgrades, that take place in the building during the rental rehabilitation project will trigger Davis-Bacon wages for all investment activities.

## **Other Regulatory Requirements**

Any applicant receiving funds to rehabilitate properties through this program will also be required to abide by the following laws and regulations pertaining to the following:

- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)
- The Fair Housing Act (42 U.S.C. 3601-3620)
- Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259)
- Age Discrimination Act of 1975, as amended (42 U.S.C. 6101)
- American with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)
- Section 504 of the Rehabilitation Act of 1973
- Violence Against Women Act (VAWA) of 2013
- Conflict of Interest – 24 CFR Part 570.611

## **Access to Records**

CCCD and the property owner will be required to provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and confidentiality.

## **Record Retention**

The owner shall maintain all records needed to document compliance with the agreement for at least five years after completion of the minimum affordability period.

## **Debarment and Suspension**

CCCD must not make any award or contract to any entity which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

## **REFERENCES:**

- CDBG Regulations - 24 CFR Part 570
- HOME and CDBG Guidebook: <https://files.hudexchange.info/resources/documents/HOME-CDBGGuidebook.pdf>
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - 2 CFR Part 200



## EXHIBIT A

### RENTAL AGREEMENT

A condition of the loan will be an agreement between the Investor / Owner and Cumberland County Community Development (CCCD) and the ongoing compliance with this Agreement to abide by the following restrictions:

- Rent all units assisted with CCCD funding to persons with income at or below 80% of median income, as determined by the [U.S. Department of Housing and Urban Development \(HUD\)](#). This applies to all existing tenants and tenants signing leases for the first time.
- [Rents for all units assisted with CCCD funding will be made affordable not to exceed HUD's Fair Market Rents \(FMR\)](#). In the case of existing in-place tenants, you may not charge rents higher than the rent in effect prior to the rehabilitation, except that current rents may be increased in future years to the housing Consumer Price Index (not to exceed FMR) and current tenants who receive Section 8 assistance during their tenancy may be charged the FMR.
- [All units must remain as affordable rental housing for eligible lower income tenants during the duration of the applicable affordability period per program rules and regulations.](#)
- Units occupied by existing tenants who are over 80% [of the area median income](#) may not be assisted with CCCD funding, however, no tenants may be asked to move or otherwise be displaced as a result of using CCCD funding. [Both the project and the tenants must meet eligibility requirements.](#)
- Tenants who are initially income-eligible may not be displaced or have their rent raised above the allowable rents, even if their income rises above the income eligibility limits during their tenancy.
- [Owner agrees to annually provide CCCD copies of executed lease agreement\(s\), tenant\(s\) income certification / recertification, rent charged, and utility allowance for each unit during the affordability period.](#)

\_\_\_\_\_  
Investor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## EXHIBIT B

### MAINTENANCE AGREEMENT

The Investor / Owner agrees to abide by the following maintenance items during the affordability period:

Maintain all units assisted by this program in compliance with the Section 8 Housing Quality Standards established by the U.S. Department of Housing and Urban Development (HUD) and local minimum standards. Copies of these standards are available at the Cumberland County Community Development (CCCD) Office.

Participate in the [initial and annual inspections](#) by CCCD selected inspectors, allowing free and timely access to all units and connecting properties.

If at any time there is found noncompliance with the conditions set forth during an initial and annual inspection, or upon failure of the Investor / Owner to provide timely access, CCCD will issue a Notification of Noncompliance listing in detail the required maintenance and repair items. The owner will have 45 days to bring the property into compliance. If compliance is not achieved within the 45 days, the loan immediately becomes due and payable and the owner is subject to a \$50 a day fine, regardless of whether the loan is paid in full or the property foreclosed. When, prior to the end of the 45 day notice period, the owner submits a written appeal and supporting documentation, CCCD may at its own discretion, issue a waiver for that owner for a specified, limited amount of time. The owner must, at a minimum, either show evidence of a good faith effort to achieve compliance and a plan for achieving compliance, or demonstrate that compliance is neither feasible nor necessary to maintain health and safety. The final decision as to feasibility or necessity to maintain health and safety will be made by CCCD. If the property is still in noncompliance, then CCCD will follow the process to recapture the funds provided to the Investor / Owner.

---

Investor / Owner

---

Date

---

Witness

---

Date



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/4/2021**

**SUBJECT: ORGCODE CONSULTING, INC. PROPOSAL FOR A HOMELESSNESS STRATEGIC PLAN**

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

**Presenter(s): DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT**

#### **BACKGROUND**

Through a Request for Proposal process, Cumberland County selected OrgCode Consulting, Inc. to develop a Three-Year Homelessness Strategic Plan. At the August 2, 2021 Board of Commissioners' meeting, Ms. Cindy Crain from OrgCode Consulting, Inc. presented the Homelessness Strategic Plan. The structure of the plan outlined the following:

- four major impact areas to address;
- objectives for addressing the impact areas;
- leading voices to advocate on behalf of the homeless; and
- recommended actions steps to be completed by the leaders and the community.

At the September 20, 2021 Board of Commissioners Meeting, the Board approved the consent item for County staff to proceed with engaging OrgCode Consulting, Inc. to develop a scope of work detailing an implementation plan for recommendations from the Homeless Strategic Plan and present the proposal at the October Agenda Session meeting.

Funding is available within the Community Development budget to begin implementation of the recommendations identified in the Homeless Study.

## **RECOMMENDATION / PROPOSED ACTION**

County staff recommend that the proposed action below be placed on the October 18, 2021 Board of Commissioners agenda as a consent item:

- Approve the proposed service offer submitted by OrgCode Consulting, Inc. in the amount not to exceed \$30,500.

## **ATTACHMENTS:**

Description	Type
OrgCode Consulting, Inc. Proposal for a Homelessness Strategic Plan	Backup Material

# SERVICE OFFER

## Implementation of the 2021-2024 Cumberland County Homelessness Strategic Plan

*October 6, 2021*

Proposal submitted by:

**OrgCode Consulting, Inc.**

610 Ford Drive, Suite 247

Oakville, ON L6J 7W4

T: 416-698-9700

T: 800-355-0420

E: [info@orgcode.com](mailto:info@orgcode.com)

F: 416-352-1498

[www.orgcode.com](http://www.orgcode.com)

Contact:

**Cindy J. Crain**

**Senior Associate**

817-991-9127

[ccrain@orgcode.com](mailto:ccrain@orgcode.com)





OrgCode Consulting, Inc. is pleased to submit a service offer to Cumberland County in response to your request to complete the following assignment:

## **Background on Our Understanding of Your Needs**

OrgCode Consulting, Inc. served as the facilitating consultant in the development of the Cumberland County three year Homelessness Strategic Plan. With the initial plan laid out and reviewed by both the Cumberland County Board of Commissioners as well as the Cumberland County Continuum of Care, the community is in need of assistance in moving from planning to implementation of the strategic plan.

To be successful in this work, OrgCode would need the commitment and involvement of local leadership to partner in our efforts to begin the process and assure that upon completion the community will be well organized to proceed in sustaining the implementation of the strategic plan moving forward.

## **Proposed Work Plan**

### ***Phase 1: Organization of Community Implementation of the Strategic Plan***

#### **A. Define Leadership, Taskforce and Working Groups**

OrgCode will conduct a series of discussions with key stakeholders and the CoC to determine a leadership and decision making structure organized around impact areas as well as the over all plan. These discussions will be specific to naming leadership and assigning commitments and responsibilities.

The working groups and taskforces developed will be organized around leading voices within each impact areas, objectives and action steps established in the Strategic Plan.

#### **B. Develop One-Year Work Plan**

Upon completion of defining leadership, with direct facilitation by OrgCode, the individual groups will be tasked, with fully clarifying and prioritizing objectives and action steps within each impact area. This will include developing specific project planning, assignments of responsibilities, named tasks, projected timeline and methodology for reporting.

OrgCode would organize a five day site visit to conduct the individual impact area strategy sessions with individual working groups/leadership. These five strategy sessions would be approximately 4-hours in length. These strategy sessions will form the basis of the comprehensive work plans.

The Strategic Plan Leadership Group will focus on overall planning, commitments, scheduling resourcing, communication, and reporting needs. Impact area work groups will focus specifically on the plan objectives.

Locations and public health accommodations will need to be coordinated with the assistance of the Cumberland County Community Development team. The Five workgroups would include.

1. Strategic Plan Leadership Group – This group would represent the county, city, the Continuum of Care, and other identified local leaders related to housing, employment, health care and private sector interested stakeholders. They will guide, manage and review overall progress of the entire plan. They will be individuals with influence in the community on resources, policy and system design.

2. Access to Assistance Work Group – This group would represent the county, city, the Continuum of Care and leading voices with operational expertise on Coordinated Entry, HMIS, Emergency Shelters and Day Services, Street Outreach and possibly other emergency services such as school district homeless liaisons, law enforcement, health care emergency departments.

3. Permanent Housing Work Group – This group would represent the county, city, the Continuum of Care and leading voices with operational expertise related to public housing authorities, affordable housing, transitional and permanent supportive housing providers, and private sector multi-family housing or landlords.

4. Wellness & Opportunity Work Group – This group would represent the county, city, the Continuum of Care, Coordinated Entry, Emergency Shelters and Day Services and leading voices in employment services, education and training, and health care (including behavioral health, mental health, public health).

5. Community Investment Work Group – This group would represent the county, city, the Continuum of Care, major philanthropic entities and foundations, United Way, volunteer organizers. They will be individuals with leadership and influence in establishing community funding priorities.

## ***Phase 2: Quarter 1 Implementation***

### **A. Work Groups Start-Up & Facilitation**

With leadership and work plans in place, OrgCode will work with each of the Work Groups in working the individual project plans. OrgCode will assist with the structure of meetings, recording work, processing challenges and problems and assisting with identification of opportunities.

This work will be primarily done through Zoom meetings: approximately one meeting per month per group and one meeting per month with group chairs (30 meetings)

## **B. Quarter 1 Report Out**

After no more than three months of Work Group facilitation, Strategic Plan and Work Group leadership will come together for an all-hands round table to report out on work accomplished. The agenda of this session will include at minimum:

1. Report out by each Work Group
2. Facilitated discussion of work accomplished, challenges, opportunities moving forward
3. Thoughtful examination of the next three quarters of work plans

This meeting will include a two day site visit by OrgCode to facilitate the sessions and have a debriefing with County staff.

## ***Phase 3: Hand Off to Local Leadership***

### **A. Quarter 1 Formal Reporting**

At this phase, OrgCode will prepare for County leadership the work completed in the first quarter of work group action. Where needed, we will provide any recommendations to improve or maintain Strategic Plan implementation success moving forward. This report out will be coordinated with the Strategic Plan Leadership work group.

## **Budget**

The following table provides an overview of the duties, timelines, staffing and costs related to completing the project.

<i><b>Tasks/Phase</b></i>	<i><b>Time Line</b></i>	<i><b>Team Members</b></i>	<i><b>Cost</b></i>
<b>Phase 1: Organization of Community Implementation of the Strategic Plan</b>			
<ul style="list-style-type: none"><li>- Multiple Zoom Meetings</li><li>- On-site work week (including travel)</li><li>- Impact Area Work Plans</li></ul>	Jan – Feb 2022	Cindy Crain Iain De Jong	\$10,750
<b>Phase 2: Quarter 1 Implementation</b>			
<ul style="list-style-type: none"><li>- Multiple Zoom Meetings (approx. 60)</li><li>- On-Site work session</li></ul>	March – May 2022	Cindy Crain	\$16,750

- Debriefing		Iain De Jong	
<b>Phase 3: Hand Off to Local Leadership</b>			
<ul style="list-style-type: none"> <li>- Compiling and producing County Quarter 1 report</li> <li>- Briefing to Community Development</li> </ul>	June 2022	Cindy Crain	\$3,000
		<b>TOTAL</b>	<b>\$30,500</b>



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JERMAINE WALKER, COUNTY ENGINEER**

**DATE: 10/6/2021**

**SUBJECT: CREECH AND ASSOCIATES' PROPOSAL FOR A SPACE NEEDS ANALYSIS AND FACILITIES MASTER PLAN**

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

**Presenter(s): JERMAINE WALKER, COUNTY ENGINEER**

#### **BACKGROUND**

On May 3, 2021, Cumberland County advertised a Request for Qualifications for a General Government Services Building Space Utilization and Site Analysis study. The Study would examine current usage within the Judge E. Maurice Braswell Cumberland County Courthouse (JEMB Courthouse), the Cumberland County Historic Courthouse, and 109 Bradford Avenue to determine the space needs for the departments that are currently housed in these facilities and which departments currently under the direction of the County Manager could be relocated to a future General Government Services Building.

During the August 10, 2021, Board of Commissioners' Agenda Session, the Board of Commissions accepted the selection of Creech and Associates as the preferred choice to conduct the General Services Building Space Utilization and Site Analysis Study and granted permission to enter into negotiations for a refined scope and final price at which time Staff would present to the Board for approval.

Attached is Creech and Associates' proposal for design services to complete a comprehensive space needs analysis and facility master plan for the prescribed departments within Cumberland County government. The intent is to analyze current utilization of existing facilities, determine current and future needs for space, and generate a master plan to address deficiencies of the 24 departments identified in the study. The facilities included in this assessment are the Judge E. Maurice Braswell Courthouse, Historic Courthouse, Bradford Building (109 Bradford Ave), Spainhour Building(223 Hull Rd.) and the Winding Creek Annex (707 Executive



Place).

The purpose of this analysis will be to create a Facilities Master Plan that incorporates the future design and construction of a new General Government Services Building and select renovations to the other facilities with the results providing a recommendation on the size and location of the new General Government Services Building.

The cost of the study which incorporates a facilities condition assessment, spaced needs analysis and facilities master plan is \$331,500. The estimated length to complete the study is 8 months and Staff will provide periodic updates to the Board of Commissioners during this process.

The Board previously approved funding in the Capital Investment Fund for this study.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends the following action be placed on the October 18, 2021 Board of Commissioner's Agenda as a consent item:

Accept Creech and Associates' proposal to conduct the General Services Building Space Utilization and Site Analysis Study.

**ATTACHMENTS:**

Description

Creech and Associates Proposal

Type

Backup Material

September 20, 2021

Mr. Jermaine Walker  
Director of Engineering and Infrastructure  
Cumberland County Government  
130 Gillespie St, Suite 214  
Fayetteville, NC 28301

**Re: General Government Services Building Space Utilization and Site Analysis Study**

Mr. Walker:

**Creech & Associates, PLLC** is pleased to present you with a proposal for design services to complete a comprehensive space needs analysis and facility master plan for the prescribed departments within Cumberland County government. The following is a general understanding of the project scope:

- The intent is to analyze current utilization of existing facilities, determine current and future needs for space, and generate a master plan to address deficiencies of the departments identified in Attachment A and the facilities identified in Attachment B.
- The purpose of this analysis will be to create a Facilities Master Plan that incorporates the future design and construction of a new General Government Services Building and select renovations to the other facilities.
- The study will provide a recommendation on the size and location of the new General Government Services Building.
- The process is estimated to encompass 8 months and is scheduled to commence in October 2021. The starting date is pending the completed contract approval by the county.

The fee is structured around the nine (9) tasks identified in our proposal and listed below. The final deliverable will be an 8.5 x 11 formatted electronic document that provides a comprehensive summary of each task and the relative findings and conclusions. A breakdown of the deliverables by task and their associated fees are as follows:

**Task 1: Project Startup and Kickoff Meeting with Advisory Committee**

- A. Coordinate project scope and schedule with the Advisory Committee
- B. Receive from the county various data required and requested to initiate the study: organizational charts, CAD files, any facility condition studies, and drawings of existing facilities.
- C. Discuss pre-pandemic and post-pandemic adaptations to space standards
- D. Initiate project ShareFile site for data transfer
- E. Kickoff meeting with the Advisory Committee to identify goals (*Meeting I*)

## FACILITIES CONDITION ASSESSMENT

### Task 2: Facility Documentation and Assessment

- A. Utilize County provided drawings of each facility where available as a base to conduct site visits as needed to field verify current conditions for the 5 facilities listed in Attachment B.

## SPACE NEEDS ASSESSMENT

### Task 3: Profile Departments & Conduct Staff Interviews

- A. Create and distribute survey document to department heads
- B. Organize and analyze survey results
- C. Interview the department heads for the 24 department groups listed in Attachment A
- D. Document each department's current footprint within the building(s) utilizing county provided floor plans as a base

### Task 4: Forecast Future Personnel

- A. Analyze data from alternate sources including the county database that contain growth indicators applicable to staff growth benchmarking
- B. Create tables that compare multiple growth metrics
- C. Utilize the selected forecasting metric to illustrate growing space needs in five-year increments for the next twenty years
- D. Apply the growth logic to support spaces and offices or expansion strategies

### Task 5: Facilities Space and Infrastructure Needs

- A. Compare the current space utilization with the current needs from the surveys and interviews.
- B. Analyze overage and shortage of areas within current facilities and opportunities for improved efficiency
- C. Create a list of spaces for each department that accounts for current staff and future projections including support spaces
- D. Vet the initial programs with each department head or representative
- E. Incorporate new staff operational models implemented during the pandemic planned to continue that implicate the need for space
- F. Meet with the Advisory Committee to review and approve direction (*Meeting II*)

## FACILITIES MASTER PLAN

### Task 6: Facilities Master Planning

- A. Prepare a maximum of 2 options in a combination of narrative and graphic formats for a facilities master plan to address the assessed needs defined in the earlier tasks.
- B. Facility master plans will be achieved through a combination of renovations to existing buildings and new construction. Concepts to incorporate ideas on improving county facilities to promote programmatic needs and quality of life for residents.

- C. Identify modifications to existing sites including parking, vehicular and pedestrian circulation.
- D. Identify potential new sites for development and related opportunities and challenges.
- E. Each option to incorporate the facilities identified in Attachment B and a new General Government Services Building.
- F. Present an update to the County Manager (*only meeting of this type*)

#### **Task 7: Capital Cost Estimation and Implementation Plan**

- A. Coordinate with estimator to provide current cost per sf information to inform the estimate for each of the 3 options with line items for renovation, new construction, and site improvements as required for each project
- B. Discuss and identify available funding and revenue sources to assign priority and phasing
- C. Phasing strategies to consider the physical needs derived from the facility assessment and some form of the county priority system.
- D. Meet with the Advisory Committee to review and select the master plan option for further development (*Meeting III*)
- E. Present an update to County Commissioners (*Council Meeting I*)

#### **Task 8: Development of Deliverables**

- A. Refine the selected master plan option as necessary to align with review comments, funding strategies, and capital budgets
- B. Develop a precedent study to identify the desired aesthetic for an attractive new facility that is compatible with the surrounding built environment
- C. Create a sustainable design matrix that identifies budget appropriate options and the associated green building certifications
- D. Review potential environmental conditions to verify site development feasibility, including hazards (ex: flooding), subsurface conditions, and utility availability
- E. Develop a conceptual level site plan, floor plans, elevations, and one (1) three-dimensional illustration of the new General Government Services Building indicating existing and proposed buildings and site amenities in context

#### **Task 9: Final Report**

- A. Compile an 8.5 x 11 format final report to document the study
- B. Document the entire process from the kick-off meeting to the final recommendations
- C. Organize all raw data into a clear format accompanied by charts, photographs, diagrams, executive summaries, and other supporting information
- D. Modify report based on owner feedback and suggestions on final draft
- E. Quality Control review of entire document
- F. Present the final report to the Advisory Committee (*Meeting IV*)
- G. Present the final report to the County Commissioners (*Council Meeting II*)
- H. Prepare and submit electronic copy of final report
- I. Prepare and submit two (2) bound hard copies of the final report
- J. Ongoing support from the team at Creech & Associates after conclusion of the project

A breakdown of lump sum fees by each major category is as follows:

• Facilities Condition Assessment	\$30,725.00
• Space Needs Analysis	\$142,720.00
• Facilities Master Planning	\$158,055.00
<hr/>	
• <b>Total</b>	<b>\$331,500.00</b>

The Advisory Committee will be established by County leadership and will include key personnel to provide oversight and guide the study. There will be a total of four (4) meetings with the Advisory Committee included in this scope, in addition to the interview schedule. There will be a total of one (1) presentation to the County Manager, one (1) presentation to the County Commissioners for the final report, and one (1) presentation to update the County Commissioners during the study. A recurring conference call or net meeting will be established twice monthly to maintain open communications throughout the study.

All reimbursable expenses are included in the base fee with the condition that all deliverables will be submitted in electronic format and no hard copies will be required, except for the 2 bound hard copies identified in Task 9-I. Any additions to the scope of work outlined in this proposal, including but not limited to site visits, presentations, deliverables, etc. will be considered an additional service and will be billed hourly per the rates in Attachment C. All additional services must be authorized in writing prior to commencing work.

Creech & Associates appreciates the opportunity to serve Cumberland County. If you have any questions, please feel free to contact us.

Yours truly:

*Creech and Associates, PLLC*



Brent J. Green, LEED AP  
Partner

The foregoing contract with Creech & Associates, PLLC. is accepted:

\_\_\_\_\_  
Print (Type) Individual Firm or Corporation Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print (Type) Name of Authorized Representative and Title



## **ATTACHMENT A**

List of 24 departments to be included in the Space Needs Assessment and Facilities Master Planning scope of work:

- |                                 |                                                                        |
|---------------------------------|------------------------------------------------------------------------|
| 1. County Administration        | 15. District Attorney                                                  |
| 2. Superior District Courts     | 16. Legal                                                              |
| 3. Human Resources              | 17. Finance                                                            |
| 4. Probation                    | 18. Tax                                                                |
| 5. Register of Deeds            | 19. Engineering                                                        |
| 6. County Clerk                 | 20. Planning & Inspections                                             |
| 7. Clerk of Courts              | 21. Environmental Health                                               |
| 8. Information Services         | 22. FAMPO (Fayetteville Area<br>Metropolitan Planning<br>Organization) |
| 9. County Commissioners         | 23. Child Support                                                      |
| 10. Bailiffs and Court Security | 24. Community Development                                              |
| 11. Custodial Services          |                                                                        |
| 12. Magistrates                 |                                                                        |
| 13. Guardian Ad Litem           |                                                                        |
| 14. Public Defender             |                                                                        |

## ATTACHMENT B

List of 5 facilities to be included in the Facilities Master Planning scope of work:

	<b>BUILDING NAME</b>	<b>ADDRESS</b>	<b>AREA (SF)</b>
1.	Courthouse	117 Dick Street	320,316
2.	Historic Courthouse	130 Gillespie Street	39,485
3.	Child Support Services	109 Bradford Avenue	58,166
4.	Easter Seals Facility (F.K.A.)	233 Hull Road	12,500
5.	Winding Creek Annex	707 Executive Place	6,161
	<b>TOTAL STUDY AREA</b>		<b>436,628</b>

## **ATTACHMENT C**

### **2021 Hourly Rates**

#### **CREECH & ASSOCIATES**

Principal	\$225.00
Senior Associate	\$190.00
Associate/Project Manager	\$180.00
Project Architect/ Lead Designer	\$170.00
Construction Administration	\$160.00
Designer	\$155.00
Interior Designer	\$140.00
CAD/Technical	\$135.00
Administrative	\$75.00

DEWBERRY ENGINEERS INC.

PROFESSIONAL

Principal	\$315.00
Architect I, II, III	\$95.00, \$110.00, \$125.00
Architect IV, V, VI	\$140.00, \$160.00, \$180.00
Architect VII, VIII, IX	\$195.00, \$215.00, \$235.00
Interior Designer I, II, III, IV	\$90.00, \$105.00, \$120.00, \$150.00
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$255.00
Professional I, II, III	\$95.00, \$115.00, \$135.00
Professional IV, V, VI	\$155.00, \$170.00, \$185.00
Professional VII, VIII, IX	\$200.00, \$225.00, \$245.00

TECHNICAL

Geographer/GIS I, II, III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV, V, VI	\$130.00, \$145.00, \$160.00
Geographer/GIS VII, VIII, IX	\$185.00, \$210.00, \$250.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
CADD Technician I, II, III, IV	\$75.00, \$92.00, \$110.00, \$135.00
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$175.00, \$205.00
Technical I, II, III	\$80.00, \$95.00, \$110.00
Technical IV, V, VI	\$120.00, \$130.00, \$150.00

CONSTRUCTION

Construction Professional I, II, III	\$120.00, \$145.00, \$170.00
Construction Professional IV, V, VI	\$185.00, \$215.00, \$245.00
Inspector I, II, III	\$80.00, \$105.00, \$125.00
Inspector IV, V, VI	\$140.00, \$155.00, \$175.00

ADMINISTRATION

Admin Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

## STEWART

### STRUCTURAL

Structural Administrative Assistant	\$65.00
Construction Administration Project Engineer	\$150.00
Construction Administrator I	\$110.00
Construction Administrator II	\$115.00
Structural BIM Designer I	\$90.00
Structural BIM Designer II	\$100.00
Structural BIM Designer III	\$130.00
Structural Engineering Intern	\$105.00
Structural Project Engineer I	\$125.00
Structural Project Engineer II	\$135.00
Structural Senior Project Engineer	\$155.00
Structural Project Manager	\$160.00
Structural Senior Project Manager	\$170.00
Assistant Manager, Structural Engineering	\$180.00
Manager, Structural Engineering	\$200.00
Expert Testimony	\$300.00
Principal in Charge	\$200.00
Practice Leader, Structures	\$260.00

### REIMBURSABLE EXPENSES

Plotted Base Paper	\$5.00/sheet
Plotted Base Vellum	\$7.50/sheet
Plotted Base Mylars	\$14.00/sheet
Plotted Base Paper, Colored	\$10.00/sf
Photocopies, 8 1/2x11	\$0.20/sheet
Photocopies, 11x17	\$0.40/sheet
Mileage	\$0.565/mile
Telephone/Courier	As Incurred
Photocopies, Double-sided	\$0.40/sheet
Color Photocopies, 8 1/2x11	\$1.00/sheet
Color Photocopies, 11x17	\$3.00/sheet
Card Stock, Color	\$2.25/sheet
Fax, Local	\$0.50/sheet
Fax, Long Distance	\$0.75/sheet



## STEWART

### CIVIL

Student Intern	\$ 50.00
Associate Business Analyst	\$ 70.00
CAD Technician	\$ 90.00
Project CAD Technician	\$ 95.00
Designer, Civil Engineering	\$ 95.00
Civil Engineering Intern	\$100.00
Designer, Landscape Architecture	\$ 95.00
CAD Leader	\$100.00
Project Designer, Civil Engineering	\$105.00
Project Designer, Landscape Architecture	\$105.00
Project Civil Engineer	\$120.00
Project Landscape Architect	\$115.00
Project Manager	\$140.00
Associate Director of Design	\$150.00
Technical Leader, Civil Engineering	\$150.00
Technical Director, Landscape Architecture	\$150.00
Project Mgr and Market Lead, Community Spaces	\$160.00
Senior Project Manager	\$165.00
Director, Civil Engineering	\$190.00
Studio Leader	\$190.00
Managing Studio Leader	\$195.00-\$200.00
Practice Leader	\$205.00



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021  
AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/7/2021**

**SUBJECT: DISCUSSION OF AUGUST 16, 2021 ACTION REGARDING HISTORIC  
COURTHOUSE (MOVED FROM SEPTEMBER AGENDA SESSION)**

**Requested by: ITEM WAS MOVED FORWARD FROM SEPTEMBER AGENDA  
SESSION**

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

**BACKGROUND**

**August 10, 2021 Agenda Session**

The County Engineer presented a proposal from the Wooten Company to complete an expanded scope of work, determining the additional costs associated with renovations at the Historic Courthouse. At that meeting Chairman Evans asked that this item and the RFQ for the general government services building be presented and discussed at the same time. After much discussion, a motion was made to cease consideration of consultant services for Historic Courthouse renovations and to approve the RFQ for consultant services for a general government services building. That motion passed with a vote of five to one.

**August 16, 2021 Board of County Commissioner's Meeting**

The item was moved forward from the August 10 Agenda Session for consideration. A motion was made to proceed with the renovation of the Historic Courthouse provided that all of the funding be from ARP funds not to exceed \$3M, to make it ADA compatible and with Covid restrictions and social distancing for the public. That motion passed with a vote of four to three.

**September 9, 2021 Agenda Session**

Commissioner Evans placed an item on this agenda session to discuss the August 16, 2021 actions regarding the Historic Courthouse. After much discussion, Commissioner Adams made a motion to table this to the

October meeting.

The County has been considering a General Government Services Building which will centralize services and enhance the customer service experience for our citizens. This first step in this process is the Building Utilization Study. The Historic Courthouse and the departments housed in that facility are included in this comprehensive review.

**RECOMMENDATION / PROPOSED ACTION**

County Management recommends suspending consideration of renovating the Historic Courthouse pending the completion and the findings of the Building Utilization Study.



## **FINANCE OFFICE**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 10/5/2021**

**SUBJECT: REQUEST TO CONSIDER CONTRACTS AT REGULAR BOARD OF  
COMMISSIONERS' MEETINGS**

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

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

#### **BACKGROUND**

The County's contract approval process now requires Board of Commissioner approval and the Chairman's signature at the end of the contract approval workflow. There have been times when the contract approval process has taken longer because of the requirement to present the contract at a Board of Commissioner Agenda Session Meeting which occurs once monthly, and then receive approval at the next regular board meeting. Depending on the date of legal sufficiency approval, there is potential for a contract to be pending board approval for up to 45 days.

To become more efficient in the contract approval process, staff are requesting approval for contracts to be presented as an item of business at a regularly scheduled board meeting if waiting for the next Agenda Session will create delays that impact the project timeline or cost.

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

Staff and County Management recommend that the following action be forwarded to the October 18, 2021 Board of Commissioners' Meeting as a Consent Agenda item:

Approval for contracts to be presented as an item of business at the regularly scheduled Board of Commissioner meetings if waiting for the next Agenda Session will result in project delays.



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

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/8/2021**

**SUBJECT: REQUEST TO CONDUCT COMMUNITY SURVEY**

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

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

**BACKGROUND**

Local governments across the country conduct community surveys to gather citizen feedback that helps inform policy decision-making, long-range priorities, and strategic planning for the organization.

Some counties conduct surveys annually; others every two or three years. The public opinion poll is designed to assess awareness and perception of County services and determine priorities for the community. The survey also sets a baseline for future surveys and performance measurements.

The Board of Commissioners established Government Communication as a key priority for 2021-2022 and objectives include developing a comprehensive communications plan that includes how citizens contact and engage with County departments and how the County shares information with residents. A citizen engagement and communications survey will assist in creating this plan and setting performance indicators.

Rather than conducting a survey limited to external communications, management is recommending a more extensive community survey like those conducted by other local governments. Three survey samples from 2020 and 2021 are attached from Cabarrus County; Durham City and County; and Mecklenburg County.

The recommendation includes hiring a survey consultant that specializes in conducting resident surveys for jurisdictions and has the research to provide benchmarking data.



If the board approves, the suggested timing would be to design the survey instrument and sampling plan by early November; conduct the survey in November/December and have the results ready for the commissioners prior to the annual planning retreat in late January.

**RECOMMENDATION / PROPOSED ACTION**

Approve Cumberland County conducting a community survey and move to the agenda for the Board of Commissioners Regular Meeting on October 18, 2021.

**ATTACHMENTS:**

Description	Type
Cabarrus County Survey	Backup Material
Durham City and County Survey	Backup Material
Mecklenburg County Survey Sample	Backup Material



## 2021 Cabarrus County Community Survey

Thank you for taking time to complete this important survey. The Board of County Commissioners will use your input to help improve the quality of County services. When you are finished, please return your completed survey in the postage-paid envelope provided. If you prefer, you may complete the survey online at [CabarrusCountySurvey.org](http://CabarrusCountySurvey.org).

- 1. Using a scale of 1 to 9, where 9 is "Very Satisfied" and 1 is "Very Dissatisfied," please rate your satisfaction with the following aspects of living in Cabarrus County. If you aren't familiar enough to rate it, circle "99."**

Land use		Very Satisfied								Very Dissatisfied		Don't Know
01.	Open space preservation	9	8	7	6	5	4	3	2	1		99
02.	Growth management	9	8	7	6	5	4	3	2	1		99
<b>Safety</b>												
03.	Crime prevention	9	8	7	6	5	4	3	2	1		99
04.	Emergency response times	9	8	7	6	5	4	3	2	1		99
05.	Non-emergency response times	9	8	7	6	5	4	3	2	1		99
06.	Protecting water quality and the environment	9	8	7	6	5	4	3	2	1		99
<b>Access and opportunity</b>												
07.	Diversity of our local economy	9	8	7	6	5	4	3	2	1		99
08.	Availability of employment in Cabarrus County	9	8	7	6	5	4	3	2	1		99
09.	Access to job training	9	8	7	6	5	4	3	2	1		99
10.	Access to affordable childcare	9	8	7	6	5	4	3	2	1		99
11.	Availability of housing options for people in different income categories	9	8	7	6	5	4	3	2	1		99
12.	Availability of services for people with disabilities	9	8	7	6	5	4	3	2	1		99
13.	Access to mental health providers and services	9	8	7	6	5	4	3	2	1		99
14.	Access to programs and services that improve physical health	9	8	7	6	5	4	3	2	1		99
15.	Access to food (three nutritional meals each day)	9	8	7	6	5	4	3	2	1		99
16.	Access to veteran resources and services	9	8	7	6	5	4	3	2	1		99
17.	Access to recreational opportunities	9	8	7	6	5	4	3	2	1		99
18.	Access to cultural programs and resources	9	8	7	6	5	4	3	2	1		99
19.	Access to public transportation/bus services	9	8	7	6	5	4	3	2	1		99

- 1a. Which THREE of the items listed in Question 1 do you think should be the top priorities for leaders in Cabarrus County over the next five years? [Write in the numbers below for your top 3 choices using the numbers from Question 1.]**

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_

2. Using a scale of 1 to 9, where 9 is "Very Satisfied" and 1 is "Very Dissatisfied," please rate your satisfaction with the following issues that impact your perception of Cabarrus County. If you aren't familiar enough to rate it, circle "99."

Quality of life		Very Satisfied								Very Dissatisfied		Don't Know
01.	The county as a place to live	9	8	7	6	5	4	3	2	1	99	
02.	The county as a place to raise children	9	8	7	6	5	4	3	2	1	99	
03.	The county as a place to work	9	8	7	6	5	4	3	2	1	99	
04.	The county as a place to retire	9	8	7	6	5	4	3	2	1	99	
05.	Ease of travel in the county	9	8	7	6	5	4	3	2	1	99	
06.	Overall quality of life in the county	9	8	7	6	5	4	3	2	1	99	
07.	Overall image of the county	9	8	7	6	5	4	3	2	1	99	
Safety and preparedness												
08.	How safe you feel in your neighborhood during the day	9	8	7	6	5	4	3	2	1	99	
09.	How safe you feel in your neighborhood at night	9	8	7	6	5	4	3	2	1	99	
10.	How safe you feel at County parks	9	8	7	6	5	4	3	2	1	99	
11.	Local preparedness for public safety and emergency situations	9	8	7	6	5	4	3	2	1	99	
12.	Local response following a natural disaster (flood, tornado, etc.)	9	8	7	6	5	4	3	2	1	99	
13.	Ability for our community to withstand and recover from events detrimental to public health and safety	9	8	7	6	5	4	3	2	1	99	
Government administration												
14.	Overall quality of County services offered to citizens	9	8	7	6	5	4	3	2	1	99	
15.	Overall value that you receive for your County tax dollars and user fees	9	8	7	6	5	4	3	2	1	99	
16.	Local collaboration and community partnerships	9	8	7	6	5	4	3	2	1	99	
17.	Efforts by County government to keep you informed about local issues and decisions	9	8	7	6	5	4	3	2	1	99	
18.	Level of public involvement in local decision making	9	8	7	6	5	4	3	2	1	99	
19.	County's level of financial and budgetary transparency	9	8	7	6	5	4	3	2	1	99	
20.	Leadership provided by County elected officials	9	8	7	6	5	4	3	2	1	99	
21.	Leadership provided by County administrators	9	8	7	6	5	4	3	2	1	99	

### County Services & Initiatives

3. Using a scale of 1 to 9, where 9 is "Very Satisfied" and 1 is "Very Dissatisfied," please rate your satisfaction with the following Cabarrus County strategic priorities. If you aren't familiar enough to rate it, circle "99."

Strategic priorities		Very Satisfied								Very Dissatisfied		Don't Know
01.	A healthy and safe community	9	8	7	6	5	4	3	2	1	99	
02.	Culture and recreation	9	8	7	6	5	4	3	2	1	99	
03.	Sustainable growth and development	9	8	7	6	5	4	3	2	1	99	
04.	A thriving economy	9	8	7	6	5	4	3	2	1	99	
05.	Transparent and accountable government	9	8	7	6	5	4	3	2	1	99	

4. Using a scale of 1 to 9, where 9 is "Very Positive" and 1 is "Very Negative," please rate your overall impression of the following programs and services offered by Cabarrus County. If you aren't familiar enough to rate it, circle "99." If you have never heard of the program or service, circle "88."

What is your impression of...		Very Positive									Very Negative		Don't Know	Have Not Heard
01.	Election/voter services	9	8	7	6	5	4	3	2	1	99	88		
02.	Senior services	9	8	7	6	5	4	3	2	1	99	88		
03.	Veterans services	9	8	7	6	5	4	3	2	1	99	88		
04.	Active Living and Parks services	9	8	7	6	5	4	3	2	1	99	88		
05.	Library services	9	8	7	6	5	4	3	2	1	99	88		
06.	Animal Control services	9	8	7	6	5	4	3	2	1	99	88		
07.	Register of Deeds Office	9	8	7	6	5	4	3	2	1	99	88		
08.	Human Services/Social Services	9	8	7	6	5	4	3	2	1	99	88		
09.	Cabarrus Arena & Events Center	9	8	7	6	5	4	3	2	1	99	88		
10.	Waste reduction services (landfill on Irish Potato Rd. and Household Hazardous Waste facility off Hwy. 49)	9	8	7	6	5	4	3	2	1	99	88		
11.	Flood damage prevention services	9	8	7	6	5	4	3	2	1	99	88		
12.	2020 revaluation process	9	8	7	6	5	4	3	2	1	99	88		

5. Using a scale of 1 to 9, where 9 is "Very Satisfied" and 1 is "Very Dissatisfied," please rate your satisfaction with the following services. If you aren't familiar enough to rate it, circle "99."

Economic development services		Very Satisfied						Very Dissatisfied			Don't Know
01.	Overall impression of local economic development	9	8	7	6	5	4	3	2	1	99
02.	The quality of economic development happening locally	9	8	7	6	5	4	3	2	1	99
03.	Recruitment of new companies and jobs	9	8	7	6	5	4	3	2	1	99
04.	Support for growth of local businesses	9	8	7	6	5	4	3	2	1	99
05.	Efforts to promote economic development	9	8	7	6	5	4	3	2	1	99
Emergency services											
06.	Cabarrus County 911 call center	9	8	7	6	5	4	3	2	1	99
07.	Cabarrus County Sheriff's Office	9	8	7	6	5	4	3	2	1	99
08.	Cabarrus County Emergency Medical Services (EMS)	9	8	7	6	5	4	3	2	1	99
09.	Cabarrus County Emergency Management & Fire Marshal's Office	9	8	7	6	5	4	3	2	1	99
Library services											
10.	Library locations	9	8	7	6	5	4	3	2	1	99
11.	Library operating hours	9	8	7	6	5	4	3	2	1	99
12.	Level of service offered at the library	9	8	7	6	5	4	3	2	1	99
13.	Library book/material collections	9	8	7	6	5	4	3	2	1	99
14.	eResources (eBooks, databases, etc.)	9	8	7	6	5	4	3	2	1	99
15.	Access to technology (computers, WiFi)	9	8	7	6	5	4	3	2	1	99
16.	Library programs hosted on social media @CabarrusCountyLibrary	9	8	7	6	5	4	3	2	1	99
Active Living & Parks services											
17.	Access to recreation facilities such as parks, athletic fields, gymnasiums, pools, walking trails, etc.	9	8	7	6	5	4	3	2	1	99
18.	Access to facilities for the aging population, including senior centers, parks, trails and outdoor fitness equipment	9	8	7	6	5	4	3	2	1	99
19.	Active Living & Parks programs hosted on social media @CabCoALP	9	8	7	6	5	4	3	2	1	99

6. In the last year, have you visited or used Camp T.N. Spencer, Frank Liske, Rob Wallace and/or Vietnam Veterans park(s)...

\_\_\_\_(01) More often than the previous year      \_\_\_\_ (03) Less often than the previous year  
 \_\_\_\_ (02) The same amount as the previous year

7. What impacted your decision to visit the parks?

---



---

### Aging Services

8. Using a scale of 1 to 5, where 5 is "Strongly Agree" and 1 is "Strongly Disagree," please rate your level of agreement with the following statements. If you aren't familiar enough to rate it, circle "99."

Cabarrus County seniors and/or their support networks have adequate access to...		Strongly Agree				Strongly Disagree	Don't Know
01.	Affordable housing	5	4	3	2	1	99
02.	Home improvement programs	5	4	3	2	1	99
03.	Information on aging-related topics	5	4	3	2	1	99
04.	Healthcare programs	5	4	3	2	1	99
05.	Wellness programs	5	4	3	2	1	99
06.	Recreation activities	5	4	3	2	1	99
07.	Entertainment activities	5	4	3	2	1	99
08.	Transportation	5	4	3	2	1	99
09.	Employment/Job training opportunities	5	4	3	2	1	99
10.	Financial assistance resources	5	4	3	2	1	99

### Communication

9. Please indicate whether you are aware of the following opportunities offered by Cabarrus County to involve residents in decision-making for Cabarrus County government issues.

Opportunity		Yes	No
01.	Public meetings	Yes	No
02.	Public hearings	Yes	No
03.	Serving on citizen committees	Yes	No
04.	Direct contact with County leadership and commissioners	Yes	No
05.	Interacting with County social media accounts	Yes	No
06.	News articles and information posted to the County's website ( <a href="http://cabarruscounty.us">cabarruscounty.us</a> ) and social media	Yes	No
07.	Live broadcast of Commissioner meetings	Yes	No

10. Are you aware of Cabarrus County Television (CabCo TV), which is on Spectrum Cable Channel 22, [youtube.com/cabarruscounty](https://www.youtube.com/cabarruscounty) and livestreams on [CabarrusCounty.us](http://CabarrusCounty.us)?

\_\_\_\_(01) Yes      \_\_\_\_ (02) No

11. Please select all the ways in which you've watched videos from Cabarrus County Television in the last 12 months.

\_\_\_\_(01) Spectrum Cable, Channel 22      \_\_\_\_ (03) Livestream from [cabarruscounty.us](http://cabarruscounty.us)  
 \_\_\_\_ (02) YouTube.com/CabarrusCounty      \_\_\_\_ (04) County's Facebook, Twitter, and Instagram



- \_\_\_\_(01) On a regular basis                      \_\_\_\_ (03) When hot topics are discussed                      \_\_\_\_ (05) Never  
\_\_\_\_(02) When an emergency affects my area                      \_\_\_\_ (04) Occasionally

- ☐ (01) Sharing with my family, friends and/or neighbors
 ☐ (05) Contacting a County department  
☐ (02) Sharing via social media
 ☐ (06) Performing additional research on the topic  
☐ (03) Registering for an event
 ☐ (07) Making a decision based on the information  
☐ (04) Applying for a service
 ☐ (08) No action

- | County information |                                                                           | Strongly Agree |   |   |   | Strongly Disagree | Don't Know |
|--------------------|---------------------------------------------------------------------------|----------------|---|---|---|-------------------|------------|
| 01.                | I trust the information                                                   | 5              | 4 | 3 | 2 | 1                 | 99         |
| 02.                | The information has improved my quality of life or that of someone I know | 5              | 4 | 3 | 2 | 1                 | 99         |

1. In-person visit to a County office  
2. Self-service through website and online applications  
3. Scheduled video conference (live conversation) with a representative
- 1st preference: \_\_\_\_\_ 2nd preference: \_\_\_\_\_ 3rd preference: \_\_\_\_\_

- \_\_\_\_(01) Daily      \_\_\_\_ (02) Weekly      \_\_\_\_ (03) Monthly      \_\_\_\_ (04) Infrequently/As needed

- \_\_\_\_(01) Daily      \_\_\_\_ (02) Weekly      \_\_\_\_ (03) Monthly      \_\_\_\_ (04) Infrequently/As needed

## Customer Service

### 19. Have you contacted Cabarrus County during the past year?

\_\_\_\_(01) Yes [Answer Q19a.]      \_\_\_\_ (02) No [Skip to Q20.]

### 19a. Please rate your satisfaction with the County employee(s) you spoke with regarding the following. If you do not recall the interaction, circle "99."

How satisfied are you with...		Very Satisfied									Very Dissatisfied	Don't Know
01.	How easy they were to contact	9	8	7	6	5	4	3	2	1		99
02.	Respect and professionalism of the interaction	9	8	7	6	5	4	3	2	1		99
03.	Accuracy of the information and assistance given	9	8	7	6	5	4	3	2	1		99
04.	How quickly County staff responded	9	8	7	6	5	4	3	2	1		99
05.	How well your issue was handled	9	8	7	6	5	4	3	2	1		99

## Demographics

*To ensure the people who respond to this survey accurately represent the residents of Cabarrus County, please provide the demographic information listed below.*

### 20. Approximately how many years have you lived in Cabarrus County? \_\_\_\_ years

### 21. Which of the following best describes your race/ethnicity? [Check all that apply.]

\_\_\_\_(01) Asian/Pacific Islander      \_\_\_\_ (03) Native American      \_\_\_\_ (05) Hispanic  
\_\_\_\_(02) Black/African American      \_\_\_\_ (04) White/Caucasian      \_\_\_\_ (99) Other: \_\_\_\_\_

### 22. How many persons, counting you, currently live in your household?

Under age 10: \_\_\_\_      Ages 20-44: \_\_\_\_      Ages 65+: \_\_\_\_  
Ages 11-19: \_\_\_\_      Ages 45-64: \_\_\_\_

### 23. Which of the following best describes your total annual household income?

\_\_\_\_(01) Under \$35,000      \_\_\_\_ (03) \$60,000 to \$99,999  
\_\_\_\_(02) \$35,000 to \$59,999      \_\_\_\_ (04) More than \$100,000

### 24. Your gender:

\_\_\_\_(01) Male      \_\_\_\_ (02) Female      \_\_\_\_ (03) Non-binary      \_\_\_\_ (04) Other: \_\_\_\_\_

### 25. Would you like to receive information on community events and Cabarrus County news by e-mail?

\_\_\_\_(01) Yes [Please provide your e-mail address: \_\_\_\_\_]      \_\_\_\_ (02) No

### 26. Would you like to receive emergency alerts from Cabarrus County?

\_\_\_\_(01) Yes [Please provide a phone number (mobile phone is best): \_\_\_\_\_]      \_\_\_\_ (02) No

27. Do you have any other suggestions for how the County could serve you better?

---

---

---

28. Cabarrus County would appreciate your participation in a brief online survey regarding the impacts of COVID-19 and other community needs on your household. Please provide your contact information below. Your information will remain confidential and will not be shared with the County. The survey link will be e-mailed to you and will come from [Mike.Rich@etcinstitute.com](mailto:Mike.Rich@etcinstitute.com), please check your spam folder or add the e-mail to your contacts list.

Your Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Your E-mail Address: \_\_\_\_\_

**This concludes the survey. Thank you for your time!**

Please return your completed survey in the enclosed postage-paid envelope addressed to:  
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential.  
The information printed to the right will ONLY be used  
to help identify which areas of the county are having  
problems with County services. If your address is not  
correct, please provide the correct information.

# 2020 Durham City and County Resident Survey

Please take a few minutes to complete this survey. Your input is an important part of the City and County's on-going effort to identify and respond to resident concerns. If you have questions, please contact Durham One Call at (919) 560-1200 or the Durham County Tax Administration at (919) 560-0300. This survey is intended for Durham City and County residents only. If you would like to complete this survey online, please go to [www.durhamresident.org](http://www.durhamresident.org).

1. **Major categories of services provided by the City and County are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
01. Overall quality of police protection	5	4	3	2	1	9
02. Overall quality of sheriff protection	5	4	3	2	1	9
03. Overall quality of fire and life safety programming	5	4	3	2	1	9
04. Response time for fire services	5	4	3	2	1	9
05. Overall quality of EMS services	5	4	3	2	1	9
06. Response time for EMS services	5	4	3	2	1	9
07. Overall maintenance of city streets	5	4	3	2	1	9
08. Overall ease of travel within Durham	5	4	3	2	1	9
09. Overall quality of the public transit system (GoDurham)	5	4	3	2	1	9
10. Overall quality of bicycle facilities (e.g. bike lanes, paths, trails, intersection design and signage)	5	4	3	2	1	9
11. Overall quality of pedestrian facilities (e.g. sidewalks)	5	4	3	2	1	9
12. Overall quality of water and sewer utilities	5	4	3	2	1	9
13. Overall enforcement of codes and ordinances	5	4	3	2	1	9
14. Overall quality of customer service you receive from city employees	5	4	3	2	1	9
15. Overall quality of customer service you receive from county employees	5	4	3	2	1	9
16. Overall effectiveness of communication with the public	5	4	3	2	1	9
17. Overall quality of parks and recreation programs	5	4	3	2	1	9
18. Overall quality of library services and programs	5	4	3	2	1	9
19. Overall quality of services provided by the Durham County Department of Social Services	5	4	3	2	1	9
20. Overall quality of public health services	5	4	3	2	1	9
21. Overall quality of tax administration services	5	4	3	2	1	9
22. Overall quality of public schools	5	4	3	2	1	9
23. Overall quality of charter schools	5	4	3	2	1	9
24. Overall quality of private schools	5	4	3	2	1	9

2. **Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from City and County leaders over the next TWO years?** [Write in your answers below using the numbers from the list in Question 1, or circle "NONE."]

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_ NONE

3. **Several items that may influence your perception of Durham are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
1. Overall quality of services provided by the city	5	4	3	2	1	9
2. Overall quality of services provided by the county	5	4	3	2	1	9
3. Overall appearance of Durham	5	4	3	2	1	9
4. Overall management of development and growth	5	4	3	2	1	9
5. Overall image of Durham	5	4	3	2	1	9
6. Overall quality of life in Durham	5	4	3	2	1	9
7. Overall quality of life in your neighborhood	5	4	3	2	1	9
8. Overall value you receive for your local property taxes	5	4	3	2	1	9

4. **COVID-19 Response.** Overall, how would you rate the following levels of government in how they have responded so far to the COVID-19 pandemic? Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
1. City Government	5	4	3	2	1	9
2. County Government	5	4	3	2	1	9
3. State Government	5	4	3	2	1	9
4. Federal Government	5	4	3	2	1	9
5. Durham Public School System	5	4	3	2	1	9

5. **Please indicate which areas you feel are the most important for the City of Durham and Durham County to spend resources on during COVID-19.** [Write in your answers using the numbers from the list below.]

- |                                                    |                                                                                |
|----------------------------------------------------|--------------------------------------------------------------------------------|
| (01) Utility payment assistance                    | (08) Providing PPE (face masks, hand sanitizer and other protective equipment) |
| (02) Housing and rent assistance                   | (09) Creating more testing access                                              |
| (03) Food                                          | (10) Quarantine spaces for families and individuals                            |
| (04) Ensuring access to medical health services    | (11) Communicating information about COVID-19                                  |
| (05) Ensuring access to behavioral health services | (12) Ensuring safe schooling through Durham Public Schools                     |
| (06) Preventing COVID-19 Spread                    | (13) Other: (Please list): _____                                               |
| (07) Helping small businesses                      |                                                                                |

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_ 4th: \_\_\_\_\_ 5th: \_\_\_\_\_

6. **How often do you wear a mask in the following settings?**

	Always	Frequently	Sometimes	Rarely	Never	N/A
1. Public indoor gathering	5	4	3	2	1	9
2. Private indoor gathering with people you don't live with	5	4	3	2	1	9
3. Public outdoor gathering	5	4	3	2	1	9
4. Private outdoor gathering with people you don't live with	5	4	3	2	1	9
5. Workplace	5	4	3	2	1	9

7. **Which of the following best describes the education status of the children in your household?** [Check all that apply.]

- ☐ (01) My children are enrolled in Durham Public Schools  
☐ (02) My children are enrolled in a charter school in Durham County  
☐ (03) My children are enrolled in a private school in Durham County  
☐ (04) My children go to school outside of Durham County  
☐ (05) My children went to or graduated from Durham Public Schools  
☐ (06) My children went to or graduated from a charter school in Durham County  
☐ (07) My children went to or graduated from a private school in Durham County  
☐ (08) My children went to or graduated from a school outside of Durham County  
☐ (09) My children are homeschooled  
☐ (10) This question does not apply to me

8. **Durham Public Schools.** Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please rate your level of agreement with the following statements about Durham Public Schools.

Durham Public Schools...	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	N/A
1. Manages the education budget well	5	4	3	2	1	9
2. Attracts high quality teachers	5	4	3	2	1	9
3. Is transparent about education-related decision making	5	4	3	2	1	9
4. Encourages community involvement in education-related decision making	5	4	3	2	1	9
5. Ensures quality education for students	5	4	3	2	1	9
6. Has effective leadership in K-12 education	5	4	3	2	1	9



9. **Public Safety.** Using a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in the following situations.

How safe do you feel...	Very Safe	Safe	Neutral	Unsafe	Very Unsafe	N/A
1. When walking alone in your neighborhood during the day	5	4	3	2	1	9
2. When walking alone in your neighborhood at night	5	4	3	2	1	9
3. In downtown Durham	5	4	3	2	1	9
4. In Durham overall	5	4	3	2	1	9
5. When using City recreation centers	5	4	3	2	1	9
6. When visiting City parks	5	4	3	2	1	9

10. **Law Enforcement/Criminal Justice.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate how you feel with regard to the following aspects of law enforcement and the criminal justice system.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
1. Overall police relationship with your community	5	4	3	2	1	9
2. Overall Sheriff's Office relationship with your community	5	4	3	2	1	9
3. Animal Control services	5	4	3	2	1	9
4. Enforcement of traffic safety laws	5	4	3	2	1	9
5. Local court system	5	4	3	2	1	9

11. **Affordable Housing.** How satisfied are you with the availability of affordable housing?

☐ (1) Very satisfied      ☐ (3) Neutral      ☐ (5) Very dissatisfied  
☐ (2) Satisfied      ☐ (4) Dissatisfied      ☐ (9) N/A

12. Please answer the following questions by circling either "Yes" or "No."

1. Do your monthly housing costs (rent or mortgage) exceed 30% of your monthly income?	Yes	No
2. Are you able to find housing you can afford in Durham?	Yes	No
3. Do you have major home repairs that impact your quality of life or that you have put off because of lack of resources?	Yes	No

13. **Parks, Recreation, and Open Space.** Please rate your satisfaction with each of the following items on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
1. Greenways and trails	5	4	3	2	1	9
2. Outdoor athletic fields and courts (e.g. baseball, soccer, futsal, tennis)	5	4	3	2	1	9
3. Customer service provided by the city's Parks and Recreation staff	5	4	3	2	1	9
4. Public art	5	4	3	2	1	9

14. How would you rate Durham in the following areas?

	Excellent	Good	Neutral	Below Average	Poor	N/A
1. Current state of race relations	5	4	3	2	1	9
2. Progress addressing racial equity	5	4	3	2	1	9

15. **Maintenance.** For each of the following, please rate your satisfaction with each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
01. Condition of streets in your neighborhood	5	4	3	2	1	9
02. Condition of sidewalks in your neighborhood	5	4	3	2	1	9
03. Condition of bicycle facilities (e.g. bike lanes, bike parking)	5	4	3	2	1	9
04. Appearance of landscaping on right of ways, along streets, and in public areas	5	4	3	2	1	9
05. Condition of parks and open space	5	4	3	2	1	9
06. Condition of recreation centers and facilities	5	4	3	2	1	9
07. Overall appearance of major entryways to downtown Durham	5	4	3	2	1	9
08. Condition of public school facilities	5	4	3	2	1	9
09. Condition of trails and greenways	5	4	3	2	1	9
10. Condition of public art	5	4	3	2	1	9
11. Condition of aquatic facilities	5	4	3	2	1	9
12. Condition of parking	5	4	3	2	1	9

16. Which **THREE** items from the list in Question 15 do you think should receive the **MOST EMPHASIS** from City and County leaders over the next **TWO** years? [Write in your answers below using the numbers from the list in Question 15.]

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_ 3rd: \_\_\_\_\_

- 17a. **Multi-Modal Transportation.** If you **do not or have not ridden public transit** in Durham, please select up to 3 reasons why not from the options listed below.

- \_\_\_\_ (1) It is too far from my home to the nearest bus stop  
 \_\_\_\_ (2) The bus does not serve where I need to go  
 \_\_\_\_ (3) I prefer driving my car/need to use my car  
 \_\_\_\_ (4) I have safety concerns  
 \_\_\_\_ (5) The bus would take too long  
 \_\_\_\_ (6) Other: \_\_\_\_\_  
 \_\_\_\_ (7) We ride public transit in Durham

- 17b. If you **DO ride or have ridden public transit** in Durham, please select up to 3 reasons why from the options listed below.

- \_\_\_\_ (1) I don't have/cannot use a car  
 \_\_\_\_ (2) The bus gets me where I need to go in a reasonable amount of time  
 \_\_\_\_ (3) I ride the bus for environmental reasons  
 \_\_\_\_ (4) Parking at my work is difficult/expensive  
 \_\_\_\_ (5) Taking the bus is cheaper than driving  
 \_\_\_\_ (6) Other: \_\_\_\_\_  
 \_\_\_\_ (7) We don't ride public transit in Durham

18. Please rate your satisfaction with each of the following items on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
1. Ease of travel by walking	5	4	3	2	1	9
2. Ease of travel by biking	5	4	3	2	1	9
3. Ease of travel by bus (GoDurham)	5	4	3	2	1	9
4. Quality of downtown parking facilities	5	4	3	2	1	9
5. The ability in your neighborhood to run, walk, bike, and exercise outdoors	5	4	3	2	1	9

**19. Solid Waste and Utility Services.** Please rate your satisfaction with each of the following items on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
1. Solid waste collection services	5	4	3	2	1	9
2. Curbside recycling services	5	4	3	2	1	9
3. Yard waste (leaves/tree limbs) collection services for subscriber members	5	4	3	2	1	9
4. City Waste Disposal and Recycling Center (2115 East Club)	5	4	3	2	1	9
5. County Solid Waste Convenience Centers (Parkwood, Redwood, Bahama, and Rougemont)	5	4	3	2	1	9
6. Quality of drinking water	5	4	3	2	1	9
7. Sewer services	5	4	3	2	1	9
8. Overall management of public stormwater runoff/drainage/flood control	5	4	3	2	1	9
9. Stream and lake protection	5	4	3	2	1	9

**20. Please rank the importance of the following planning goals, where 1 is "Most Important" and 6 is "Least Important."**

- \_\_\_ Durham residents learn about new development with enough notice to have their voice heard in the process
- \_\_\_ It is easy for residents to have a say in new development proposals
- \_\_\_ The character of Durham's neighborhoods should stay the same
- \_\_\_ Durham should have more racially and economically integrated neighborhoods
- \_\_\_ I would like to have shopping and employment opportunities close to where I live
- \_\_\_ I would be OK with a greater variety of housing types and sizes in my neighborhood

**21. What can the City and County do to make sure all children and youth in Durham reach their full potential and thrive? [If your response relates to a certain age group, please specify the ages.]**

The following questions will ask you to rate your customer service experience with the City of Durham and Durham County, separately. If you are a CITY resident, please answer Questions 22a-d and 23a-d. If you are a COUNTY resident outside of City limits, please skip to Questions 23a-d.

**City Residents Only**

**22a. Communication.** Please rate your satisfaction with each of the following items on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
1. Availability of information about city programs and services	5	4	3	2	1	9
2. Ease of locating information on the city website	5	4	3	2	1	9
3. Your experience engaging with the city Government process	5	4	3	2	1	9
4. Level of public involvement in local decisions with the city	5	4	3	2	1	9
5. City efforts to keep you informed about local issues	5	4	3	2	1	9

**22b. Please tell us how often you typically get important City of Durham government-related information.**

How often do you get City of Durham information from...	Daily	A few times a week	Weekly	Once or twice a month	Almost never	Never
1. City of Durham website	6	5	4	3	2	1
2. City of Durham Twitter feed	6	5	4	3	2	1
3. City of Durham Facebook page	6	5	4	3	2	1
4. Mailings of other direct contact from City of Durham departments	6	5	4	3	2	1
5. Durham Television Network	6	5	4	3	2	1
6. Traditional media (TV, newspapers, or their social media)	6	5	4	3	2	1
7. Friends/Colleagues/Word of Mouth	6	5	4	3	2	1
8. Other: _____	6	5	4	3	2	1

**22c. During the past year, have you or other members of your household contacted employees of the City of Durham or visited the website to seek services, ask a question, or file a complaint?**  
 \_\_\_\_ (1) Yes [Answer Q22d.] \_\_\_\_ (2) No [Skip to Q23a.]

**22d. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with your experience interacting with the city government department you contacted.**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
1. How easy the city government was to contact	5	4	3	2	1	9
2. Courtesy of city employee(s) you interacted with	5	4	3	2	1	9
3. Accuracy of the information you were given	5	4	3	2	1	9
4. Appropriateness of city employees' response	5	4	3	2	1	9
5. Timeliness of city employees' response	5	4	3	2	1	9
6. The resolution of your issue/concern	5	4	3	2	1	9

### All Residents of Durham County

**23a. Communication. Please rate your satisfaction with each of the following items on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
1. Availability of information about county programs and services	5	4	3	2	1	9
2. Ease of locating information on the county website	5	4	3	2	1	9
3. Your experience engaging with the county government process	5	4	3	2	1	9
4. Level of public involvement in local decisions with the county	5	4	3	2	1	9
5. County efforts to keep you informed about local issues	5	4	3	2	1	9
6. Your ability to get timely emergency/disaster information 24 hours a day	5	4	3	2	1	9

**23b. Please tell us how often you typically get important Durham County government-related information.**

How often do you get Durham County information from...	Daily	A few times a week	Weekly	Once or twice a month	Almost never	Never
1. Durham County website	6	5	4	3	2	1
2. Durham County Twitter feed	6	5	4	3	2	1
3. Durham County Facebook page	6	5	4	3	2	1
4. Durham County Nextdoor	6	5	4	3	2	1
5. Mailings of other direct contact from Durham County departments	6	5	4	3	2	1
6. Durham County TV Show	6	5	4	3	2	1
7. Traditional media (TV, newspapers, or their social media)	6	5	4	3	2	1
8. Friends/Colleagues/Word of Mouth	6	5	4	3	2	1
9. Other: _____	6	5	4	3	2	1

**23c. During the past year, have you or other members of your household contacted employees of Durham County or visited the website to seek services, ask a question, or file a complaint?**  
 \_\_\_\_ (1) Yes [Answer Q23d.] \_\_\_\_ (2) No [Skip to Q24.]

**23d. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with your experience interacting with the county government department you contacted.**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
1. How easy the county government was to contact	5	4	3	2	1	9
2. Courtesy of county employee(s) you interacted with	5	4	3	2	1	9
3. Accuracy of the information you were given	5	4	3	2	1	9
4. Appropriateness of county employees' response	5	4	3	2	1	9
5. Timeliness of county employees' response	5	4	3	2	1	9
6. The resolution of your issue/concern	5	4	3	2	1	9

**24. Overall Ratings of the Community.** Using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," please rate the community with regard to the following.

How would you rate the community...	Excellent	Good	Neutral	Below Average	Poor	N/A
1. As a place to live	5	4	3	2	1	9
2. As a place to work	5	4	3	2	1	9
3. As a place to play	5	4	3	2	1	9
4. As a place to raise children	5	4	3	2	1	9
5. As a place to educate children	5	4	3	2	1	9
6. As a place to retire	5	4	3	2	1	9
7. As a place to visit	5	4	3	2	1	9
8. As a place to start a business	5	4	3	2	1	9
9. As a community that is moving in the right direction	5	4	3	2	1	9

**25. From the list of local government services below, prioritize your top 5 to increase funding for.**

- |                                |                                                 |                                                        |
|--------------------------------|-------------------------------------------------|--------------------------------------------------------|
| ____(01) Affordable housing    | ____(06) Youth programming                      | ____(10) Public school operations (teachers, salaries) |
| ____(02) Street maintenance    | ____(07) Job creation/training                  | ____(11) Court services                                |
| ____(03) Sidewalk construction | ____(08) Community-led safety initiatives       | ____(12) I would not increase funding for any of these |
| ____(04) Universal Pre-K       | ____(09) Law enforcement-led safety initiatives |                                                        |
| ____(05) Social services       |                                                 |                                                        |

**26. Have you or someone in your household had trouble accessing the healthcare they need in the past year?**

\_\_\_\_(1) Yes      \_\_\_\_ (2) No

**27. If you voted recently, was there anything particularly good or bad about your voting experience?**

---

**28. Approximately how many years have you lived in Durham?**      \_\_\_\_ years

**29. What is your age?**      \_\_\_\_ years

**30. What is your gender?**      \_\_\_\_ (1) Male      \_\_\_\_ (2) Female      \_\_\_\_ (3) Non-binary/Other

**31. Do you own or rent your current residence?**      \_\_\_\_ (1) Own      \_\_\_\_ (2) Rent

**32. Which of the following best describes your race/ethnicity? [Check all that apply.]**

- |                                 |                                 |                       |
|---------------------------------|---------------------------------|-----------------------|
| ____ (1) Asian/Pacific Islander | ____ (3) Native American/Inuit  | ____ (5) Other: _____ |
| ____ (2) White                  | ____ (4) Black/African American |                       |

**33. Are you of Hispanic, Latino, or other Spanish ancestry?**      \_\_\_\_ (1) Yes      \_\_\_\_ (2) No

**34. What is the primary language used in your household?**

\_\_\_\_ (1) English      \_\_\_\_ (2) Spanish      \_\_\_\_ (3) Other: \_\_\_\_\_

**34a. If the primary language is not English, how might we better provide services and engage with you?**

---

**35. Would you say your total annual household income is...**

\_\_\_\_ (1) Under \$30,000      \_\_\_\_ (2) \$30,000-\$59,999      \_\_\_\_ (3) \$60,000-\$99,999      \_\_\_\_ (4) \$100,000 or more

**This concludes the survey. Thank you for your time!**

Please return your completed survey in the enclosed postage-paid envelope addressed to:

ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the City/County are having problems with city services. If your address is not correct, please provide the correct information. Thank you.



# 2021 Mecklenburg County Community Survey

Please have the youngest adult, age 18 or older, currently living in your household take a few minutes to complete this survey. Your input is an important part of the County's on-going effort to identify and respond to the needs of residents. For questions, please contact John Chesser at (980) 314-2984, or email [john.chesser@mecklenburgcountyncgov.gov](mailto:john.chesser@mecklenburgcountyncgov.gov). You may also complete this survey at [MecklenburgCountySurvey.org](http://MecklenburgCountySurvey.org).

Unless otherwise noted, respond to the survey using the past 12 months as your reference point.

**1. Do you live inside Mecklenburg County?**

\_\_\_\_(1) Yes      \_\_\_\_ (2) No *[This survey is intended for Mecklenburg County residents; please discontinue the survey.]*

**2. How long have you lived in Mecklenburg County?**

\_\_\_\_(1) Less than 1 year      \_\_\_\_ (4) 5-10 years      \_\_\_\_ (9) Don't know  
\_\_\_\_(2) 1-2 years      \_\_\_\_ (5) 11-15 years  
\_\_\_\_(3) 3-4 years      \_\_\_\_ (6) More than 15 years

**3. Mecklenburg County Government. Please rate your level of agreement with the following statements about Mecklenburg County.**

	Strongly Agree	Agree	Disagree	Strongly Disagree	Don't Know
1. I am satisfied with the amount of opportunities for resident participation in county policy development and decision making	4	3	2	1	9
2. Mecklenburg County is committed to racial equity	4	3	2	1	9
3. Mecklenburg County services and programs are racially equitable	4	3	2	1	9

**4. Please rate your satisfaction with Mecklenburg County government in the areas below.**

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of services provided by the County	5	4	3	2	1	9
2. The value for County taxes and fees	5	4	3	2	1	9
3. Customer service provided by County employees	5	4	3	2	1	9

**5. Mecklenburg County's Board of County Commissioners envision Mecklenburg County being a community of pride and a preferred choice for all people. With this in mind, please rate the following aspects of Mecklenburg County.**

	Excellent	Good	Fair	Poor	Don't Know
1. Mecklenburg County as a place to live	4	3	2	1	9
2. Mecklenburg County as a place to learn	4	3	2	1	9
3. Mecklenburg County as a place to work	4	3	2	1	9
4. Mecklenburg County as a place to recreate	4	3	2	1	9
5. Mecklenburg County as a place to raise children	4	3	2	1	9
6. Mecklenburg County as a place to retire	4	3	2	1	9
7. Mecklenburg County as a place to start a business	4	3	2	1	9
8. Mecklenburg County as a community that is moving in the right direction	4	3	2	1	9
9. Overall quality of life in Mecklenburg County	4	3	2	1	9

**5a. If you chose "Fair" or "Poor" to any of the above statements, please provide the reason below.**

---

**6. In your opinion, what's the MOST IMPORTANT issue facing Mecklenburg County today?**

---

7. **Revaluation is a process in which all property within a taxing jurisdiction is revalued to its current market value. The Mecklenburg County Assessor's Office appraises all real property (land, buildings, and other improvements to land). Are you aware that the County is moving to a 4-year revaluation process with the next revaluation occurring in 2023?**

\_\_\_\_(1) Yes      \_\_\_\_ (2) No      \_\_\_\_ (9) Don't know

8. **The County provides multiple methods for residents to pay property taxes. Which of the following payment methods would you prefer to use to pay your property taxes? [Check any that apply]**

\_\_\_\_(1) By phone via eCheck or credit/debit card      \_\_\_\_ (5) Via an app  
\_\_\_\_(2) In person      \_\_\_\_ (6) Online via eCheck or credit/debit card  
\_\_\_\_(3) By mail      \_\_\_\_ (7) By Dropbox at the tax office (no cash)  
\_\_\_\_(4) Using text to pay

9. **Do you want to have more opportunities to be directly engaged in the County's budget?**

\_\_\_\_(1) Yes      \_\_\_\_ (2) No      \_\_\_\_ (3) Not Sure

9a. **If you chose, "No" or "Not Sure" in Q9, please provide your reason below.**

\_\_\_\_\_

10. **County Communication. How good of a job would you say the Mecklenburg County government does communicating information about county issues, services, and performance to the public?**

\_\_\_\_(1) Excellent      \_\_\_\_ (2) Good      \_\_\_\_ (3) Fair      \_\_\_\_ (4) Poor      \_\_\_\_ (9) Don't know

10a. **If you chose "Fair" or "Poor" in Q10, please provide your reason below.**

\_\_\_\_\_

11. **Do you consider Mecklenburg County government to be open and transparent with information about county issues, services, and performance?**

\_\_\_\_(1) Yes      \_\_\_\_ (2) No      \_\_\_\_ (9) Don't know

12. **Are you aware that the Mecklenburg Board of County Commissioners meetings are broadcast online at MeckNC.gov, as well as on Government Spectrum TV Channel 16 and through social media on Twitter?**

\_\_\_\_(1) Yes      \_\_\_\_ (2) No      \_\_\_\_ (9) Don't know

13. **Mecklenburg County uses social media to communicate information to the public. Please indicate whether you have used each of the following Mecklenburg County social media resources.**

Social Media Resource		Yes	No	Don't Know
1.	Facebook	1	2	9
2.	Twitter	1	2	9
3.	Instagram	1	2	9
4.	Nextdoor	1	2	9
5.	LinkedIn	1	2	9

14. **Which ONE of the following is your PREFERRED SOURCE for receiving Mecklenburg County news and announcements?**

\_\_\_\_(01) Facebook      \_\_\_\_ (05) LinkedIn      \_\_\_\_ (09) Other: \_\_\_\_\_  
\_\_\_\_(02) Twitter      \_\_\_\_ (06) Radio      \_\_\_\_ (99) Don't know  
\_\_\_\_(03) Instagram      \_\_\_\_ (07) Newspaper  
\_\_\_\_(04) Nextdoor      \_\_\_\_ (08) Television

**15. Programs, Services, and Initiatives. Please answer each of the following questions.**

County Program, Service, or Initiative		Yes	No	Don't Know
01.	Did you know the County provides children with immunizations against vaccine-preventable diseases (e.g., polio, measles)?	1	2	9
02.	Did you know the County offers HIV and sexually transmitted disease testing and HIV Case Management services?	1	2	9
03.	Are you aware of a prevention method called PrEP, which is a pill taken to help prevent the spread of HIV?	1	2	9
04.	Did you know the County provides energy assistance through the Crisis Intervention Program (CIP) and Low Income Energy Assistance Program (LIEAP) to assist eligible households with heating or cooling related crisis?	1	2	9
05.	Did you know the County has launched a new mobile application (allaccess.mecknc.gov) for submission of documents through a computer or smartphone to apply for federal and state benefit programs such as Energy Assistance, Food and Nutrition Services, or Medicaid?	1	2	9
06.	Did you know the County offers training and foster home licensing for people interested in fostering or adopting?	1	2	9
07.	Did you know the County provides family planning services at a cost based on residents' ability to pay (sliding-fee scale)?	1	2	9
08.	Did you know the Department of Social Services operates a dedicated 24-hour hotline (980-31-HELPS) for reporting child abuse, neglect or human trafficking?	1	2	9
09.	Did you know the Department of Social Services operates a dedicated 24-hour hotline (704-336-CARE) for reporting abuse, neglect or exploitation of a senior or adult with disabilities?	1	2	9
10.	Are you aware the Department of Social Services Senior Nutrition Program provides free lunch meals and activities for seniors 60 years and older?	1	2	9
11.	Are you aware of property tax exclusions for low-income elderly or disabled homeowners?	1	2	9
12.	Are you aware that Mecklenburg County coordinates a public engagement program named "Livable Meck" that brings organizations together to enhance the quality of life across the community?	1	2	9
13.	Did you know Mecklenburg County is running a campaign called "Recycle Right," which helps consumers understand what items are recyclable?	1	2	9

**16. Mecklenburg County Park and Recreation. Have you or anyone in your household visited a Mecklenburg County park, nature preserve, greenway, recreation center, pool, senior center, sprayground, nature center, athletic field or other Park and Recreation facility within the past 12 months?**

\_\_\_\_(1) Yes      \_\_\_\_ (2) No [Skip to Q22.]      \_\_\_\_ (9) Don't know [Skip to Q22.]

**17. Please rate the overall quality and condition of the Mecklenburg County Park and Recreation site(s) you have visited within the past 12 months.**

	Excellent	Very Good	Good	Fair	Poor	Not applicable
01. Park	5	4	3	2	1	0
02. Nature Preserve	5	4	3	2	1	0
03. Greenway	5	4	3	2	1	0
04. Recreation Center	5	4	3	2	1	0
05. Pool	5	4	3	2	1	0
06. Senior Center	5	4	3	2	1	0
07. Sprayground	5	4	3	2	1	0
08. Nature Center	5	4	3	2	1	0
09. Athletic Field	5	4	3	2	1	0
10. Other: _____	5	4	3	2	1	0

**18. Please indicate how safe you feel in the following Park and Recreation areas.**

How safe do you feel...	Very Safe	Safe	Unsafe	Very Unsafe	Don't Know
1. In County parks	4	3	2	1	9
2. On County greenways	4	3	2	1	9
3. In County recreation centers	4	3	2	1	9

19. Have you or other members of your household participated in any recreation program, athletic program, nature program or special events offered by the Mecklenburg County Park and Recreation Department within the past 12 months?

\_\_\_\_(1) Yes      \_\_\_\_ (2) No      \_\_\_\_ (9) Don't know

20. Do you feel your recreation programming needs are being met, either through the County's Park and Recreation or other opportunities within the community?

Do you feel your recreation programming needs are being met by...		Yes	No	Don't Know
1.	Mecklenburg County's Park and Recreation	1	2	9
2.	Other opportunities in the community	1	2	9

21. Is there anything that prevents you from using a County recreation program more often?

\_\_\_\_\_

22. **Charlotte Mecklenburg Library.** Within the past 12 months, have you visited or used a Charlotte Mecklenburg Library branch for any reason (e.g., to check out materials, access wireless internet or a computer, attend a program or community event, or vote)?

\_\_\_\_(1) Yes      \_\_\_\_ (2) No [Skip to Q23.]      \_\_\_\_ (9) Don't know [Skip to Q23.]

- 22a. Within the past 12 months, which Charlotte Mecklenburg Library have you visited **MOST OFTEN**?

- |                                                                           |                                                                                   |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| ____(01) Allegra Westbrooks Regional<br>(formerly Beatties Ford Regional) | ____(12) North County Regional (Huntersville)                                     |
| ____(02) Cornelius                                                        | ____(13) Plaza Midwood                                                            |
| ____(03) Davidson                                                         | ____(14) South Boulevard (Scaleybark)                                             |
| ____(04) Hickory Grove                                                    | ____(15) South County Regional (Rea Road)                                         |
| ____(05) ImaginOn (East 7th St. Uptown)                                   | ____(16) South Park Regional (formerly Morrison Regional)                         |
| ____(06) Independence Regional (Conference<br>Dr. and Monroe)             | ____(17) Steele Creek                                                             |
| ____(07) Main Library (Uptown)                                            | ____(18) Sugar Creek                                                              |
| ____(08) Matthews                                                         | ____(19) University City Regional. (E. WT Harris)                                 |
| ____(09) Mint Hill                                                        | ____(20) West Boulevard                                                           |
| ____(10) Mountain Island                                                  | ____(21) Library Website (cmlibrary.org)                                          |
| ____(11) Myers Park                                                       | ____(22) I do not know the library name, but I can provide<br>the area or street: |
- \_\_\_\_\_

- 22b. In a typical month, approximately how many times would you say you have visited or used the Charlotte Mecklenburg Library **IN PERSON**?

- |                                |                                     |
|--------------------------------|-------------------------------------|
| ____(1) Less than once a month | ____(4) Three to four times a month |
| ____(2) Once a month           | ____(5) Five or more times a month  |
| ____(3) Twice a month          | ____(9) Don't know                  |

- 22c. In a typical month, approximately how many times would you say you have visited or used the Charlotte Mecklenburg Library **DIGITALLY** (e.g., online, mobile app, virtual program)?

- |                                |                                     |
|--------------------------------|-------------------------------------|
| ____(1) Less than once a month | ____(4) Three to four times a month |
| ____(2) Once a month           | ____(5) Five or more times a month  |
| ____(3) Twice a month          | ____(9) Don't know                  |

- 22d. If you were to access Charlotte Mecklenburg Library materials, which format would you prefer?

- |                                                                                                          |                                   |
|----------------------------------------------------------------------------------------------------------|-----------------------------------|
| ____(1) Physical (e.g., print book, CD, DVD)                                                             | ____(3) Both physical and digital |
| ____(2) Digital (e-book, e-audiobook, e-magazine, online resource, languages, streaming music, or video) | ____(4) Other: _____              |
|                                                                                                          | ____(9) Don't know                |

**23. Voting in Mecklenburg County. Did you vote in the November 2020 general election?**

\_\_\_\_(1) Yes [Answer Q23a.]      \_\_\_\_ (2) No [Skip to Q24.]      \_\_\_\_ (9) Don't know [Skip to Q24.]

**23a. Mecklenburg County has an early voting process that allows residents to vote at designated sites before the official election date. In the November 2020 general election, did you use an early voting site?**

\_\_\_\_(1) Yes [Answer Q23b-c.]      \_\_\_\_ (2) No [Skip to Q23d.]      \_\_\_\_ (9) Don't know [Skip to Q23d.]

**23b. Please rate your overall experience at the early voting site.**

\_\_\_\_(1) Excellent      \_\_\_\_ (2) Good      \_\_\_\_ (3) Fair      \_\_\_\_ (4) Poor      \_\_\_\_ (9) Don't know

**23c. Was your wait time...**

\_\_\_\_(1) Shorter than expected      \_\_\_\_ (2) About what you expected      \_\_\_\_ (3) Longer than expected

**23d. Please rate your overall experience at your voting location.**

\_\_\_\_(1) Excellent      \_\_\_\_ (2) Good      \_\_\_\_ (3) Fair      \_\_\_\_ (4) Poor      \_\_\_\_ (9) Don't know

**24. Mecklenburg EMS Agency. How is Medic (Mecklenburg County's EMS Agency) visible in your community? [Check any that apply]**

\_\_\_\_(1) Passing an ambulance while driving or parked      \_\_\_\_ (4) In the news (TV, print, online)  
 \_\_\_\_ (2) Providing care to you or someone you know      \_\_\_\_ (5) Community events (parades, trainings)  
 \_\_\_\_ (3) Social Media

**25. In a week, how frequently do you see Medic employees in the community?**

\_\_\_\_(1) 0 times a week      \_\_\_\_ (2) 1-2 times a week      \_\_\_\_ (3) 3-4 times a week      \_\_\_\_ (4) 5+ times a week

**26. Please rate your satisfaction with the overall quality of ambulance/emergency medical services.**

\_\_\_\_(1) Very satisfied      \_\_\_\_ (3) Dissatisfied      \_\_\_\_ (9) Don't know  
 \_\_\_\_ (2) Satisfied      \_\_\_\_ (4) Very dissatisfied

**27. Mecklenburg County COVID-19 Response. Please indicate for each of the statements which is closest to how you have been feeling in the last six months.**

In the past sixth parts, I have felt...		All of the Time	Some of the Time	At No Time	Don't Know
01.	In good spirits	3	2	1	9
02.	Calm	3	2	1	9
03.	Stressed	3	2	1	9
04.	Isolated	3	2	1	9
05.	Relaxed	3	2	1	9
06.	Exhausted	3	2	1	9
07.	Worried	3	2	1	9
08.	Anxious	3	2	1	9
09.	Depressed	3	2	1	9
10.	Happy	3	2	1	9
11.	Peaceful	3	2	1	9
12.	Hopeful	3	2	1	9



**28. To what degree have you and your immediate household been impacted by access to the following due to the COVID-19 outbreak?**

		Severe daily disruption, immediate need	Significant daily disruption, reduced access	Noticeable impact, planning for reduced access	Some impact, does not significantly change daily behavior	No impact, no change	Not Applicable
1.	Food access	5	4	3	2	1	9
2.	Transportation	5	4	3	2	1	9
3.	Childcare	5	4	3	2	1	9
4.	Housing	5	4	3	2	1	9
5.	Personal care items	5	4	3	2	1	9
6.	Household supplies	5	4	3	2	1	9
7.	Healthcare (critical and preventative)	5	4	3	2	1	9
8.	Clothing	5	4	3	2	1	9

**29. Which option best describes your plans with respect to the COVID-19 vaccine?**

- ☐ (1) Have received the full dosage of COVID-19 vaccine (2 doses for Pfizer/Moderna OR 1 dose for Johnson & Johnson)  
☐ (2) Have received the first dose of the Pfizer or Moderna COVID-19 vaccine  
☐ (3) I am ready to be vaccinated as soon as an appointment is available  
☐ (4) I do NOT intend to receive the vaccination [Answer Q29a.]  
☐ (5) I am unsure at this time [Answer Q29a.]

**29a. Which of the following, if any, would be reasons you are unsure or definitely not getting a vaccine?**

- ☐ (1) Concerned about the side effects and safety of the COVID-19 vaccine  
☐ (2) Planning to wait to see if the vaccine is safe (i.e., need more data and information) and considering receiving it later  
☐ (3) Lack of trust in the government  
☐ (4) Concern that the COVID-19 vaccines were developed too quickly  
☐ (5) Medical reason for not receiving the COVID-19 vaccine  
☐ (6) Religious objection to receiving the COVID-19 vaccine  
☐ (7) Other: \_\_\_\_\_

**30. How well did Mecklenburg County government communicate information to you with regards to COVID-19?**

- ☐ (1) Very well    ☐ (2) Well    ☐ (3) Somewhat well    ☐ (4) Not well at all    ☐ (9) Don't know

**Demographics** Please answer the following demographic questions about yourself. Your information will remain completely anonymous, and will only be used for classification purposes and to ensure that the results are representative of the county.

**31. What is your gender?**    ☐ (1) Male    ☐ (2) Female

**32. Which of the following best describes your race/ethnicity? [Check all that apply.]**

- ☐ (01) Asian/Pacific Islander    ☐ (04) White/Caucasian    ☐ (99) Other: \_\_\_\_\_  
☐ (02) Black/African American    ☐ (05) Hispanic  
☐ (03) Native American    ☐ (06) Multi-racial

**33. Which of the following categories best represents your age?**

- ☐ (1) 18-34    ☐ (2) 35-50    ☐ (3) 51-69    ☐ (4) 70-87    ☐ (5) 88 or older

**34. Including yourself, how many ADULTS (ages 18+) live in your household?**    \_\_\_\_\_ adults

**35. How many CHILDREN (under age 18) live in your household?**    \_\_\_\_\_ children

**36. What is the highest level of education you have completed?**

- |                                                                                  |                                                                                |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input type="checkbox"/> (1) Less than high school graduate                      | <input type="checkbox"/> (5) College graduate (from 4-year college)            |
| <input type="checkbox"/> (2) High school diploma or equivalent                   | <input type="checkbox"/> (6) Post-graduate study (no advanced degree)          |
| <input type="checkbox"/> (3) Special/Technical training (not college)            | <input type="checkbox"/> (7) Post graduate advanced degree (Masters, MBA, PHD) |
| <input type="checkbox"/> (4) Some college (did not graduate from 4-year college) |                                                                                |

**37. What is your current employment status?**

- |                                                              |                                           |
|--------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> (1) Full time employment            | <input type="checkbox"/> (5) Student      |
| <input type="checkbox"/> (2) Part time employment            | <input type="checkbox"/> (6) Retired      |
| <input type="checkbox"/> (3) Unemployed/Looking for work     | <input type="checkbox"/> (7) Other: _____ |
| <input type="checkbox"/> (4) Unemployed/Not looking for work |                                           |

**38. Do you own a small business with 50 employees or less in Mecklenburg County?**

- ☐ (1) Yes      ☐ (2) No

**39. Please indicate if anyone in your household has any of the following items. [Check any that apply]**

- |                                                               |                                                                             |
|---------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> (1) Desktop/Laptop/Notebook computer | <input type="checkbox"/> (4) Tablet PC (e.g., iPad, Samsung Galaxy, Kindle) |
| <input type="checkbox"/> (2) Smartphone (calls/texts/images)  | <input type="checkbox"/> (5) Other: _____                                   |
| <input type="checkbox"/> (3) Cell phone (calls/texts only)    |                                                                             |

**40. Do you have internet access at home?**      ☐ (1) Yes      ☐ (2) No

**41. Did access to internet affect you or the children in your home's ability to perform daily functions (e.g., schooling, working, shopping)?**

- ☐ (1) Yes      ☐ (2) No

**42. What is your home zip code?** \_\_\_\_\_

**43. Approximately, what is your total annual household income before tax?**

- |                                                 |                                                |                                                  |
|-------------------------------------------------|------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> (1) Less than \$15,000 | <input type="checkbox"/> (4) \$35,000-\$49,999 | <input type="checkbox"/> (7) \$100,000-\$149,999 |
| <input type="checkbox"/> (2) \$15,000-\$24,999  | <input type="checkbox"/> (5) \$50,000-\$74,999 | <input type="checkbox"/> (8) \$150,000 or more   |
| <input type="checkbox"/> (3) \$25,000-\$34,999  | <input type="checkbox"/> (6) \$75,000-\$99,999 | <input type="checkbox"/> (9) Don't know          |

**44. Are you an employee of Mecklenburg County?**      ☐ (1) Yes      ☐ (2) No

**45. Have you ever served in any branch of the military (including the National Guard or Reserve), or are you an immediate relative of someone who has served?**

- ☐ (1) Yes      ☐ (2) No

**46. Are you interested in participating in future surveys with Mecklenburg County?**

- ☐ (1) Yes      ☐ (2) No

**46a. If you chose "Yes" to Q46 above, please provide your contact information below.**

Email: \_\_\_\_\_ Text/Phone: \_\_\_\_\_

**This concludes the survey. Thank you for your time!**

Please return your completed survey in the enclosed postage paid-envelope addressed to:  
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

*If you want to provide additional feedback on the survey, please send an email to*  
[StrategyToSuccess@mecklenburgcountync.gov](mailto:StrategyToSuccess@mecklenburgcountync.gov)



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

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/7/2021**

**SUBJECT: AMENDMENT OF A LAND LEASE AGREEMENT WITH CROWN  
CASTLE SOUTH, LLC**

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

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

**BACKGROUND**

Cumberland County is the Lessor, and Crown Castle South, LLC, is the Lessee, of a small piece of land (approx. 4,200 square feet including a right-of-way) located in the Cumberland Industrial Center at 853 Technology Drive (see attached location map) upon which a cellular monopole tower is situated.

The original lease (attached) commenced on June 2, 1997, but was amended and extended (copy attached) on September 24, 1997. This extension will expire on September 24, 2022. Crown Castle South, LLC, has proposed the following amendment and extension to the current lease agreement:

1. A Five Thousand Dollar (\$5,000.00) bonus for amending/extending the agreement
2. Commencing on September 24, 2022, and every five (5) years thereafter, (each an "Adjustment Date") increase the annual rent by an amount equal to fifteen percent (15%) of the annual rent in effect for the year immediately preceding the Adjustment Date

A comparison of the current and proposed lease terms is attached.

**RECOMMENDATION / PROPOSED ACTION**

Staff requests this item be moved forward to the October 18, 2021 Board of Commissioners' Meeting as an Item of Business due to statutory requirements for a Resolution of Intent to Lease by the Board and a thirty (30) day advertising period of the Intent to Lease.

**ATTACHMENTS:**

Description	Type
Proposed Amendment	Backup Material
Location Map	Backup Material
Original Lease	Backup Material
1st Amendment & Extension	Backup Material
Comparison of Lease Terms	Backup Material

## SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Second Amendment") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between THE COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina ("Landlord"), with a mailing address of P.O. Box 1070, Charlotte, NC 28201-1070, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Tenant"), successor by merger with BellSouth Mobility LLC, a Georgia limited liability company, by Crown Castle South LLC, a Delaware limited liability company its attorney in fact, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, PA 15317.

WHEREAS, Landlord and Gearon & Co., Inc., a Georgia corporation ("Gearon"), entered into that certain Option and Lease Agreement dated June 2, 1997 (as amended and assigned, the "Agreement"), whereby Landlord leased to Gearon a portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Property") located at 853 Technology Drive (Tax Parcel 0433-25-1988), Fayetteville, Cumberland County, North Carolina, which property is described in Book 2927, Page 153 in the Cumberland County Register of Deeds ("Registry"). The Agreement is evidenced by, and the Property is described in, that Memorandum and Amendment of Lease ("First Amendment") recorded in Book 5048, Page 93 of the Registry, which amended the description of the Property and established the commencement date of the Agreement as September 24, 1997; and

WHEREAS, the term of the Agreement commenced on September 24, 1997, and has an original term, including all extension terms, that will expire on September 23, 2022 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Landlord and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference.
2. Section 3 of the Agreement is amended by replacing "four (4)" with "eight (8)", thereby adding four (4) additional five (5) year extension terms to the Agreement beyond the Original Term, and extending its total term to September 23, 2042, unless sooner terminated as provided in the Agreement.
3. As additional consideration for amending the Agreement in accordance with this Second Amendment, effective upon the full execution of this Second Amendment, the annual rent shall increase by an amount equal to fifteen percent (15%) of the annual rent in effect for the immediately preceding year.

4. Section 4 of the Agreement is amended by inserting the following after the rent for the fourth (4<sup>th</sup>) five (5) year extension term:

Commencing on September 24, 2022, and every five (5) years thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to fifteen percent (15%) of the annual rent in effect for the year immediately preceding the Adjustment Date.

5. Section 5 of the Agreement is amended by replacing "fourth (4<sup>th</sup>)" in each place it appears with "eighth (8<sup>th</sup>)".

6. Section 20 of the Agreement is amended by deleting Tenant's notice addresses in their entirety and replacing them with the following:

Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
RE: Cell Site # BU 813211  
Cell Site Name: Technology Dr 141-044  
10018679  
1025 Lenox Park Blvd. NE  
3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a copy to: AT&T Legal Department- Network  
Attn: Network Counsel  
Re: 10018679  
208 S. Akard Street  
Dallas, Texas, 75202-4206

With a copy to: Crown Castle South LLC  
c/o Crown Castle USA Inc.  
General Counsel  
Attn: Legal-Real Estate Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317-8564

7. Landlord hereby acknowledges that Tenant may enter into a sublease or license with Dish Wireless L.L.C. ("Dish") for all or a portion of the Property for all uses permitted under the Agreement, including, without limitation, installing, operating and maintaining communications equipment, cables and shelters. Dish shall have the same rights of ingress and egress to the Property, and the provision of utilities thereto, in the same manner and to the same extent as granted and conveyed to Tenant under the Agreement. This provision shall satisfy any requirement under the Agreement to provide notice or obtain consent for entering into a sublease or license with Dish.



8. As additional consideration for amending the Agreement in accordance with this Second Amendment, Tenant agrees to pay to Landlord Five Thousand Dollars (\$5,000.00) ("Signing Bonus") within sixty (60) days of full execution of this Second Amendment by the parties. Landlord acknowledges that the Signing Bonus may be paid by Crown Castle South LLC, a Delaware limited liability company ("Crown"), on behalf of Tenant. By signing this Second Amendment, Landlord agrees to accept the Signing Bonus from Crown, and Landlord further agrees that the acceptance by Landlord of the Signing Bonus will be a complete accord and satisfaction of that said obligation. Upon payment of the Signing Bonus, Landlord waives and releases Tenant and Crown from any and all claims Landlord may have pursuant to the Agreement (or otherwise) related to or arising out of the Signing Bonus.

9. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a. Landlord is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby. Landlord has complied with all applicable laws in entering into this Second, including, without limitation, any laws requiring prior public notice or opportunity for bidding on same, and Tenant is relying on such compliance in entering into this Second Amendment.

b. Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

c. Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

d. Landlord acknowledges that the Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

10. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Property and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

11. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall

be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

12. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant, and their personal representatives, heirs, successors and assigns. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal and have caused this Second Amendment to be duly executed on the day and year first written above.

Landlord:

The County of Cumberland, a body politic and corporate of the State of North Carolina

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal and have caused this Second Amendment to be duly executed on the day and year first written above.

Tenant:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: Crown Castle South LLC,  
a Delaware limited liability company  
its Attorney-in-Fact

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Prepared by:  
Parker Poe Adams & Bernstein LLP  
P.O. Box 389  
Raleigh, NC 27602

Return to:  
Crown Castle  
8020 Katy Freeway  
Houston, TX 77024

Tax ID: 0433-25-1988

Cross index: Book 5048, Page 93

## MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT (“Amended Memorandum”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between THE COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina (“Landlord”), with a mailing address of P.O. Box 1070, Charlotte, NC 28201-1070, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“Tenant”), successor by merger with BellSouth Mobility LLC, a Georgia limited liability company, by Crown Castle South LLC, a Delaware limited liability company its attorney in fact, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, PA 15317.

WHEREAS, Landlord and Gearon & Co., Inc., a Georgia corporation (“Gearon”), entered into that certain Option and Lease Agreement dated June 2, 1997 (as amended and assigned, the “Agreement”), whereby Landlord leased to Gearon a portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the “Property”) located at 853 Technology Drive (Tax Parcel 0433-25-1988), Fayetteville, Cumberland County, North Carolina, which property is described in Book 2927, Page 153 in the Cumberland County Register of Deeds (“Registry”). The Agreement is evidenced by, and the Property is described in, that Memorandum and Amendment of Lease (“First Amendment”) recorded in Book 5048, Page 93 of the Registry, which amended the

description of the Property and established the commencement date of the Agreement as September 24, 1997; and

WHEREAS, the term of the Agreement commenced on September 24, 1997, and has an original term, including all extension terms, that will expire on September 23, 2022 (“Original Term”), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes; and

WHEREAS, Landlord and Tenant made and entered into a Second Amendment to Option and Lease Agreement of even date herewith (“Second Amendment”) and pursuant to the terms of, and for that consideration recited in, the Second Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Landlord does hereby lease and grant unto Tenant, its successors and assigns, the Property for four (4) additional five (5) year extension terms beyond the Original Term, such that the Original Term and all extension terms of the Agreement may last for a term of forty-five (45) years, expiring on September 23, 2042, unless sooner terminated as provided in the Agreement; provided that upon expiration of the extension terms the Agreement shall automatically renew for one (1)-year terms unless either party provides notice of termination to the other party.

2. The description of the Property is provided in the First Amendment recorded in the Registry in Book 5048, Page 93. A copy of such description is attached hereto as Exhibit A.

3. This Amended Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Agreement and the Second Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Second Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have signed this instrument under seal and have executed this Amended Memorandum as of the date first above written.

Landlord:

The County of Cumberland, a body politic and corporate of the State of North Carolina

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing Memorandum of Second Amendment to Option and Lease Agreement under seal: The County of Cumberland, a body politic and corporate of the State of North Carolina, by \_\_\_\_\_, its \_\_\_\_\_.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public

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

[SEAL OR STAMP]

IN WITNESS WHEREOF, the parties hereto have signed this instrument under seal and have executed this Amended Memorandum as of the date first above written.

Tenant:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: Crown Castle South LLC,  
A Delaware limited liability company  
Its Attorney-in-Fact

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing Memorandum of Second Amendment to Option and Lease Agreement under seal: Crown Castle South LLC, a Delaware limited liability company, as Attorney-in-Fact for New Cingular Wireless PCS, LLC, a Delaware limited liability company, by \_\_\_\_\_, its \_\_\_\_\_.

Date: \_\_\_\_\_

[SEAL OR STAMP]

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

Being a portion of that certain parcel of land lying in Cumberland County, North Carolina, now or formerly the property of County of Cumberland, State of North Carolina as described in the following Deed: Book 2927, Page 153; of the Cumberland County Registry, and being more particularly described as follows:

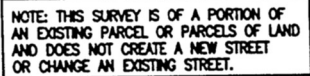
#### Lease Area:

Beginning at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Beginning Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of the County of Cumberland, State of North Carolina as described above; thence from said Beginning Point N 14-30-53 E 60.00 feet; thence S 75-29-07 E 70.00 feet; thence S 14-30-53 W 60.00 feet; thence N 75-29-07 W 70.00 feet to the Beginning, containing 4200 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley dated May 30, 1997.

Together with a variable nonexclusive easement for utilities and for ingress, egress and regress for pedestrians and vehicular access to the above described Lease Area, the centerline of said easement being more particularly described as follows:

Commencing at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of County of Cumberland, State of North Carolina as described above; thence S 75-29-07 E 35.00 feet to the place and Point of Beginning; thence from said Point of Beginning S 14-30-53 W 14.39 feet; thence along the arc of a curve to the right, said curve having a radius of 100.00 feet and a chord bearing and distance of S 26-07-29 W 40.25 to a point on the northern right-of-way line of Technology Drive, containing 1092 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley dated May 30, 1997.

Together with a utility easement across the lands of the Landlord in a location reasonably designated by the Tenant, or the utility provider installing the service, so as to provide electrical service to the Leased Area sufficient to operate the improvements of Tenant on the Leased Area.



LEASE SITE		
LINE	BEARING	DISTANCE
L1	N14°30'53"E	60.00'
L2	S75°29'07"E	70.00'
L3	S14°30'53"W	60.00'
L4	N75°29'07"W	70.00'

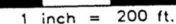
NOTES:

- 1) BEARINGS ARE MC GRID AND DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED.
- 2) THIS LEASE EXHIBIT HAS BEEN PREPARED PARTIALLY FROM AN ACTUAL FIELD SURVEY AND PARTIALLY FROM MAPS AND DEEDS OF RECORD.
- 3) THIS MAP REPRESENTS ONLY A SURVEY OF THE LEASE AREA, AND IS NOT INTENDED FOR ANY OTHER USE.
- 4) GRID COORDINATES SHOWN ARE FROM AN ACTUAL GPS SURVEY PERFORMED TO 3RD ORDER CLASS I FGCC SPECIFICATIONS USING STATIC GPS FIELD PROCEDURES WITH (3) WILD SR299 GPS SENSORS.

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

C/L ACCESS AND UTILITY EASEMENT		
LINE	BEARING	DISTANCE
L5	S14°30'53"W	14.39'

—————	LINE SURVEYED
————— R —————	LINE NOT SURVEYED
●	IRON PIN SET
○	IPF - IRON PIN FOUND
OHE	OVERHEAD ELECTRIC
⊙	SMH - SANITARY MANHOLE
————— SS —————	SANITARY SEWER LINE

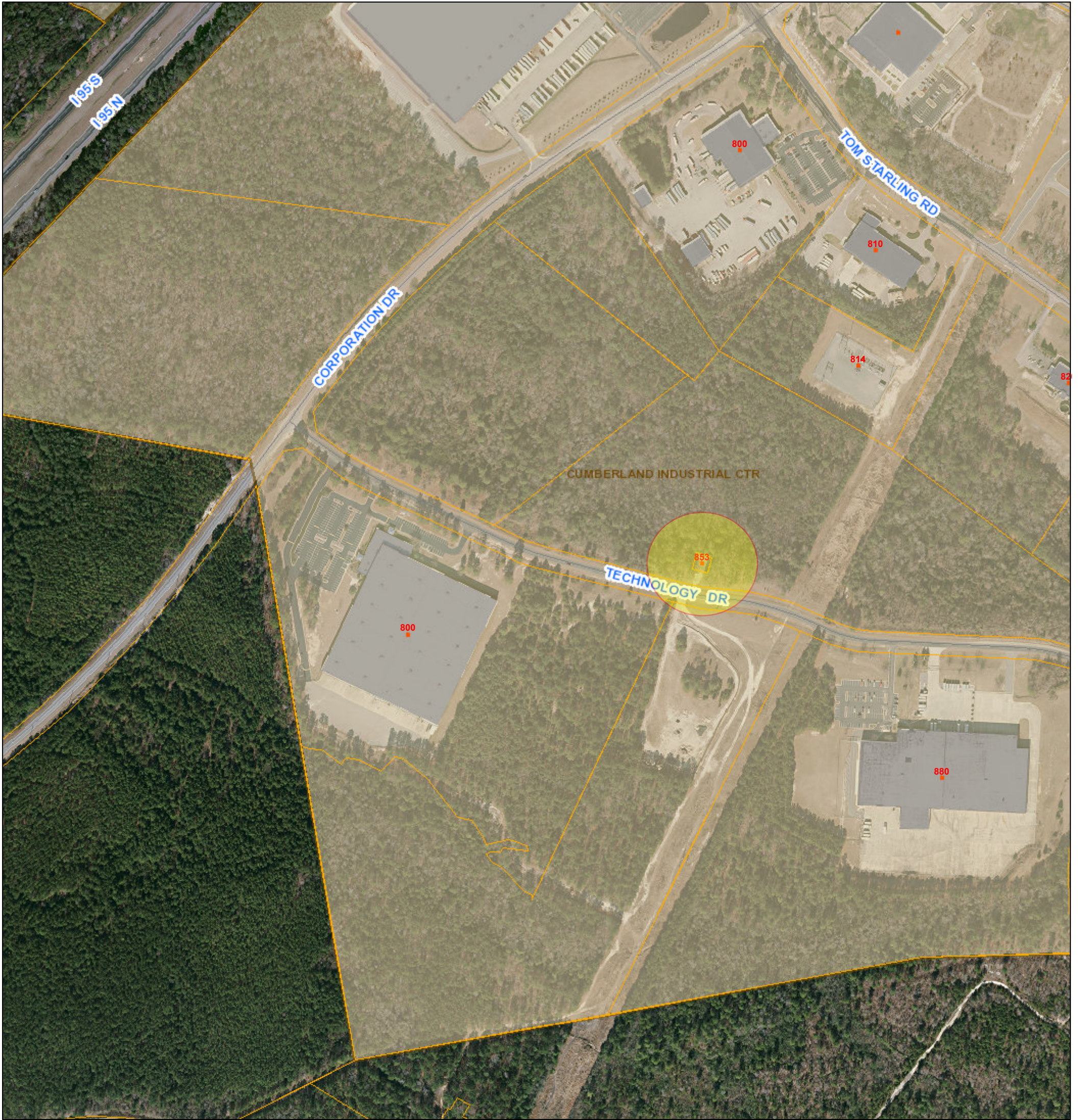


A circular professional seal for a North Carolina Registered Land Surveyor. The outer ring contains the text "NORTH CAROLINA" at the top and "REGISTERED" at the bottom. Inside this ring, the license number "L-2984" is prominently displayed in the center. Below the license number, the words "LAND SURVEYOR" are written in a smaller font. At the very bottom of the seal, the name "GORDON S. STROUT" is inscribed.

2301 Fernwoods Drive  
Post Office Box 31388, Raleigh, NC 27622-1388  
Tel: 919/782-5511 Fax: 919/782-5905



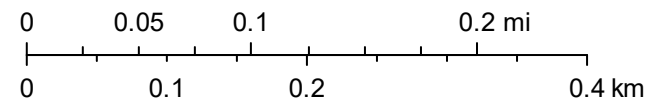
# ArcGIS Web Map



10/7/2021, 10:53:38 AM

1:5,400

- |                             |                           |
|-----------------------------|---------------------------|
| Parcels                     | Linden                    |
| Address                     | Stedman                   |
| Buildings                   | Wade                      |
| Streets                     | Subdivisions-MHPS         |
| <b>HydroPolygons</b>        | <b>Cumberland2017.sid</b> |
| HydroPolygons               | Red: Band_1               |
| <b>Municipal Boundaries</b> | Green: Band_2             |
| Fayetteville                | Blue: Band_3              |
| Hope Mills                  |                           |
| Spring Lake                 |                           |
| Eastover                    |                           |
| Falcon                      |                           |
| Godwin                      |                           |



CCGIS \ ESRI Charlotte  
CCGIS



**OPTION AND LEASE AGREEMENT**

This Option and Lease Agreement (the "AGREEMENT") is entered into pursuant to North Carolina General Statute 158.7.1 as of the 2nd day of June, 1997 between THE COUNTY OF CUMBERLAND, a body politic corporate of the State of North Carolina (the "LANDLORD") and GEARON & CO., INC. (the "TENANT").

**PROPERTY**

LANDLORD is the owner of certain real property located in Cumberland County, State of North Carolina and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 4200 square feet, together with a right of way thereto, as hereinafter described (such portion of real property and such right of way being hereinafter called the "Property"). The Property is more specifically described in Exhibit "A". Attached hereto and made a part hereof by reference.

**OPTION**

NOW, THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500.00) (the "OPTION MONEY"), to be paid by TENANT to LANDLORD upon TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "OPTION") to lease the Property in accordance with the terms and conditions set forth herein.

**Option Period.** The Option may be exercised at any time on or prior to July 1, 1997 (the "OPTION PERIOD"). At TENANT's election, and upon TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option Period may be further extended for an additional period of six (6) months, through and including January 1, 1998 with an additional payment of Five Hundred Dollars (\$500.00) by TENANT to LANDLORD for the extension of the Option Period. The Option Period may be thereafter further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may thereafter be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

**Transfer of Option.** The Option may be sold, assigned, or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent



of LANDLORD, such consent not to be unreasonably withheld. From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

**Changes in Property During Option Period.** If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell or change the status of the zoning of the Property or the other real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Property ("LANDLORD's Surrounding Property"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this AGREEMENT.

**Title.** LANDLORD warrants that LANDLORD is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property, and that there are no other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

**Inspections.** LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Property, LANDLORD's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

**Surveys.** LANDLORD also hereby grants to TENANT the right to survey the Property and LANDLORD's Surrounding Property or portion thereof, and the legal

description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". If as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses or approvals, TENANT desires to alter or modify the description of the Property in Exhibit "A" so as to relocate or enlarge all or any portion of the Property to other portions of LANDLORD's Surrounding Property (a "Relocation Site"), TENANT shall notify LANDLORD of such desire and deliver to LANDLORD a copy of the survey and legal description of the portions of the Property and LANDLORD's Surrounding Property that TENANT proposes as a Relocation Site. LANDLORD shall have the right to approve any Relocation Site, and LANDLORD agrees not to unreasonably withhold its approval, such approval to be based on commercially reasonable standards. LANDLORD agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LANDLORD and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LANDLORD approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A", and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by TENANT, LANDLORD shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property.

**Governmental Approvals.** TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

**Utility Services.** During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT or to the utility company. If LANDLORD fails to fulfill LANDLORD's

obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including (but not limited to) costs of environmental assessments, title examinations, zoning application fees, and attorneys' fees and other legal expenses of TENANT.

**Exercise of Option.** TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions:

### **LEASE AGREEMENT**

1. **Lease of Property.** LANDLORD hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty-foot (20") wide right-of-way extending from the nearest public right-of-way, which is known as Technology Drive, to the Property, as such right-of-way is described on Exhibit A hereto (the Right-of-Way").

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of Six Thousand Dollars (\$6,000.00) to be paid in equal monthly installments on the first day of each month during the term, in advance, to Cumberland County Finance Director or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Option is exercised on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

<b><u>Extended Term</u></b>	<b><u>Annual Rental</u></b>
1st five year renewal	\$ 6,900.00
2nd five year renewal	\$ 7,935.00
3rd five year renewal	\$ 9,125.00
4th five year renewal	\$10,494.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. **Use.** TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole or three sided antenna structure of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Property (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's expense. LANDLORD grants TENANT the right to use such portions of LANDLORD's Surrounding Property as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Property for construction machinery and equipment, (2) the right to use such portions of LANDLORD's Surrounding Property as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) the right to construct and maintain improvements on LANDLORD's Surrounding Property and/or the Right-of-Way reasonably necessary for the maintenance and operation of the Communications Facility. TENANT

will maintain the Property and all of TENANT's improvements on the Property in a reasonable condition.

TENANT, at TENANT's option, may erect either a self supporting tower or a guyed tower suitable for its proposed use. Should TENANT choose to erect a guyed tower, LANDLORD hereby grants an appurtenant easement to TENANT in, over, and across the Property as well as the property owned by LANDLORD surrounding the Property, as is deemed necessary by TENANT, its successors or assigns, for the purpose of anchoring, mounting, maintaining, repairing and replacing guy wires extending from TENANT's tower. The easement granted herein shall extend such distance from the TENANT's tower as is reasonably necessary, in TENANT's sole discretion, to properly support said tower with the area over which such wires extend being considered a part of the easement area and the leased Property. LANDLORD grants TENANT the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs which may interfere with or fall upon TENANT's tower or the tower's guy wires or the TENANT's other improvements.

7. **Governmental Approvals.** LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD and all rentals paid to LANDLORD prior to the termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Indemnification.** TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD agrees that TENANT

may self-insure against any loss or damage which could be covered by a comprehensive general public liability policy. TENANT's self-insurance plan must be approved by the County Risk-Management Department and the County Attorney's Office prior to construction.

9. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the improvements constructed by TENANT on the Property or TENANTS leasehold interest.

10. **Removal of Improvements.** Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LANDLORD's option, upon termination of this Agreement and upon LANDLORD's advance written notice to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LANDLORD. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

11. **Sale of Property.** If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell the Property, or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, such sale shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any other areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other communications facilities if, in TENANT's sole judgment, such installation, operation or maintenance would interfere with TENANT's facilities.

12. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

13. **Assignment.** This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, to any successor entity with or into which TENANT is sold,



merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. TENANT may sublease the Property, but will provide notice to LANDLORD of the sublease.

14. **Condemnation.** If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

15. **Subordination.** At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LANDLORD, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to TENANT a non-disturbance agreement in recordable form from the holder of each deed to secure debt or mortgage.

16. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Property. LANDLORD, at LANDLORD's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement,

TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT:

17. **Hazardous Substances.** To the extent allowed by North Carolina law LANDLORD shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorney's fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LANDLORD harmless from and indemnify LANDLORD against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.

18. **Opportunity to Cure.** If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period to time to

cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

19. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of North Carolina with venue in Cumberland County.

20. **Notices.** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT:                                      Gearon & Co., Inc.  
                                                         1760 The Exchange, N.W. Suite 200  
                                                         Atlanta, Georgia 30339

LANDLORD:                                   County Manager  
                                                         County of Cumberland  
                                                         P.O. Box 1829  
                                                         Fayetteville, N.C. 28302-1829

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

21. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

22. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD

or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

23. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

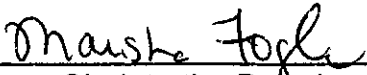
**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LANDLORD:**

COUNTY OF CUMBERLAND

BY:   
J. LEE WARREN, JR., Chairman

ATTEST:   
Clerk to the Board

(CORPORATE SEAL)

**TENANT:**

GEARON & CO., INC., a Georgia Corporation

BY:   
SUE B. CHAPMAN, Asst. Vice President

ATTEST:   
K.W. MASER, Secretary

(CORPORATE SEAL)

GEARON & CO., INC.  
OPTION AND LEASE AGREEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that K.W. Maser personally appeared before me this day and acknowledged that she is Secretary of GEARON & CO., INC., a Georgia corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Assistant Vice President, sealed with its corporate seal and attested by her as its Secretary.

WITNESS my hand and official seal this \_\_\_\_\_ day of June 1997.

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

\_\_\_\_\_  
NOTARY PUBLIC

\*\*\*\*\*

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, ELAINE J. BOWSER, a Notary Public in and for the State of North Carolina, certify that MARSHA FOGLE personally appeared before me this day and acknowledged that she is the Clerk to the Board of County Commissioners; that J. LEE WARREN, JR. is the Chairman of said Board; that the seal affixed to the foregoing deed is the Corporate Seal of said Board; that said Deed was signed and sealed by said Chairman and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said MARSHA FOGLE acknowledged the said Deed to be the act and deed of the said Board.

WITNESS my hand and seal this the 4th day of June 1997.

Elaine J. Bowser  
Notary Public

My commission expires: April 28, 1998

J:\CM\CO\CMDHCOGC.477

GEARON & CO., INC.  
OPTION AND LEASE AGREEMENT



IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESSES:

TENANT:

GEARON &amp; CO., INC., a Georgia corporation

Patricia Howell

By: K.W. Maser

K.W. Maser, Vice President

Marc Maser

Attest: Aimée C. Malik

Aimée C. Malik, Assistant Secretary

[CORPORATE SEAL]

STATE OF GEORGIA

COUNTY OF COBB

I, Jerilyn Prowse, a notary public for said county and state, do hereby certify that Aimée C. Malik personally appeared before me this day and acknowledged that she is the Assistant Secretary of GEARON & CO., INC., a Georgia corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by her as its Assistant Secretary.

WITNESS my hand and official seal this 12th day of June, 1997.

Jerilyn Prowse

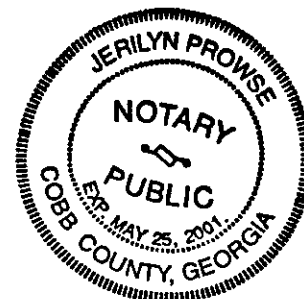
Jerilyn Prowse

Notary Public

My Commission Expires:

05-25-2001

[NOTARY SEAL]



Kip Patrick Stockton  
4301 Lake ...  
Suite 400  
Raleigh, NC 27607

2K5048PG0053

RECEIVED

3- 5-1999 PM 4:13

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

!! 754

MEMORANDUM AND AMENDMENT OF LEASE

GEORGE E. TATUM  
REGISTER OF DEEDS  
CUMBERLAND CO., N.C.

GEORGE E. TATUM  
REGISTER OF DEEDS  
CUMBERLAND COUNTY, N.C.

This Memorandum and Amendment of Lease is by and between THE COUNTY OF CUMBERLAND, a body politic corporate of the State of North Carolina ("Landlord") and BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership ("Tenant"), pursuant to which Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Premises upon the following terms:

Date of Lease:	June 2, 1997
Description of Property:	See Exhibit A attached hereto and incorporated herein by reference.
Term:	Five (5) year initial term, with Four (4) additional option terms of Five (5) years each, for a total of Twenty-Five (25) years, including extensions and renewals, if any.
Commencement Date:	September 24, 1997

The purpose of this Memorandum and Amendment of Lease is to give record notice of the Lease and of the rights created thereby and to modify the legal description of the subject property to be as shown on EXHIBIT A, attached hereto and incorporated herein by reference, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum and Amendment of Lease by reference.

**Signature Page Attached Hereto and Incorporated Herein by Reference**

16.00  
8/13/11

IN WITNESS WHEREOF, the parties have executed this Memorandum and Amendment of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD:

COUNTY OF CUMBERLAND

BY: Thomas B. Bacote  
Chairman  
Cumberland County Board of Commissioners

ATTEST: Marsha Fogle  
... Clerk to the Board

(CORPORATE SEAL)

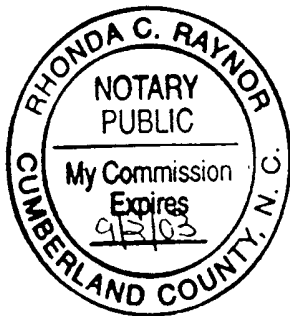
STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, Rhonda C. Raynor, a Notary Public of the County and State aforesaid, do hereby certify that marsha fogle this day appeared before me and acknowledged that he/she is Clerk of the Board of the County Commissioners of Cumberland County, and that pursuant to a resolution adopted by said Board, and as the act of Cumberland County, the foregoing instrument was signed in its name by Thomas B. Bacote, its Chairman, sealed with its corporate seal, and attested by himself/herself as its Clerk.

Witness my hand and official stamp or seal, this 1st day of march, 1999.

My Commission Expires: 9/2/03



Rhonda C. Raynor  
Notary Public

## TENANT:

BELLSOUTH CAROLINAS PCS, L.P., a  
Delaware limited partnership (SEAL)

By: BELLSOUTH PERSONAL  
COMMUNICATIONS, INC.,  
a Delaware corporation, general partner

BY: [Signature]  
Bill C. Mayberry  
Assitant Vice President - Real Estate

ATTEST:

[Signature]  
Mark Van Dyke  
Assistant Secretary  
(CORPORATE SEAL)

STATE OF Georgia  
COUNTY OF Fulton

I, a Notary Public for said county and state, do hereby certify that Mark Van Dyke personally appeared before me this day and acknowledged that he/she is Assistant Secretary of BELLSOUTH PERSONAL COMMUNICATIONS, INC., a Delaware corporation, general partner of BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership, and that by authority duly given and as the act of the corporation on behalf of the partnership the foregoing instrument was signed in its name by its Assistant Vice President - Real Estate, sealed with its corporate seal and attested by him/her as its Assistant Secretary.

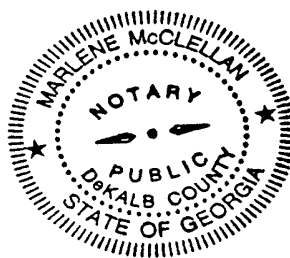
1999. WITNESS my hand and official seal this 2 day of February,  
[Signature]  
Notary Public

My Commission Expires:

4/1/02

RALLIB01:496064.01

141-044



The foregoing Certificate(s) of

Rhonda C. Raynor & Marlene McClellan

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY,  
Deputy / Assistant - Register of Deeds

By Cindy W. Hurdley

SITE 141-044-D-TECHNOLOGY DR.

LEGAL DESCRIPTION

Being a portion of that certain parcel of land lying in Cumberland County, North Carolina, now or formerly the property of County of Cumberland, State of North Carolina as described in the following Deed: Book 2927, Page 153; of the Cumberland County Registry, and being more particularly described as follows:

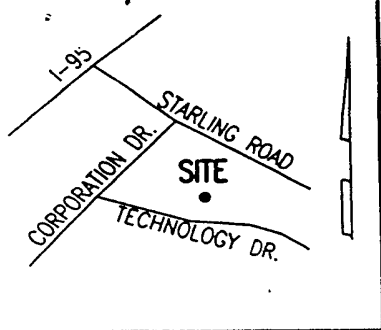
Lease Area:

Beginning at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Beginning Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of the County of Cumberland, State of North Carolina as described above; thence from said Beginning Point N 14-30-53 E 60.00 feet; thence S 75-29-07 E 70.00 feet; thence S 14-30-53 W 60.00 feet; thence N 75-29-07 W 70.00 feet to the Beginning, containing 4200 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley dated May 30, 1997.

Together with a variable nonexclusive easement for utilities and for ingress, egress and regress for pedestrians and vehicular access to the above described Lease Area, the centerline of said easement being more particularly described as follows:

Commencing at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of County of Cumberland, State of North Carolina as described above; thence S 75-29-07 E 35.00 feet to the place and Point of Beginning; thence from said Point of Beginning S 14-30-53 W 14.39 feet; thence along the arc of a curve to the right, said curve having a radius of 100.00 feet and a chord bearing and distance of S 26-07-29 W 40.25 to a point on the northern right-of-way line of Technology Drive, containing 1092 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley dated May 30, 1997.

Together with a utility easement across the lands of the Landlord in a location reasonably designated by the Tenant, or the utility provider installing the service, so as to provide electrical service to the Leased Area sufficient to operate the improvements of Tenant on the Leased Area.

BK5048 397  
BK5048 PG0097CITY OF FAYETTEVILLE  
D.B. 4317, PG. 646

## VICINITY MAP

NORTH CAROLINA  
GRID COORDINATES  
(NAD 83)

Y = 435975.08

X = 2032140.15

N44°14'41"E  
64.85' (TIE LINE)

TECHNOLOGY DRIVE

EXIST. 100'  
CAROLINA POWER & LIGHT COMPANY R/W  
P.B. 75, PG. 26EXIST. 20' N.C.N.G. EASEMENT  
P.B. 75, PG. 26EXIST. 30' DRAINAGE EASEMENT  
P.B. 75, PG. 26EXIST. 30'  
P.W.C. UTILITY EASEMENT  
P.B. 75, PG. 26LOT 27  
CUMBERLAND INDUSTRIAL CENTER  
SECTION II  
P.B. 72, PG. 146  
P.B. 79, PG. 61  
EXIST. 30' DRAINAGE EASEMENT  
P.B. 75, PG. 26LOT 12  
CUMBERLAND INDUSTRIAL CENTER  
SECTION II  
P.B. 72, PG. 146  
P.B. 79, PG. 61  
COUNTY OF CUMBERLAND,  
STATE OF NORTH CAROLINA  
D.B. 2927, PG. 153LOT 11  
CUMBERLAND INDUSTRIAL CENTER  
SECTION II  
P.B. 72, PG. 146  
P.B. 79, PG. 61  
MAIDENFORM, INC.  
D.B. 3663, PG. 454NOTE: THIS SURVEY IS OF A PORTION OF  
AN EXISTING PARCEL OR PARCELS OF LAND  
AND DOES NOT CREATE A NEW STREET  
OR CHANGE AN EXISTING STREET.NOTE: SITE IMPROVEMENTS CONSTRUCTED OR  
INSTALLED SINCE 5/30/97, ALONG WITH THEIR  
RELATIONSHIP TO LEASE AND EASEMENT  
BOUNDARIES, ARE NOT SHOWN.

CURVE DATA		
CURVE	RADIUS	CHORD
C1	100.00'	S26°07'29"W 40.25'

LEASE SITE		
LINE	BEARING	DISTANCE
L1	N14°30'53"E	60.00'
L2	S75°29'07"E	70.00'
L3	S14°30'53"W	60.00'
L4	N75°29'07"W	70.00'

LEASE AREA : 4200 S.F.

## NOTES:

- 1) BEARINGS ARE NC GRID AND DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED.
- 2) THIS LEASE EXHIBIT HAS BEEN PREPARED PARTIALLY FROM AN ACTUAL FIELD SURVEY AND PARTIALLY FROM MAPS AND DEEDS OF RECORD.
- 3) THIS MAP REPRESENTS ONLY A SURVEY OF THE LEASE AREA, AND IS NOT INTENDED FOR ANY OTHER USE.
- 4) GRID COORDINATES SHOWN ARE FROM AN ACTUAL GPS SURVEY PERFORMED TO 3RD ORDER CLASS I FGCC SPECIFICATIONS USING STATIC GPS FIELD PROCEDURES WITH (3) WILD SR299 GPS SENSORS.

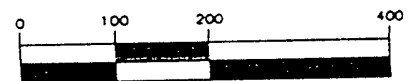
NOTE: THIS SURVEY IS  
CURRENT AS OF: 5/30/97This map is not a certified  
survey and has not been  
reviewed by a local  
government agency  
for compliance with any  
applicable land development  
regulations.NOTE: THE INFORMATION CONTAINED  
HEREON IS SUBJECT TO THE FINDINGS  
OF A COMPLETE AND ACCURATE  
OPINION OF TITLE AND TO THOSE  
EXCEPTIONS, IF ANY, NOTED THEREON.

C/L ACCESS AND UTILITY EASEMENT		
LINE	BEARING	DISTANCE
L5	S14°30'53"W	14.39'

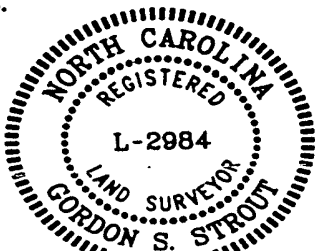
EASEMENT AREA : 1092 S.F.

## LEGEND

—	LINE SURVEYED
- - -	LINE NOT SURVEYED
●	IRON PIN SET
○	IPF - IRON PIN FOUND
OHE	OVERHEAD ELECTRIC
SMH	SANITARY MANHOLE
SS	SANITARY SEWER LINE



DATE : MAY 30, 1997



GORDON S. STROUT

NC L-2984

DATE

## LEASE EXHIBIT FOR

**BELLSOUTH**

Carolinas PCS, L.P.

OF SITE 141-0440-TECHNOLOGY DR. BEING A 60' X 70' PORTION  
OF THE PROPERTY OF COUNTY OF CUMBERLAND, STATE OF N.C.  
WHICH IS LOCATED NEAR THE INTERSECTION OF CORPORATION DR.  
AND TECHNOLOGY DR. IN CUMBERLAND COUNTY, NORTH CAROLINA.Raleigh, NC  
Chattanooga, TNGreenville, SC  
Atlanta, GA**Piedmont Osen Hensley**  
ENGINEERS/ARCHITECTS/PLANNERS2301 Redwoods Drive  
Post Office Box 31388, Raleigh, NC 27622-1388  
Tel: 919/782-5511 Fax: 919/782-5605



## CELLULAR MONOPOLE LAND LEASE – 853 TECHNOLOGY DRIVE

### COMPARISON OF LEASE TERMS

#### Current Lease Terms:

- Lessee: Bellsouth Carolinas PCS, L.P./Bellsouth Personal Communications, Inc.
- Date of Lease: June 2, 1997; Commencement Date of First Amendment/Extension: September 24, 1997
- Approximately 4,200 square feet of land is being leased from the County
- Five (5) year initial term with four (4) additional option terms of five (5) years each, for a total of twenty-five (25) years including extensions and renewals
- Initial five (5) year rental rate was \$6,000 per year
  - 1<sup>st</sup> 5-year renewal: \$6,900/year
  - 2<sup>nd</sup> 5-year renewal: \$7,935/year
  - 3<sup>rd</sup> 5-year renewal: \$9,125/year
  - 4<sup>th</sup> 5-year renewal: \$10,494/year
- ***Total rent for twenty-five (25) year period: \$202,270***

#### Proposed Terms:

- Amend lease to add four (4) five (5) year automatic renewal terms
- \$5,000 “Conditional Lease Amendment Signing Bonus”
- Increase annual rent by 15% of the annual rent in effect for the preceding year
  - 1<sup>st</sup> 5-year renewal: \$12,068.10/year
  - 2<sup>nd</sup> 5-year renewal: \$13,878.32/year
  - 3<sup>rd</sup> 5-year renewal: \$15,960.07/year
  - 4<sup>th</sup> 5-year renewal: \$18,354.08/year
- ***Total rent for twenty (20) year period with signing bonus: \$306,302.85***



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/8/2021**

**SUBJECT: ARP COMMITTEE UPDATE**

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

**Presenter(s): AMY CANNON, COUNTY MANAGER**

**BACKGROUND**

The ARP Committee met on October 4, 2021.

County Attorney Rick Moorefield presented information on ARP Fiscal Recovery Programs and Compliance with N.C. General Statutes. His presentation is attached. The key points for ARP funding are:

- Federal law, including the federal procurement laws, applies.
- The state Constitution and law apply and strongly restrict the use of the funds.
- The applicability of the state and federal law makes this particularly cumbersome.

Finance Director and General Manager for Financial Services Vicki Evans shared the attached information on Financial Compliance Requirements and Tracking.

**ARP Training – School of Government**

A six-day virtual course held over three weeks in October has been developed to explore the details of allowable expenditures under the ARP as well as NC state law, the intricacies of the Uniform Guidance and other state and federal compliance, reporting and auditing requirements.

This free training will include faculty from the School of Government, staff from the NCACC, NC Department of State Treasurer, NC League of Municipalities and the NC Pandemic Recovery Office. Our

internal ARP Workgroup and many other staff members will be participating in this training. The dates of the scheduled sessions are:

- October 13: Understanding ARP/CLFRF: Laying the Foundation\*
- October 15: Compliance Requirements I: Auditing, Subawards and Reports
- October 20: Compliance Requirements II: Procurement, Conflicts of Interest and Other Uniform Guidance Provisions
- October 22: Eligible Uses Under CLFRF and State Law
- October 26: Best Practices for Effective Community Engagement
- October 28: Strategic Planning and Performance Management

### **Program Administration**

For the application-based programs, our goal is to use internal resources as much as possible to manage the intake process. For Household Assistance, we have had conversations with Social Services Director Brenda Jackson about utilizing caseworkers to manage this process. Our goal is to utilize Community Development as the lead for the Business Assistance program and we will assemble an internal workgroup for the Non-Profit Assistance program. The committee reviewed DRAFT applications for these programs and provided feedback.

### **Staff Needed for ARP**

At the September 9, 2021 Agenda Session, the Board asked that I develop our staffing needs and report back to the ARP Committee. Our internal workgroup is continuing to participate in the School of Government virtual “office hour” calls and NCACC Manager weekly meetings, which have been very helpful in understanding the details of ARP from a Treasury guidance standpoint, coupled with the mandates related to NC general statutes. We are developing a framework of roles and responsibilities across the following functional areas: finance, budget and performance measurement, procurement, administration, legal and infrastructure.

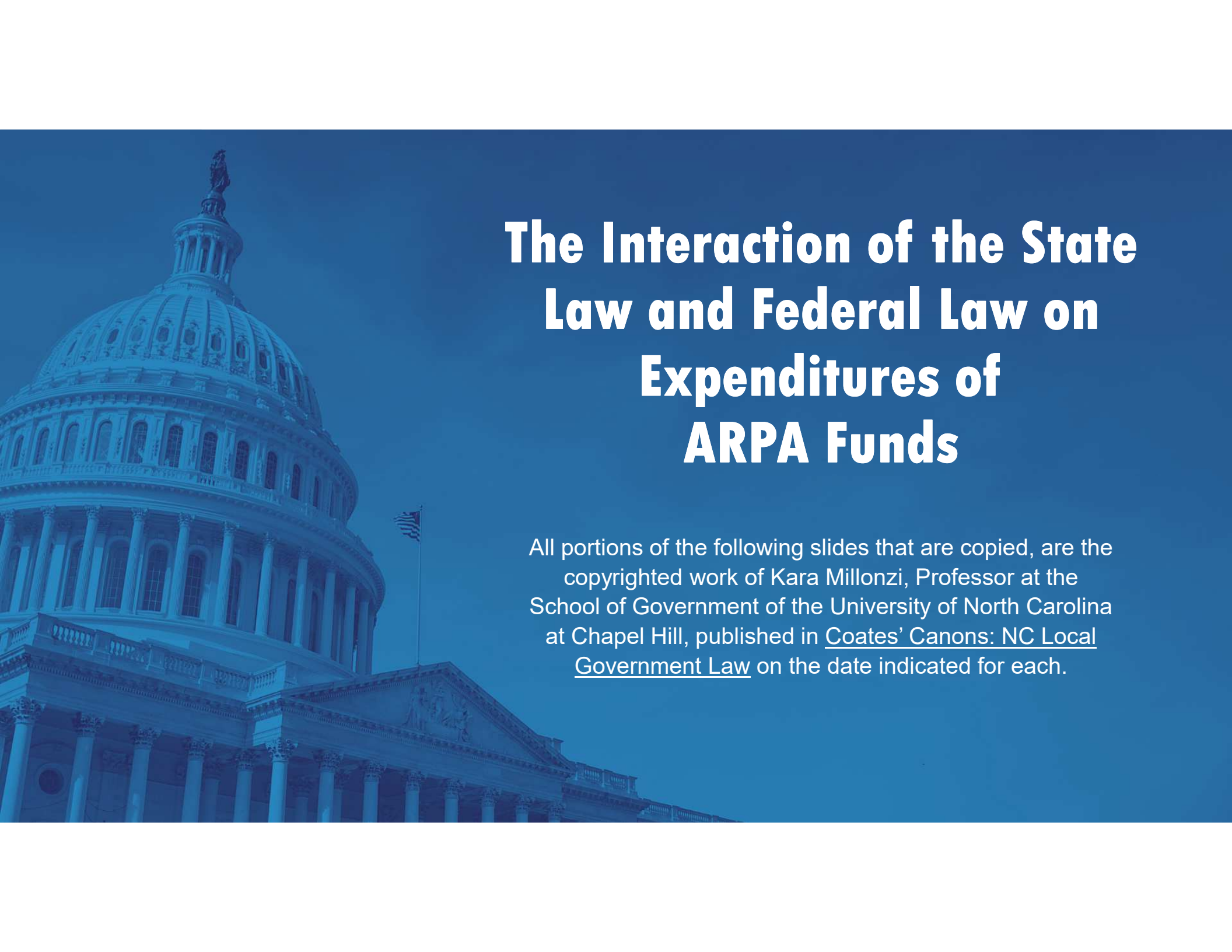
Our Management Analyst position approved in the FY2022 budget will have a significant role in the ARP programs. At this point we have identified the need for additional staff in Finance and Engineering and we are refining that need to begin developing job descriptions. We will bring that information back to the Committee once it is finalized.

### **RECOMMENDATION / PROPOSED ACTION**

For information purposes.

#### **ATTACHMENTS:**

Description	Type
ARP Fiscal Recovery Programs and Compliance with NC Statutes	Backup Material
Financial Compliance presentation	Backup Material



# **The Interaction of the State Law and Federal Law on Expenditures of ARPA Funds**

All portions of the following slides that are copied, are the copyrighted work of Kara Millonzi, Professor at the School of Government of the University of North Carolina at Chapel Hill, published in Coates' Canons: NC Local Government Law on the date indicated for each.

# NORTH CAROLINA STATE CONSTITUTION

## ARTICLE 1 DECLARATION OF RIGHTS

### **Sec. 32. Exclusive emoluments.**

No person or set of persons is entitled to exclusive or separate emoluments or privileges from the community but in consideration of public services.

# A County's Authority to Accept ARPA Funds is Controlled by State Law

Note that for all local governments, the unit's governing board must accept the grant funds (either from the federal government directly or from the state). The state law that allows a local government to accept the ARP grant funds, [G.S. 160A-17.1](#), states that

the governing body of any city or county is hereby authorized to make contracts for and to accept grants-in-aid and loans from the federal and State governments and their agencies for constructing, expanding, maintaining, and operating any project or facility, or performing any function, which such city or county may be authorized by general law or local act to provide or perform.

. . .when a statute expressly directs the governing board to undertake an action, only the board may take that action. The board need not adopt a formal resolution, but it must vote to authorize the receipt of the funds and then delegate authority to the manager, mayor, or another employee or official to execute any necessary agreements on behalf of the board.

Millonzi, [Funding Updates for NC Local Governments](#), May 14, 2021



# State Law Limitations on Expending ARPA Funds

## State Law Authority

As a reminder, local governments must spend their ARP monies consistent with these federal requirements AND in accordance with state law authority. North Carolina's state law authority does not currently allow local governments to expend their ARP funds for all the purposes allowed under federal law. Local government officials must ensure that any proposed expenditure fits within the allowable categories under the federal law AND is explicitly authorized by state law. So it is not sufficient to simply follow the spending guidance in the Interim Final Rule, a local government must also act within the parameters of state law authority when implementing any programs, services, projects, or activities, funded with ARP monies.

Millonzi, [Local Government Authority to Expend their Allocations](#), May 14, 2021

# Example of State Law Limitation – Allocations to Non-profits

## What the ARPA says:

*To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.*

## What the state law allows:

However, unless pursuant to a specific, statutorily authorized program, a local government may not simply grant, appropriate, or donate monies to nonprofit entities, even if it only uses ARP dollars. Under current law,\* though, a local government may contract with a private individual or entity to carry out an activity/program/project that the local government has statutory authority to undertake. See [G.S. 160A-20.1](#) (municipalities); [G.S. 153A-449](#) (counties).

In other words, if a municipality or county has statutory authority to finance a particular program, then it may contract with a private entity to perform that program. But a municipality or county may not appropriate public monies to a private entity, including a non-profit, if the monies ultimately will be spent on a program that the government could not fund directly.

Millonzi, [Local Government Authority to Expend their Allocations](#), June 29, 2021

# Example of Federal Law More Restrictive than State Law — Premium Pay

## What the state law says:

**§ 153A-92.** Compensation. (a) Subject to the limitations set forth in subsection (b) of this section, the board of commissioners shall fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees, whether elected or appointed, and may adopt position classification plans.

## What the ARPA allows:

The ARPA makes all local government employees eligible for premium pay; however, it restricts ARP funds being used for this purpose unless the employee: interacts regularly with patients, the public, or coworkers; or regularly physically handles items that were handled by, or are to be handled by patients, the public, or coworkers; and the payment is limited in amount and by the income of the employee.

## The Take-Away on ARPA

1. Federal law, including the federal procurement laws, applies.
2. The state Constitution and law apply and strongly restrict the use of the funds.
3. The applicability of the state and federal law make this particularly cumbersome.



# THE AMERICAN RESCUE PLAN

Coronavirus Local Fiscal Recovery Fund





# **Financial Compliance Requirements and Tracking**

All portions of the following slides that are copied are the copyrighted work of Connor Crews, Attorney at the School of Government of the University of North Carolina at Chapel Hill.



# Procurement Rules for ARP Act Fiscal Recovery Funds: The Federal Overlay

- SLFRF recipients "must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320."<sup>1</sup>
- "The non-Federal entity must have and use documented procurement procedures, **consistent with State, local, and tribal laws and regulations and the standards of this section**, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procedures **must conform to the procurement standards identified in 200.317 through 200.327 of this subpart**."<sup>2</sup>



<sup>1</sup>U.S. Department of Treasury, Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds, Version 1.1 (June 24, 2021), <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

<sup>2</sup>2 C.F.R. 200.318(a).

# What Subpart D Requires Before Bidding and Contracting

1. Adopt written purchasing procedures.<sup>1</sup>
2. Adopt written standards of conduct governing conflicts of interest and actions of public officials and employees involved in selection of federally funded contracts or administration of federal grants.<sup>2</sup>
  - Is contractor assisting with specs? Disqualify them!<sup>3</sup>
3. For every procurement in excess of Simplified Acquisition Threshold (\$250,000), conduct a price or cost analysis.<sup>4</sup>
4. Avoid acquisition of unnecessary or duplicative items. No stockpiling.<sup>5</sup>

<sup>1</sup>2 C.F.R. 200.319(d).

<sup>2</sup>2 C.F.R. 200.318(c)(l).

<sup>3</sup>2 C.F.R. 200.319(b).

<sup>4</sup>2 C.F.R. 200.324(a).

<sup>5</sup>2 C.F.R. 200.318(d).

# What Subpart D Requires When Bidding and Contracting

1. Undertake transaction "in a manner providing full and open competition."<sup>6</sup>
2. Follow applicable procurement methods.<sup>7</sup>
  - **Formal**
    - Sealed Bidding
    - Proposals
  - **Informal**
    - Small Purchase
    - Micropurchase
  - **Noncompetitive**
3. Award only to **responsible contractors**, giving consideration to integrity, compliance with public policy, record of past performance, and financial and technical resources.<sup>8</sup>
4. Take all necessary affirmative steps to ensure M/WBE and small business participation.<sup>9</sup>
5. Avoid state and local preferences.<sup>10</sup>

<sup>6</sup>2 C.F.R. 200.319(a).

<sup>7</sup>2 C.F.R. 200.320.

<sup>8</sup>2 C.F.R. 200.318(h).

<sup>9</sup>2 C.F.R. 200.321.

<sup>10</sup>2 C.F.R. 200.319(c).

# What Subpart D Requires When Contracting

1. Include all applicable contract clauses contained in 2 C.F.R. Part 200, Appendix 11.<sup>11</sup>
2. Use time-and-materials type contracts only in limited circumstances.<sup>12</sup>
  - Must include a ceiling price.
  - Must monitor contractor closely to ensure cost control.
3. Do not contract with a debarred or suspended vendor or contractor.<sup>13</sup>
4. Maintain records sufficient to detail the history of procurement.<sup>14</sup> **[CRITICAL]**
  - Records should include, without limitation, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

<sup>11</sup>2 C.F.R. 200.327.

<sup>12</sup>2 C.F.R. 200.318(j)(l).

<sup>13</sup>2 C.F.R. 200.321.

<sup>14</sup>2 C.F.R. 200.318(j)(l).

# Documentation Requirements – for Payroll and Benefit Costs

1. County's personnel ordinance
2. County's personnel policies
3. Random sample of employee job descriptions
4. Evidence that employees spent at least 50% of work time on covid related activities (must be periodically updated/validated) – specific to public health & safety
5. Evidence that employees are eligible for premium pay (includes calculation of 150% of median income)
6. Approved timesheets
7. Summary spreadsheet by employee, by pay period
8. Payroll register for each pay period that matches spreadsheet and timesheets
9. County benefits summary

## Additional Documentation Requirements - Will Be Validated During Audit of Expenditures

1. Performance measures, goals, outcomes – methodology and how that ties back to expenditures
2. Advertisements for public meetings, public meeting presentations and sign in sheets
3. ARP committee minutes/BOC meeting minutes referencing actions taken prior to expenditure of funds
4. Communication/website postings making the public aware of ARPA funding opportunities
5. Financial policies, Purchasing Policies, Code of Ethics/Conflict of Interest Policy



## **Additional Documentation Requirements - Will Be Validated During Audit of Expenditures**

6. Financial policies, Purchasing Policies, Code of Ethics/Conflict of Interest Policy
7. ARPA specific training logs and/or certificates of training
8. Documentation to support procurement to payment (bid documents, contract, vendor certifications, purchase order, invoices, endorsed check copies)
9. General ledger expenditure reports
10. Project closeout documentation
11. Capitalization (fixed asset) and depreciation records
12. Proof of timely reporting compliance



# THE AMERICAN RESCUE PLAN

Coronavirus Local Fiscal Recovery Fund





**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/8/2021**

**SUBJECT: UPDATE ON FAYETTEVILLE-CUMBERLAND LIAISON COMMITTEE MEETINGS**

**Requested by: GLENN ADAMS, LIAISON COMMITTEE CHAIRMAN**

**Presenter(s): GLENN ADAMS, LIAISON COMMITTEE CHAIRMAN**

**BACKGROUND**

The Fayetteville-Cumberland Liaison Committee is continuing to meet on a regular basis. In the August 18, 2021 and September 15, 2021 meetings, several motions were approved to take items back to the full Board of Commissioners and Fayetteville City Council for approval. Those items are listed below:

**August 18, 2021 Liaison Committee Meeting:**  
**Presentation by Dee Taylor on the Homeless Initiative Fund**

The Homeless Initiative Fund and Committee were created by an Interlocal Agreement between the City and County to address homelessness. The purpose of the fund is as follows:

- Provide community-wide programs/services that address homelessness
- Support the Homeless Management Information System
- Provide support for the Data and Evaluation Analyst position

After discussion regarding the membership of that committee, a motion was made to expand the Committee to provide better community representation. The recommended committee makeup is as follows:

2 County Commissioners

2 City Council Members  
Deputy City Manager  
Assistant County Manager  
City and County Community Development Directors  
Continuum of Care Chairperson  
School Superintendent or designee  
Board of Education Member

**Motion:** Approve the recommended members of the Homeless Committee recorded above and for this item to go back to the Fayetteville City Council and the Board of Commissioners for approval. This motion passed unanimously.

**September 15, 2021 Liaison Committee Meeting**  
**Presentation by Robert Van Geons on the Fayetteville-Cumberland**  
**Economic Development Commission Funding Model**

Mr. Van Geons provided the following regarding the funding model:

40% City of Fayetteville  
40% Cumberland County  
20% Private Sector donations

The FCEDC Board of Directors is currently made up of ten voting members and three ex-officio, non-voting members. The ten voting members are appointed as follows:

Cumberland County Board of Commissioners (4 Seats)

- Chairman or his designee (1)
- Resident of Cumberland County (3)

Fayetteville City Council (4 Seats)

- Mayor or his designee (1)
- Resident of Cumberland County (3)

Community Development Foundation (2 Seats)

- Member of the Community Development Foundation Board (1)
- Resident of Cumberland County (1)

Mr. Van Geons said the Community Development Foundation provided \$100,000 to FCEDC and that he would provide a list of the current private sector investors. There were additional questions raised regarding term limits, Board diversity and membership on the Business Advisory Council.

**This item will be on the October 20, 2021 Liaison Committee Meeting for follow-up and discussion.**

**Presentation by Commissioner Toni Stewart on Buncombe County's Community Paramedic Collaborative**

Buncombe County created a Community Paramedic program to address citizens struggling with behavioral health issues and substance abuse, who experience crises after hours and on weekends leaving the 911 system as the only option. To address this need, the paramedic scope of practice was expanded to allow Buncombe County Paramedics to work in tandem with trained behavioral health staff to offer unique care such as Mobile Medication Assisted Treatment and diversion from the emergency room. In addition, this program offers a

post overdose program with case management and access to treatment.

Commissioner Stewart asked that the City and County come together with resources to discuss options to fund a paramedic collaboration program in Cumberland County. Mayor Colvin responded that the City and County should work together to change the outcome of many 911 calls.

**Motion:** Chairman Evans moved that the Community Paramedic Collaboration item be taken to the City Council and Board of Commissioners for information and discussion to appoint one city council member and one county commissioner to work on the community paramedic collaboration and bring updates to the FCLC as needed. This motion passed unanimously.

After approval of this motion, Mayor Pro Tem asked if the County was willing to assist the City with the operation of the Homeless Day Center. After much discussion, the following motion was made.

**Motion:** Mayor Colvin moved that the City Council and the Board of Commissioners discuss the Homeless Day Center and get some sort of guidance on whether there is an appetite to collaborate or not, for planning purposes. The motion passed (4 to 1).

### **RECOMMENDATION / PROPOSED ACTION**

Consider actions taken by the Fayetteville-Cumberland Liaison Committee.



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 9/27/2021**

**SUBJECT: PRELIMINARY FY2021 FINANCIAL REPORT JUNE YEAR-TO-DATE**

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

**Presenter(s): NA**

**BACKGROUND**

The attached financial report shows preliminary results of the general fund for fiscal year 2021, June year-to-date. Additional detail has been provided on a separate page explaining percentages that may appear inconsistent with year-to-date expectations.

**RECOMMENDATION / PROPOSED ACTION**

No action needed. For discussion and information purposes only.

**ATTACHMENTS:**

Description	Type
Monthly Financial Report	Backup Material



**County of Cumberland  
General Fund Revenues**

REVENUES	FY19-20 AUDITED	FY20-21 ADOPTED BUDGET	FY20-21 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF September 27, 2021	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes						
Current Year	\$ 166,739,244	\$ 165,908,675	\$ 165,908,675	\$ 169,200,461	102.0%	(1)
Prior Years	817,964	897,000	897,000	1,629,364	181.6%	
Motor Vehicles	20,340,183	19,955,512	19,955,512	23,101,696	115.8%	(2)
Penalties and Interest	773,447	712,000	712,000	703,134	98.8%	
Other	835,588	1,025,000	1,025,000	1,012,111	98.7%	
Total Ad Valorem Taxes	189,506,426	188,498,187	188,498,187	195,646,765	103.8%	
Other Taxes						
Sales	47,282,838	41,542,711	42,205,011	49,933,617	118.3%	(3)
Real Estate Transfer	1,689,875	1,450,000	1,450,000	2,215,078	152.8%	
Other	909,559	959,000	959,000	847,834	88.4%	
Total Other Taxes	49,882,272	43,951,711	44,614,011	52,996,529	118.8%	
Unrestricted & Restricted Intergovernmental Revenues	61,437,895	68,389,413	78,954,370	68,962,441	87.3%	
Charges for Services	14,524,383	13,072,456	13,072,456	14,231,032	108.9%	
Other Sources (includes Transfers In)	3,048,166	1,710,608	1,876,237	1,624,475	86.6%	
Lease Land CFVMC	4,012,056	4,012,056	4,012,056	4,313,522	107.5%	
Total Other	7,060,222	5,722,664	5,888,293	5,937,997	100.8%	
<b>Total Revenue</b>	<b>\$ 322,411,198</b>	<b>\$ 319,634,431</b>	<b>\$ 331,027,317</b>	<b>\$ 337,774,764</b>	<b>102.0%</b>	
Fund Balance Appropriation		8,663,701	18,674,255	-	0.0%	
<b>Total Funding Sources</b>	<b>\$ 322,411,198</b>	<b>\$ 328,298,132</b>	<b>\$ 349,701,572</b>	<b>\$ 337,774,764</b>	<b>96.6%</b>	

**County of Cumberland**  
**General Fund Expenditures**

DEPARTMENTS	YTD ACTUAL					PERCENT OF BUDGET TO DATE	**
	FY19-20 AUDITED	FY20-21 ADOPTED BUDGET	FY20-21 REVISED BUDGET	(unaudited) AS OF September 27, 2021			
Governing Body	\$ 612,702	\$ 674,975	\$ 693,619	\$ 612,165		88.3%	
Administration	1,682,579	1,814,947	1,835,664	1,678,888		91.5%	
Public Affairs/Education	661,051	885,902	898,331	755,572		84.1%	
Human Resources	1,009,126	1,009,875	1,028,519	948,964		92.3%	
Print, Mail, and Design	643,314	756,378	795,391	732,642		92.1%	
Court Facilities	114,371	156,220	156,220	111,109		71.1% <sup>(1)</sup>	
Facilities Maintenance	967,335	1,202,491	1,419,688	1,209,765		85.2%	
Landscaping & Grounds	690,227	702,394	727,182	703,266		96.7%	
Carpentry	211,909	228,058	234,890	218,864		93.2%	
Facilities Management	1,259,321	1,523,436	1,572,880	1,471,009		93.5%	
Public Buildings Janitorial	784,441	870,951	1,044,344	878,653		84.1%	
Central Maintenance	590,365	672,722	711,468	704,020		99.0%	
Information Services	5,552,864	5,323,420	6,073,408	4,941,563		81.4%	
Board of Elections	1,400,349	1,673,589	2,183,209	1,924,358		88.1%	
Finance	1,299,307	1,418,140	1,449,215	1,358,176		93.7%	
Legal	631,925	807,290	936,155	738,493		78.9%	
Register of Deeds	2,435,628	2,526,950	3,115,363	2,366,080		75.9%	
Tax	5,625,153	6,271,825	6,466,523	5,768,828		89.2%	
General Government Other	2,976,609	7,003,558	10,413,183	7,508,484		72.1% <sup>(2)</sup>	
Sheriff	48,610,275	53,395,158	54,907,538	46,770,658		85.2%	
Emergency Services	3,655,978	4,310,596	4,562,457	3,979,701		87.2%	
Criminal Justice Pretrial	563,625	588,662	629,211	537,701		85.5%	
Youth Diversion	31,665	35,671	35,769	30,438		85.1%	
Animal Services	3,283,993	3,484,642	3,786,204	3,296,038		87.1%	
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,062,544	1,213,209	1,382,505	1,303,113		94.3%	
Health	21,068,569	24,301,667	30,445,942	23,030,559		75.6%	
Mental Health	5,316,988	5,519,255	5,524,942	5,429,601		98.3%	
Social Services	56,772,920	63,278,940	64,636,485	55,098,633		85.2%	
Veteran Services	426,127	452,713	465,142	437,823		94.1%	
Child Support	4,929,310	5,595,639	5,593,567	5,110,077		91.4%	
Spring Lake Resource Administration	29,503	34,542	34,542	28,155		81.5%	

**County of Cumberland  
General Fund Expenditures**

DEPARTMENTS	FY19-20	FY20-21	FY20-21	YTD ACTUAL	PERCENT OF	**
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	(unaudited) AS OF September 27, 2021	BUDGET TO DATE	
Library	10,168,162	10,036,208	10,505,184	9,538,364	90.8%	
Culture Recreation Other (Some of the Community Funding)	260,568	260,569	260,569	260,569	100.0%	
Planning	2,711,212	3,271,297	3,335,814	2,968,615	89.0%	
Engineering	978,925	585,162	592,711	409,892	69.2%	(3)
Cooperative Extension	558,569	799,384	809,742	622,081	76.8%	
Location Services	192,231	257,796	269,929	204,388	75.7%	
Soil Conservation	183,211	151,537	2,708,097	208,205	7.7%	(4)
Public Utilities	85,108	87,602	95,066	91,455	96.2%	
Economic Physical Development Other	20,000	20,000	20,000	20,000	100.0%	
Industrial Park	2,220	2,212	20,087	17,535	87.3%	
Economic Incentive	402,406	461,947	709,947	632,132	89.0%	
Water and Sewer	20,287	250,000	400,189	179,456	44.8%	(5)
Education	94,408,174	94,411,029	95,073,329	93,323,739	98.2%	
Other Uses:						
Transfers Out	30,131,528	19,969,574	21,141,352	20,391,446	96.5%	
<b>TOTAL</b>	<b>\$ 315,022,674</b>	<b>\$ 328,298,132</b>	<b>\$ 349,701,572</b>	<b>\$ 308,551,275</b>	<b>88.2%</b>	

Expenditures by Category	FY19-20	FY20-21	FY20-21	YTD ACTUAL	PERCENT OF
	UNAUDITED	ADOPTED BUDGET	REVISED BUDGET	(unaudited) AS OF September 27, 2021	BUDGET TO DATE
Personnel Expenditures	\$ 131,852,636	\$ 149,112,328	\$ 149,154,531	\$ 134,059,243	89.9%
Operating Expenditures	151,277,149	158,589,325	177,038,611	152,343,194	86.1%
Capital Outlay	1,761,361	626,905	2,367,078	1,757,391	74.2%
Transfers To Other Funds	30,131,528	19,969,574	21,141,352	20,391,446	96.5%
<b>TOTAL</b>	<b>\$ 315,022,674</b>	<b>\$ 328,298,132</b>	<b>\$ 349,701,572</b>	<b>\$ 308,551,275</b>	<b>88.2%</b>

## COUNTY OF CUMBERLAND

Fiscal Year 2021 - June Year-to-Date Actuals (Report Run Date: September 27, 2021)

### Additional Detail

#### General Fund Revenues

\*

- (1) **Current Year Ad Valorem 102.0%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 115.8%** - YTD Actual reflects 12 months of collections.
- (3) **Sales Tax 118.3%** - There is a three month lag. YTD Actual reflects 11 months of collections.

#### General Fund Expenditures

\*\*

- (1) **Court Facilities 71.1%** - Expenditures are in line with past fiscal year trends.
- (2) **General Government Other 72.1%** - Expenditures are in line with past fiscal year trends.
- (3) **Engineering 69.2%** - Personnel costs are low as a result of vacancies in the department.
- (4) **Soil Conservation 7.7%** - USDA grant funds and funds from the NC Division of Soil & Water Conservation remain unexpended and will be carried forward.
- (5) **Water and Sewer 44.8%** - Expenditures are in line with past fiscal year trends.



## **RISK MANAGEMENT**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JULIE A. CRAWFORD, BENEFITS COORDINATOR**

**DATE: 9/21/2021**

**SUBJECT: HEALTH INSURANCE UPDATE**

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

**Presenter(s): N/A**

#### **BACKGROUND**

As of July 1, 2019, retirees who are 65 and older became covered by a County funded fully insured plan through AmWINS. All other covered members remained insured by the County's self-funded plan through BCBS. The information provided below and within the graphs has been updated to include the monthly premium amount paid to fund the fully insured plan and the actual monthly claims amounts for all other covered members. Combining these amounts for FY20 and beyond is necessary to ensure a complete picture when comparing the claims results to prior years.

Total health insurance claims plus the fully insured premium amount for FY22 are up 93.13% for the month of August as compared to the same month in FY21. Like many other entities, BCBS reports Cumberland County is experiencing increased claims because of members receiving medical services that may have been put on hold during the earlier states of the pandemic. To provide some perspective, below is the two-month average for the past five fiscal years. This average represents the average monthly year-to-date claims for each fiscal year and includes the fully insured premium for fiscal years 20, 21 and 22. If this trend continues, a budget ordinance amendment will be needed to appropriate health insurance fund balance in order to cover the increase in cost. Staff will continue to monitor the trend. Additionally, graphs are provided in the attachment to aid in the analysis.

Year to date claims and premium payment through August	\$5,244,938
Less year to date stop loss credits	<u>(\$353,686)</u>

Net year to date claims and premium payment through August      \$4,891,252

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

FY18   \$1,442,307

FY19   \$1,622,733

FY20   \$1,435,115

FY21   \$1,489,657

FY22   \$2,622,469

**RECOMMENDATION / PROPOSED ACTION**

For information only – no action needed.

**ATTACHMENTS:**

Description

Health Insurance Graphs

Type

Backup Material







**ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JERMAINE WALKER, COUNTY ENGINEER**

**DATE: 10/6/2021**

**SUBJECT: PROJECT UPDATES**

**Requested by: BOARD OF COMMISSIONERS**

**Presenter(s): JERMAINE WALKER, COUNTY ENGINEER**

**BACKGROUND**

Please find attached the monthly project report update for your review.

**RECOMMENDATION / PROPOSED ACTION**

No action is necessary. This is for information only.

**ATTACHMENTS:**

Description	Type
10142021 Monthly Project Report	Backup Material

MONTHLY PROGRESS REPORT				
Project Location	Contract Amount	Project Status	Contract Start Date	Contract Duration
500 Executive Place - Cumberland County Emergency Services Center	\$16.8M	50% Complete. Completed structural steel for new addition. Received clearance to start drywall installation. In the process of completing mechanical yard demolition. Next two weeks expecting to start installion of plumbing, mechanical and electrical fixture. Experiencing delay for server room UPS.	3/8/2021	360 days
Spring Lake Family Resource Center, Chiller Replacement	\$197,000.00	Project delayed due to curb adapter for units. New estimated completion date is EOM November 2021.	N/A	90 days
DSS Elevators	\$1,000,000.00	Conducted bid-opening on October 4, 2021. Abell Elevator was winning bid of \$710K. Awaiting final bid tab for presentation to BOC.	N/A	N/A
Judge Maurice E. Braswell Courthouse Switchgear Replacement	\$470,000.00	On schedule for Thanksgiving weekend completion. Conducting additional transformer replacement project with PWC. Completed new concrete slab for new transformer. Will install new busway on October 18, 2021.		
Headquarters Library Parking Lot	\$37,200.00	Contract signed. Survey complete and design process underway.	5/13/2021	1/19/2022
Doorway for Register of Deeds	Pending	Conducted pre-bid on October 4, 2021. Bid opening is october 14, 2021.	N/A	N/A
DSS Camera Replacement and Security System Upgrades	\$219K	Received proposal from Security 101 for \$219K. Awaiting fiscal year funding rollover approval before contract review by legal and finance. Contract approved. Estimated completion date is February 18, 2021.	10/11/2021	270 days
Public Health Camera Replacement and Security System Upgrades	\$202K	Contract approved. Conducted kickoff meeting on October 7, 2021. Estimated completion date is December 17, 2021.	10/11/2021	270 days
Judge Maurice E. Braswell Courthouse Access Management and Security Camera System	\$452K	Contract approved. Estimated completion date is May 20, 2021.	10/11/2021	270 days
Judge Maurice E. Braswell Courthouse Bathroom Updates	Pending	Finalized scope July 23 <sup>rd</sup> . Put out for bid on August 13 <sup>th</sup> . Intent is to do LL bathroom first. Working contract. Estimated start date is mid- January 2021.	N/A	N/A
DSS roof replacement	\$1.5M	In design with Fleming and Associates.	N/A	N/A
Judge Maurice E. Braswell Courthouse roof replacement	\$400K	In design with Fleming and Associates.	N/A	N/A
LEC roof replacement	\$300K	In design with Fleming and Associates.	N/A	N/A



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/4/2021**

**SUBJECT: COMMUNITY DEVELOPMENT UPDATE**

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

**Presenter(s): COMMUNITY DEVELOPMENT STAFF**

#### **BACKGROUND**

This report provides a quarterly update on projects and activities being implemented through the Community Development Department for the Program Year period beginning July 1, 2021 and ending June 30, 2022. The funding sources used to carry out the projects and activities include the Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), Continuum of Care (CoC) Program, CDBG-CV, Emergency Rental Assistance Program, and general funds.

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

No action is needed. This item is provided for information purposes only.

#### **ATTACHMENTS:**

Description	Type
Community Development Update	Backup Material

## **COMMUNITY DEVELOPMENT UPDATE**

**AS OF SEPTEMBER 30, 2021**

### **FUNDING SOURCES**

- U.S. Department of Housing and Urban Development (HUD)
  - Community Development Block Grant (CDBG): \$903,724
  - Home Investment Partnerships Program (HOME): \$396,328
  - Home Investment Partnerships Program – American Rescue Plan (HOME-ARP): \$1,435,021
  - Continuum of Care (CoC) Program: \$168,049
- U.S. Department of Treasury
  - Emergency Rental Assistance Program: ERA1 - \$3,735,545.10 / ERA2 (40%) - \$1,182,304.80
- Local Funds
  - County General Funds (Admin): \$226,793
  - PATH / CoC Program Match: \$111,939
  - Homeless Initiative (City/County): \$200,000

### **PROJECTS / ACTIVITIES**

#### **Three-Year Homelessness Strategic Plan**

On January 19, 2021, Cumberland County issued a Request for Proposal to seek a consultant to analyze the provision of the homeless services delivery system in Cumberland County and develop a three-year actionable homelessness strategic plan. The scope of analyzation includes but is not limited to, reviewing existing services, identifying gaps and duplications across programs and services, and recommending improvements to the community's homeless service delivery system. Proposals were due February 19, 2021. The selection committee recommended OrgCode Consulting, Inc. The Consultant has completed the final Homelessness Strategic Plan to include the Gap Analysis Report. OrgCode presented the plan and report before the stakeholders and conducted a presentation before the County Board of Commissioners at the August 2, 2021 meeting. County Management recommended hiring OrgCode to assist the County with developing an implementation plan. OrgCode has provided a service offer for a fee of \$30,500.

#### **Emergency Rental Assistance Program**

In January 2021, the U.S. Department of Treasury allocated \$3,735,545 to Cumberland County and \$6,383,863 to the City of Fayetteville to implement the Emergency Rental Assistance Program established by section 501 of Division N of the consolidated Appropriations Act, 2021, Pub. L. No 116-260 (December 27, 2020). Cumberland County and the City of Fayetteville issued a joint Request for Proposal (RFP) on February 10, 2021 to seek a qualified firm to administer the Emergency Rental Assistance Program (ERAP). Five proposals were received in response to the RFP. The selection committee has made its recommendation for a consultant. The agreement with Innovative Emergency Management (IEM), Inc. was approved by the Board of Commissioners. IEM launched the application for the Rental Assistance Program on June 1, 2021, for both City and County residents. As of October 2, 2021, IEM awarded funds in the amount of \$1,164,227 in Cumberland County and \$4,624,623 in Fayetteville.

### **PROJECTS AND ACTIVITIES FOR JULY 1, 2021 – JUNE 30, 2022 FUNDING CYCLE**

#### **Public Services Projects and Activities:**

- Better Health of Cumberland County / \$35,637 in CDBG funds: to provide prescription medication, eye exams, eyeglasses, dental extractions, and transportation assistance to low to moderate income persons.
- Cape Fear Valley Hospital - Cumberland County Medication Access Program / \$15,000 in CDBG: For prescription medication and supplies. Will serve low to moderate income persons.
- Cumberland HealthNET / \$82,000 in CDBG / CDBG-CV: To use for coordinated entry positions and other operating expenses.

- The Salvation Army / \$15,000 in CDBG: For shelter operating costs. Will serve homeless individuals and families.
- Pending CDBG-CV awards: To provide additional rental assistance support to low to moderate income households.

#### **Affordable Housing Development / Investor Owner Rehabilitation Projects**

- Action Pathways / \$89,000 in CDBG funds (Pending Agreement Approval): For acquisition and rehabilitation housing units. This project will benefit low to moderate income residents.
- Hillside – FMHA LLC / \$422,604 in CDBG funds (Pending Agreement Approval): Full rehabilitation of the 32-unit senior complex.
- Kingdom Community Development Corporation / \$500,000 in HOME funds): For acquisition and construction of affordable housing units located in Spring Lake. The project is pending construction of the units.

#### **Public Facilities / Infrastructure Projects:**

- Myrover-Reese Fellowship Homes – Expansion Project / \$269,000 in CDBG funds (Pending environmental review): Funds will be used to renovate the admin building, fellowship hall, and housing units.
- **Potential Public Facilities** – Pending award and environmental review clearance.

#### **Housing Rehabilitation Projects (Owner-occupied)**

- Currently have seven (7) projects (minor and full rehabs) with pending agreements or project completion.

#### **CDBG-CV Funds (2<sup>nd</sup> Allocation)**

Cumberland County received a second allocation of CDBG-CV funding from HUD in the amount of \$435,210, bringing the total allocation for CDBG-CV funds to \$944,404. An amendment to the Program Year 2019 Annual Action Plan was submitted to HUD to outline how funds will be allocated. The Community Development Department recommended the following allocations:

<b>CDBG-CV</b>	<b>Allocation</b>
<b>FY-19-20 CDBG-CV</b>	<b>\$944,404</b>
Administration	\$100,000
Public Services (Human Services)	\$500,404
Economic Development	\$344,000
<b>Total CDBG-CV Allocations</b>	<b>\$944,404</b>

Update on expenditures:

- **Small Business Resiliency Program** – Application process was reopened and will remain open until funds are no longer available. Awards have been provided to 22 businesses totaling approximately \$203,082. Applications are still being accepted until funding is no longer available.



- **Public Services** – CDBG-CV funds will also be used to fund agencies providing public services. The Department of Public Health was awarded \$226,000 to expand health services related to COVID-19.
- Community Development is partnering with nonprofit agencies to use funds towards public services to assist with rental/utility payments and other unmet needs and administration (not to exceed 20% of the total).

### **CDBG - Disaster Recovery**

Currently have a contract with The Wooten Company for construction documents, bidding, and construction administration in the amount not to exceed \$90,573. The Wooten Company presented the Robin's Meadow design before the Board of Commissioners on June 11, 2020. The contract was approved by the Board on June 15, 2020. The Wooten Company has finalized documents and plans with the Fayetteville Technical Review Committee. An Invitation for Bid (IFB) for the construction of Robin's Meadow was posted with a deadline of June 17, 2021. No bids were received. The IFB was reissued with a deadline of July 27, 2021 but eventually was cancelled. The IFB will be reposted within the next few months to allow for construction prices to stabilize.

### **Fayetteville / Cumberland County Continuum of Care (CoC) on Homelessness**

The CoC Board meeting is held the fourth Monday of every month at 4:00 p.m.

### **Robin's Meadow Transitional Housing (Grant Cycle: July 1, 2020 – June 30, 2021) - \$80,517**

County-owned property (12 apartment style units) is provided as transitional housing for homeless families with children. Cumberland County Community Development currently serves as grantee but will eventually transfer grantee responsibilities to another agency through a Request for Proposal process.

### **Safe Homes for New Beginnings (Grant Cycle: December 1, 2020 – November 30, 2021) - \$59,957**

Community Development currently partners with Family Promise (formerly Cumberland Interfaith Hospitality Network) for the provision of housing units and case management. Community Development is planning to transfer grantee responsibilities to Family Promise, pending the CoC approval.

### **Continuum of Care (CoC) Planning: \$21,324**

Used to fund one FTE position (CoC Coordinator) to assist the local Continuum of Care group with planning, submission of grant applications, project monitoring, and other CoC related activities.

### **Emergency Solutions Grant – CV**

Cumberland County Community Development serves as the Collaborative Applicant / Lead Agency on behalf of the CoC in the submission of grant applications to the State for Emergency Solutions Grant. Recently, the State allocated approximately \$130K to the Fayetteville / Cumberland County community. A local Request for Proposal was issued, and three agencies applied and were recommended for funding. The applications have been forwarded to the State for final approval. These projects consist of two homeless shelters and one homeless prevention program.

**Homeless Initiative (City and County)** – The next Homeless Committee meeting will be held 3:00 pm, October 7, 2021.



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE OCTOBER 14, 2021 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 10/4/2021**

**SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER  
RECOVERY (CDBG-DR) UPDATE**

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

**Presenter(s): COMMUNITY DEVELOPMENT STAFF**

#### **BACKGROUND**

Cumberland County, in partnership with the North Carolina Office of Recovery & Resiliency (N CORR), is implementing a project funded through the Community Development Block Grant Disaster Recovery Program. The attached report is an update on the status of the project (Robin's Meadow Permanent Supportive Housing) undertaken by Cumberland County.

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

No action is needed. This item is provided for informational purposes only.

#### **ATTACHMENTS:**

Description	Type
Cumberland County Disaster Recovery Programs Update	Backup Material

**CUMBERLAND COUNTY DISASTER RECOVERY PROGRAMS UPDATE**  
**FOR THE OCTOBER 14, 2021**  
**BOARD OF COMMISSIONERS' AGENDA SESSION**

Status as of September 30, 2021:

Milestones/Activities (beginning with the most recent activity):

- The plan is to issue an Invitation for Bid (IFB) by the end of December 2021. According to the latest Producer Price Index of Building Materials and Supplies, trends are moving in the right direction, however, prices are still very high compared to 10 months ago.
- Cumberland County Community Development (CCCD) had issued the Invitation for Bid (IFB) for the construction of the Robin's Meadow Permanent Housing Program. The bids from contractors were due by June 17, 2021. No bids were received. An IFB was reissued with a deadline of July 27, 2021. However, due to the low attendance at the pre-bid meeting and concerns of the fluctuation of price in construction, the IFB was cancelled. CCCD Director and the Wooten Company had expressed concerns to the State, during a recent conference call, regarding the challenges of obtaining bids and meeting the funding obligation by August 2021. The CCCD Director requested the State to amend the funding obligation date in the subrecipient agreement. The request is currently under review.
- The City of Fayetteville completed the final commercial review of the project. Within the next week, Cumberland County Community Development will post the invitation for bids for the construction of the project;
- On April 15, 2021, a virtual meeting was held between Tracey Colores (NCORR), Dee Taylor (CCCD), and Devon Newton (CCCD). Tracey provided an update on the status of the request for additional funds to support the project. NCORR is planning to provide additional funding. The additional funds requested by CCCD will only be eligible for construction activities. There were challenges with obtaining additional funding to assist with supportive services. The official letter and amended sub recipient agreement from NCORR is forthcoming. An updated Project Information Form will also need to be submitted;
- The Wooten Company submitted an updated project schedule. It is anticipated that construction will be completed June 2022;
- NCORR completed its review of the construction project manual;
- The construction project manual prepared by The Wooten Company was sent to NCORR for review. Invitation to Bid for the construction of the project are expected to be posted within the next month pending the City of Fayetteville's final commercial review and NCORR's final review of the construction project manual;
- NCORR held a technical assistance session with Community Development Staff (Sylvia McLean and Dee Taylor) on December 16, 2020 to ensure Community Development is carrying out the requirements of the agreement and the CDBG-DR program. NCORR staff included Dan Blaisdell, Bill Blankenship, Joe Brook, Mary Glasscock, Tracey Colores, and Kristina Cruz;
- A letter (dated July 28, 2020) was sent to NCORR requesting additional CDBG-DR funds in the amount of \$1,000,000 to cover construction and supportive services. A follow-up was made with NCORR regarding the status of the request and Community Development had to submit a revised

letter (dated October 21, 2020) to clarify the amount requested. Community Development is still waiting to receive a response from NCORR regarding the status of the request;

- The Wooten Company submitted a revised project schedule. Community Development submitted a request to NCORR to extend the deadline to obligate funds to March 9, 2021;
- Robins Meadow Permanent Supportive Housing Project/Community Recovery Infrastructure - A/E Services – The Wooten Company is providing construction administration services and completing the construction document phase. The firm had submitted documents to City of Fayetteville Technical Review Committee and Engineering Review Committee to complete the final review process;
- DRA-17 & HMGP Projects – County completed acquisition and demolition of 10 properties;
- Robins Meadow Permanent Supportive Housing Project/Community Recovery Infrastructure – received project specific award letter January 23, 2020; and
- NCORR executed SRA with County December 17, 2019.

Current Staffing:

- State POC: John Ebbighausen – Director of Disaster Recovery Programs, NC Office of Recovery & Resiliency (NCORR); Mary Glasscock; Infrastructure Manager (NCORR)
- Cumberland County:
  - Sylvia McLean, P.T. Community Development (CD) Consultant