
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 564
DECEMBER 9, 2021
1:00 PM

INVOCATION- Commissioner Jeannette Council

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
 - A. November 9, 2021 Agenda Session Regular Meeting Minutes
3. PRESENTATIONS
 - A. Diversity, Equity, and Inclusion (DEI) Strategic Plan by K.L. Scott and Associates
 - B. Fiscal Year 2021 Audit Results by Elliott Davis PLLC
 - C. Health Insurance Plan Update by Kevin Quinn, USI Broker/Consultant
4. CONSIDERATION OF AGENDA ITEMS
 - A. Proposal to Develop a Regional Workforce Agency
 - B. Resolution Designating County Plat Review Officers
 - C. Building Resilient Infrastructure and Communities Grant
 - D. Amendment to the Homeless Advisory Committee Interlocal Agreement
 - E. Amended Professional Services Agreement for the Emergency Rental Assistance Program with Innovative Emergency Management, Inc.
 - F. Emergency Rental Assistance Program Agreement with the North Carolina Office of Budget and Management
 - G. Lease Renewal for Family Visitation Center
 - H. Amendment to North Carolina Department of Agriculture - Division of Soil & Water Stream Debris Removal Grant Contract #17-175-4064
 - I. Amendment to FY2022 CIP Projects
5. OTHER ITEMS
 - A. Update on the Multi-Purpose Event Center Owner's Representative Request for Proposal Process
 - B. Audit Request for Proposals

C. Update on 2021-2022 Goals and Objectives

6. MONTHLY REPORTS

A. Financial Report

B. Health Insurance Update

C. Project Updates

D. Community Development Block Grant - Disaster Recovery (CDBG-DR) Update

7. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

January 13, 2022 (Thursday) 1:00 PM

February 10, 2022 (Thursday) 1:00 PM



HUMAN RESOURCES

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. ANTHONY WADE, CHIEF HUMAN RESOURCES OFFICER

DATE: 12/9/2021

**SUBJECT: DIVERSITY, EQUITY, AND INCLUSION (DEI) STRATEGIC PLAN BY
K.L. SCOTT AND ASSOCIATES**

Requested by: AMY CANNON, COUNTY MANAGER

**Presenter(s): GENERAL MANAGERS BRENDA JACKSON AND VICKI EVANS, AND
K.L. SCOTT AND ASSOCIATES**

BACKGROUND

The Diversity, Equity, and Inclusion (DEI) Advisory Committee, in collaboration with the consulting firm of K.L. Scott and Associates, has completed its work on the final draft of the DE&I Strategic Plan for Cumberland County government. The draft plan is designed to assist the organization in its strategic decision making by ensuring that decisions are made through the lens of diversity, equity, and inclusion. These four strategic goals are supported through the draft plan:

- Strengthen diversity, equity and inclusion policy development, execution, and oversight throughout County government
- Improve diversity, equity and inclusion community outreach and partnership
- Ensure employee equity within staff representation, compensation, and promotion opportunities, and create an inclusive workplace
- Improve internal operations to execute diversity, equity and inclusion policies and procedures

The final draft of the DEI Strategic Plan is attached for the Board of Commissioners' review and will be presented by DE&I Advisory Committee Co-Conveners, General Managers Brenda Jackson and Vicki Evans, and K.L. Scott and Associates.

RECOMMENDATION / PROPOSED ACTION

Request consideration for the Board of Commissioners to review and approve the Diversity, Equity, and Inclusion Strategic Plan, as presented or amended, and forward to the January 3, 2022 Board of Commissioners meeting as a consent agenda item.

ATTACHMENTS:

Description

DRAFT DE&I Strategic Plan

Type

Backup Material



TOGETHER, WE CAN.

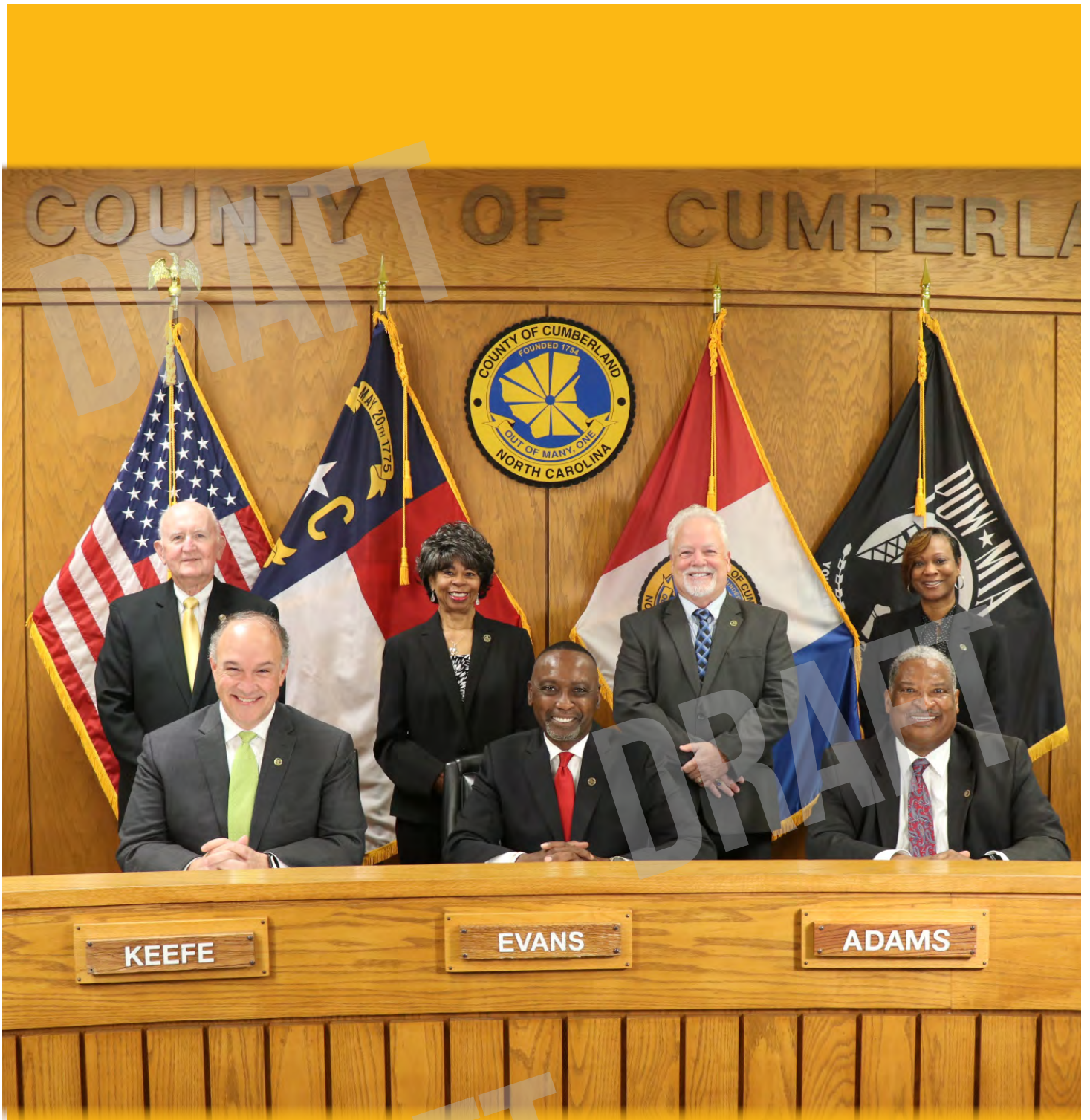
Diversity, Equity & Inclusion Strategic Plan
January 3, 2022 - December 31, 2025



Throughout this document Cumberland County DE&I Advisory committee members (DEIAC) share why they wanted to be part of the DEIAC initiative.

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Cumberland County Board of Commissioners

Front Row (left to right): Jimmy Keefe, Chairman Charles Evans, Vice-Chairman Glenn Adams;

Back Row (left to right): Larry L. Lancaster, Dr. Jeannette M. Council, Michael C. Boose, Dr. Toni Stewart

Cumberland County Board of Commissioners' Resolution Against Racial Injustice

RESOLUTION OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS AGAINST RACIAL INJUSTICE

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

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

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

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

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

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

Adopted this 15th day of June 2020.



Cumberland County Board of Commissioners

By:

W. Marshall Faircloth, Chairman

Attest:

Candice H. White, Clerk to the Board



"I wanted to be a part of the change that ensures people feel like they belong, feel safe and that their voices are heard."

*— Cynthia McKinley
DEIAC member*

Amy H. Cannon
County Manager



Tracy Jackson
Assistant County Manager

Sally S. Shutt
Assistant County Manager

Office of the County Manager

October 26, 2021

TO THE CUMBERLAND COUNTY EMPLOYEES

A Diversity, Equity & Inclusion (DE&I) Advisory Committee was created, thanks to the insight of the County Board of Commissioners, to advance our commitment to our core values of treating all people with respect, dignity and understanding.

The DE&I Advisory Committee was charged with developing recommendations, procedures and a strategic plan outlining goals to advance diversity, equity and inclusion within the organization while focusing on the areas of recruitment, training, internal operations and community outreach.

Diversity means more than just acknowledging and/or tolerating differences. It is a set of conscious practices that seek to understand and appreciate the interdependence of humanity, cultures and the natural environment.

Equity means ensuring that everyone has support and access to the resources needed to be successful. Identifying and eliminating barriers that have prevented the full participation of communities most impacted by systemic oppression.

Inclusion means ensuring the leveraging of difference by integrating diverse perspectives and creating a better outcome for all. An inclusive organization values and practices respect where all people are recognized for their inherent worth and dignity, talents, beliefs, backgrounds and ways of living. It is an invitation that not only accepts differences but celebrates and embeds them.

We recognize that diversity in all forms makes the county a better place to live and work. The DE&I Strategic Plan will serve as roadmap that will help create and promote a culture that celebrates the diversity of our workforce and community, incorporates equity in all aspects of the work we do and strives to be as inclusive as possible.

The DE&I Strategic Plan will guide County government and foster an environment that attracts people whose contributions will help grow, sustain and progress; values diversity of life experiences and perspectives; and advances the County's mission as we serve the community with P.R.I.D.E.

TOGETHER WE CAN commit time and resources to serve as a model to other organizations and strive to move the strategic goals forward. I want to express my deep appreciation to the DE&I Advisory Committee who collaborated to create a strategic plan to ensure a workforce where diversity and inclusion is valued and equal opportunity is the backbone of our organization.

Respectfully,

A handwritten signature in blue ink that reads "Amy H. Cannon".

Amy H. Cannon
County Manager



"I believe that the purpose of this committee has great cause for our workplace and community. I am proud to be a part of a group that is working to make sure our employees effectively represent the diversity within our community."

*— Kelly Moore
DEIAC member*

Executive Summary

It is the objective of Cumberland County government to make policy decisions through a diverse, equitable and inclusive lens that is reflective of the community that Cumberland represents. The development of Cumberland County's Diversity, Equity and Inclusion (DE&I) strategic plan is the result of a collaborative effort of the DE&I Advisory Committee. The County DE&I Advisory Committee was established and held its inaugural meeting on September 11, 2020, at the Department of Social Services (DSS). The committee was created to advise and guide County government to ensure the integration of DE&I within the County's existing mission, operations, strategies and business objectives. In addition, the committee was established to:

- Make recommendations, put action and activities behind five primary areas of focus:
 1. Internal Operations
 2. Policy Development and Execution
 3. Community Outreach
 4. Staff Recruitment and Retention
 5. Training
- Develop a strategic plan to assist in the execution of initiatives that will integrate DE&I in every activity and decision made by the County
- Create an environment that is diverse, equitable and inclusive of different races, cultures, sexual orientations, genders, religions, etc. for the County and the community
- Provide ongoing DE&I training, coaching and professional development for County staff members

The committee reviews the County government programs, policies, and initiatives and makes recommendations to County Management and the Board of County Commissioners in support of DE&I in the workplace. The committee underwent a strategic planning process that identified 19 priority initiatives. Through their collaborative effort, they organized these initiatives into a three-year DE&I strategic plan that identifies goals, objectives and activities necessary to continue the pursuit of the County's strategic DE&I vision and mission.

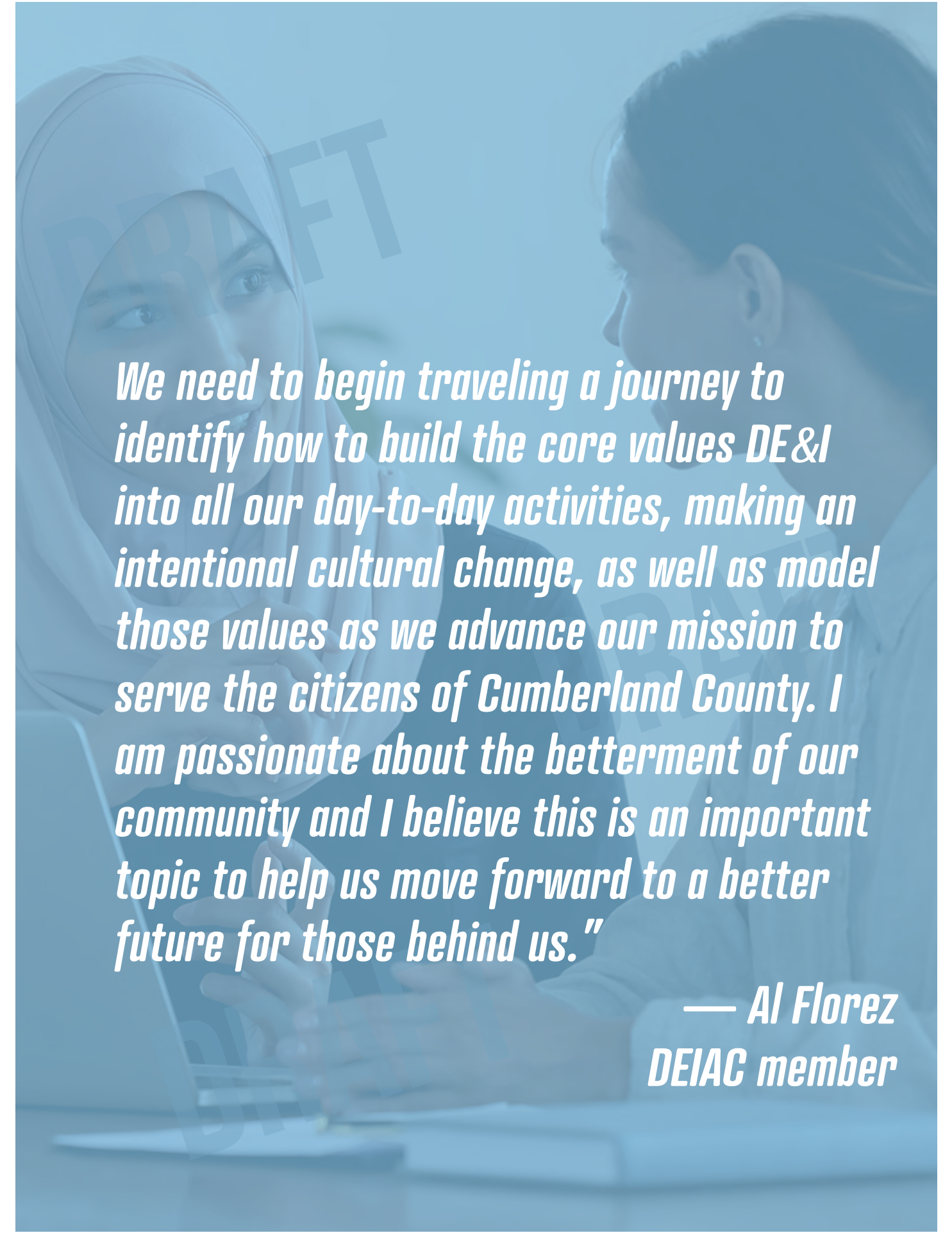
In summary, the County will begin executing the three-year strategic plan initiatives in support of the stated goals. Each initiative will enable the County to achieve its vision of promoting a progressive, evolving culture that values diversity of its citizens, incorporates equity and ensures the inclusion of all backgrounds, beliefs and perspectives.

Background and Objectives

An organization is only as good as its diverse culture and inclusive environment. Therefore, it is the objective of Cumberland County government to make policy decisions through a diverse, equitable and inclusive lens that is reflective of the community that Cumberland represents. A supportive and engaging community and workplace are established by understanding the perceptual, institutional and psychological processes that impact the ways people interact with each other, starting with a look at employee engagement, then identifying interventions surrounding unconscious bias and specific diversity and inclusion strategies. The lack of diversity limits perspectives, economic opportunities, collaboration and talent retention.

The Cumberland County Diversity, Equity and Inclusion (DE&I) Advisory Committee was established and held its inaugural meeting on September 11, 2020, at the Department of Social Services (DSS). The committee was created to advise and guide County government to ensure integration of diversity, equity and inclusion within the County's existing mission, operations, strategies and business objectives.

As a result, 22 employees across County government were selected to serve on the committee. The DSS Director, Brenda Jackson, and Finance Director, Vicki Evans are serving as the co-conveners of the committee.



We need to begin traveling a journey to identify how to build the core values DE&I into all our day-to-day activities, making an intentional cultural change, as well as model those values as we advance our mission to serve the citizens of Cumberland County. I am passionate about the betterment of our community and I believe this is an important topic to help us move forward to a better future for those behind us."

*— Al Florez
DEIAC member*



DE&I Advisory Committee Members

Back Row (left to right): Tye Vaught, Hardin Brown, Jr., Telise Chavis, Al Florez, Ivonne Mendez, Denise Schunk, Alvin Chestnut, Cheribeth Thomas, Vicki Evans, Tim Middleton, Brenda Jackson; **Front Row** (left to right): Nora Armstrong, Mia Kaleiwahea-Perry, Kelly Moore, Dr. April Kelly, Ann Thomas, Cynthia McKinley, Dr. Jennifer Green

Cumberland County DE&I Advisory Committee Membership

The County DE&I Executive Steering Committee Members, composed of members of the County Management Team, provides administrative oversight of the committee.

Executive Steering Committee Members

Amy Cannon, County Manager
Tracy Jackson, Assistant County Manager
Sally Shutt, Assistant County Manager
Vicki Evans, General Manager/Co-Convener
Brenda Jackson, General Manager/Co-Convener
Cheribeth Thomas, Public Information/Support
Dr. Anthony Wade, Chief Human Resources Officer

The Committee Members were selected by County Management among regular, full-time employees who expressed interest in participating with the DE&I Advisory Committee and approved by their Department Directors after the review of their application, availability and job performance. The members of the committee reflect a diverse group of employees, taking into consideration race, ethnicity, gender, age, department and job classification.

DE&I Advisory Committee Members

Nora Armstrong, Public Library	April Kelly, Animal Services
Alissa Brashear, Department of Social Services	Cynthia McKinley, Child Support
Hardin Brown, Jr., Sheriff's Office	Megan McLaurin, Animal Services
Telise Chavis, Emergency Services	Ivonne Mendez, County Finance
Alvin Chestnut, Pretrial Services	Tim Middleton, Solid Waste
Garry Crumpler, Emergency Services	Terry Streets, Planning
Vincent Evans, Tax Administration	Kelly Moore, Tax Administration
Al Florez, Innovation & Technology Services	Sara Reyes, Public Health
Jennifer Green, Public Health	Denise Schunk, Department of Social Services
Ricky Hair, Facilities Maintenance	Ann Thomas, Public Health
Mia Kaleiwahea-Perry, Print, Mail & Design	Tye Vaught, Child Support



"There is more in diversity than what you can see!! If I want a better world, a better community, a better place to live for my kids, I need to act... I want to be part of the change; I want to be part of the solution!! One World, many cultures!"

*— Ivonne Mendez
DEIAC member*

Core DE&I Mission, Vision and Values

In Cumberland County, we believe that diversity, equity and inclusion drive value for our staff and give us the opportunity to better serve our citizens. We are stronger as a team that welcomes diverse perspectives, experiences and approaches to build a stronger organization.

Our vision is committed to promoting a progressive, evolving culture that values diversity of its citizens, incorporates equity and ensures the inclusion of all backgrounds, beliefs and perspectives.

The County's guiding principles exist through **P**rofessionalism; **R**espect; **I**ntegrity; **D**iversity, Equity & Inclusion; **E**xcellent Customer Service (P.R.I.D.E) coupled with **F**airness; **A**cceptance; **C**ollaboration and **T**eamwork (F.A.C.T.). PRIDE is a FACT.

Together we can set a place for everyone, and welcome all to the table.

DE&I Strategic Priorities, Goals & Objectives

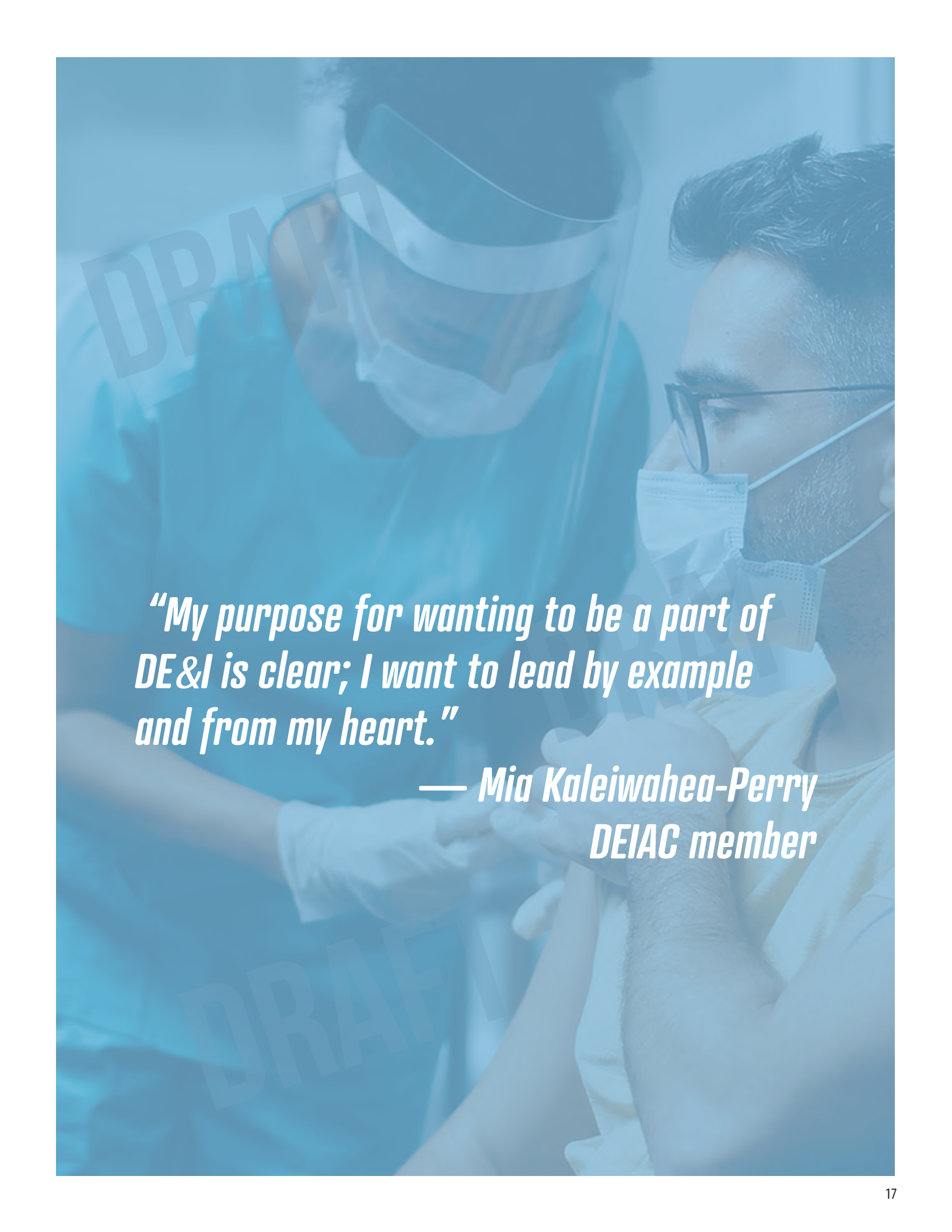
Due to the tragic murder of George Floyd and continued civil unrest across the United States in the year 2020, the County has established a committee to resolve matters of diversity, equity and inclusion (DE&I). The committee was established to:

- Make recommendations put action and activities behind five primary areas of focus:
 1. Internal Operations
 2. Policy Development and Execution
 3. Community Outreach
 4. Staff Recruitment and Retention
 5. Training
- Develop a strategic plan to assist in the execution of initiatives that will integrate DE&I in every activity and decision made by the County
- Create an environment that is diverse, equitable and inclusive of different races, cultures, sexual orientations, genders, religions, etc. for the County and the community
- Provide ongoing DE&I training, coaching and professional development support for staff members

The County has identified 19 priority strategic initiatives to overcome inequities by ensuring that all decisions are made through the lens of DE&I.

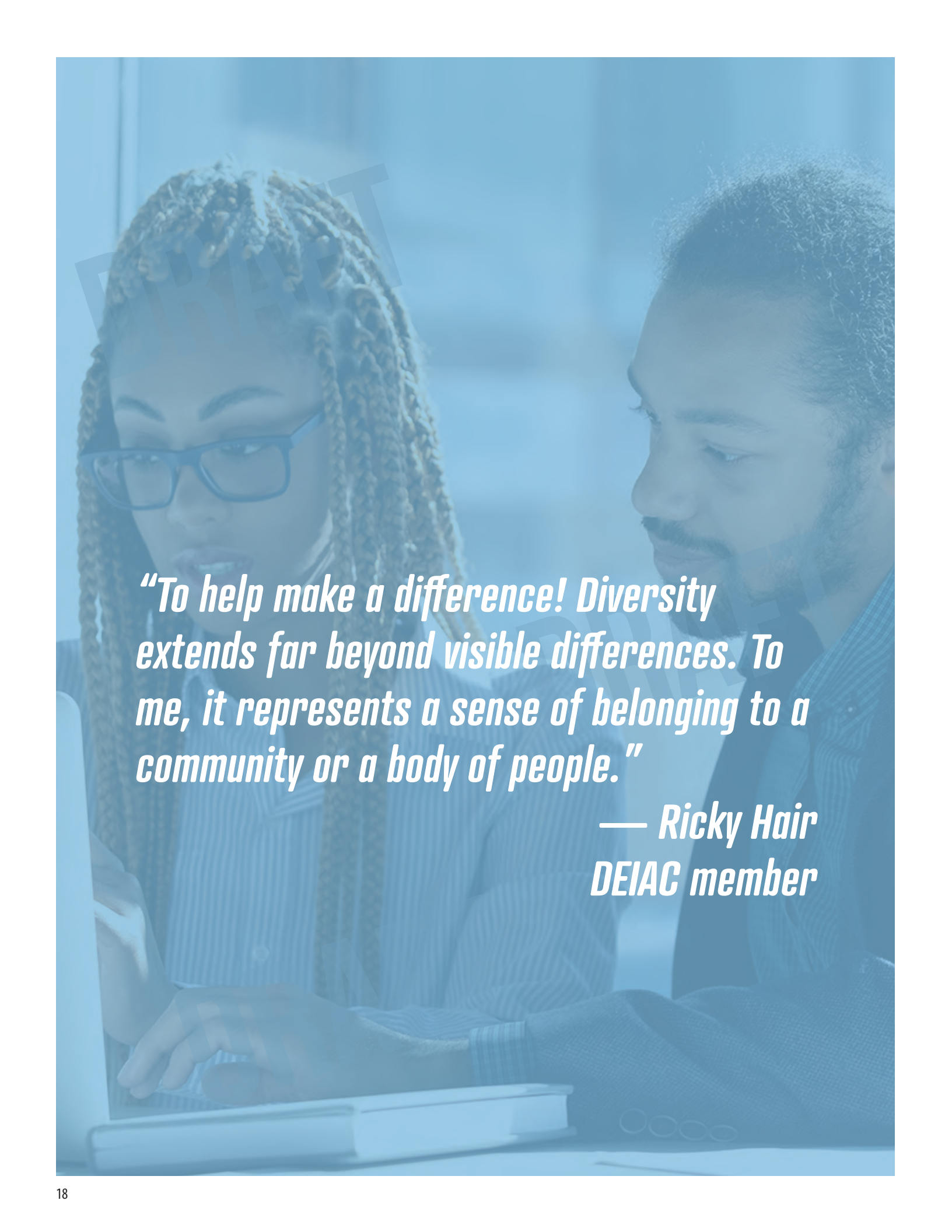
Through this exploration, key themes arose and provided context for the 19 priority strategic initiatives to drive the County's mission and vision for DE&I. One core theme that surfaced was the need for a DE&I Leader to oversee the implementation of the County's strategic goals and objectives. The other core theme was to establish an actionable plan to drive the County's mission and vision in the next three years.

The Strategy addresses each of the primary focus areas. However, improving DE&I across the County has benefits beyond compliance and will enable County leaders to make evidence-based decisions.



“My purpose for wanting to be a part of DE&I is clear; I want to lead by example and from my heart.”

*— Mia Kaleiwahea-Perry
DEIAC member*



“To help make a difference! Diversity extends far beyond visible differences. To me, it represents a sense of belonging to a community or a body of people.”

*— Ricky Hair
DEIAC member*

Goal 1: Strengthen DE&I policy development, execution and oversight throughout County government

In order to drive DE&I policies, procedures and practices, it is imperative that the effort be led by a representative within County government to provide oversight, monitor ongoing performance, coordinate initiatives and hold individuals accountable for tasks. The County recognizes the strategic and critical need for governance and management of DE&I. The goal seeks to strengthen the development and execution of policy by appointing a Chief Diversity Officer (CDO).

The CDO will oversee DE&I policy development to ensure compliance across departments. As the CDO, this individual will work directly with the County Manager and the DE&I Advisory Committee to consult on all manners of policy development, oversight and execution. The CDO will coordinate cross-departmental DE&I initiatives and messaging.

Initiative 1.1: Conduct nation-wide executive search to hire a Chief Diversity Officer

Conduct an executive search to hire a full-time Chief Diversity Officer (CDO) for county government. The CDO will lead and be accountable to the County on everything DE&I. The CDO will act as a strategic leader, thought-partner and implementer who will connect the dots between DE&I efforts across County government. Since 2020, the CDO position is one of the most in-demand careers across both private and public sectors, and requires considerable marketing and due diligence to find the “best fit” leader for the County.

Goal 2: Improve DE&I community outreach & partnership

Cumberland County is a community that operates on the foundation of its diverse citizenry. Therefore, it is imperative that our citizens feel woven into the fabric of County government services and activities. It is the goal of the County Board of Commissioners in collaboration with the DE&I committee to understand the needs and priorities of its diverse citizens.

Initiative 2.1: Solicit DE&I feedback from the community

It is of the utmost importance that the County collect feedback on how diverse, equitable and inclusive the government is operating to serve its residents and citizens. As a result, our objective is to solicit that feedback using several methods such as community town hall meetings, public survey, and public community forums. The understanding is that merely collecting feedback will not make the County more responsive to its residents and citizens. Acting on the feedback we receive, however, will demonstrate that.

Goal 2: Improve DE&I community outreach & partnership (continued)

Initiative 2.2: Establish partnerships with the local community

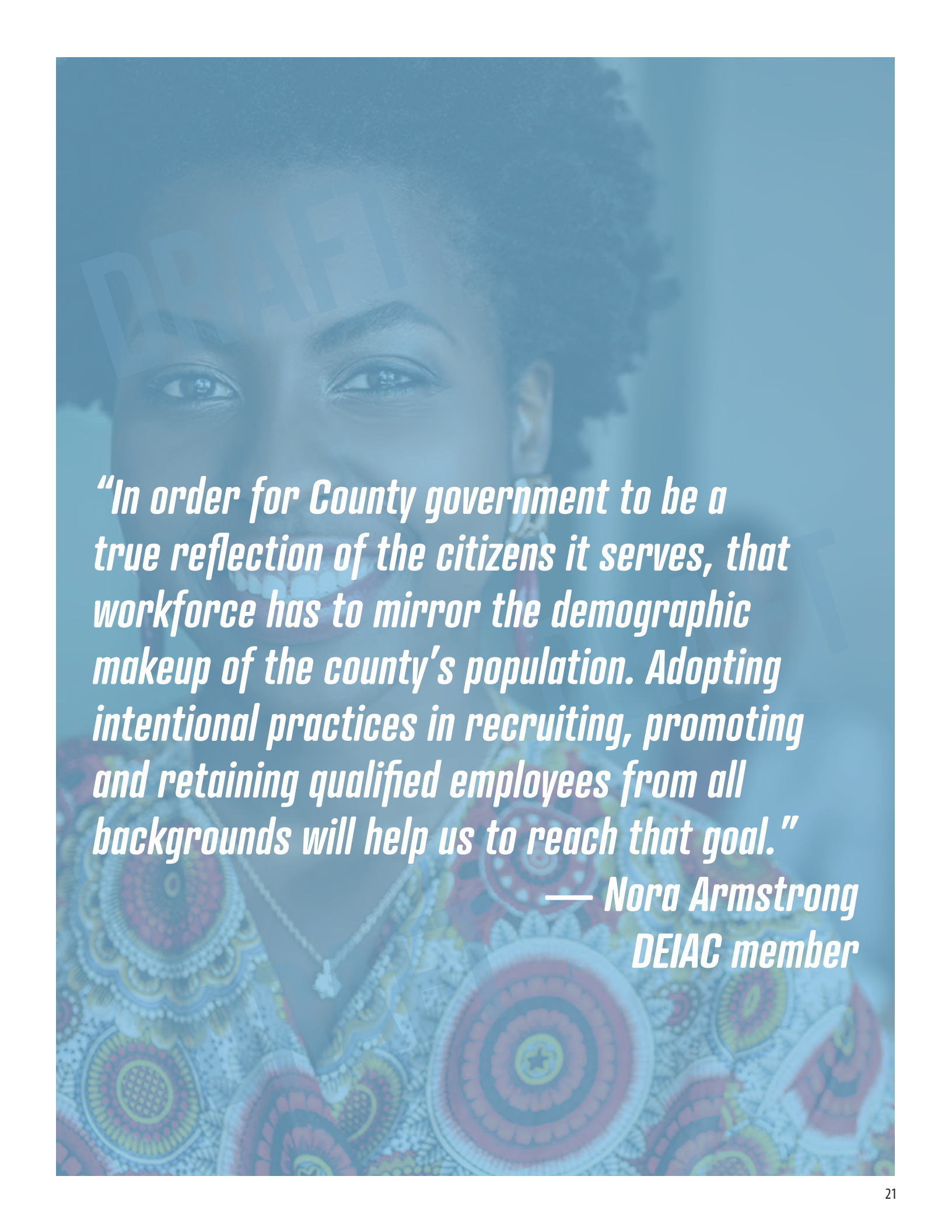
The County understands its social responsibility to partner with the local community. Community-based organizations (CBOs) enhance the breadth and depth of local participation in decision making. By establishing new and nurturing existing relationships with CBOs, the County will reach and engage a broader cross section of residents to ensure full participation for diversity, equity and inclusion. The objective is to:

- Expand the County's outreach capabilities so more residents are informed and included in their local government
- Enhance cultural competency and the ability to communicate and translate relevant issues within the community
- Identify diverse resources to support the DE&I mission for the County
- Broaden the community perspective on DE&I issues
- Ensure a "seat at the table" for underrepresented communities
- Develop communication channels to keep residents and citizens informed on DE&I programs and initiatives
- Reduce misperceptions and mistrust while also reducing contentiousness in the community as a whole

Initiative 2.3: Build transparency within County government and local community on DE&I

Transparency is important to the County. As a result, we will create a public-facing website that provides a data-driven visual overview of the performance and progress of the County's DE&I programs and initiatives. The DE&I community dashboard will help build awareness and accountability. It will communicate to the residents of Cumberland where we are on our DE&I journey.

It is our goal to communicate our DE&I programs and progress throughout the community. Therefore, the County will share its progress through its social media channels such as Facebook, Twitter, Instagram and LinkedIn.



"In order for County government to be a true reflection of the citizens it serves, that workforce has to mirror the demographic makeup of the county's population. Adopting intentional practices in recruiting, promoting and retaining qualified employees from all backgrounds will help us to reach that goal."

*— Nora Armstrong
DEIAC member*



"I would like for Cumberland County to have a better tomorrow."

*— Tim Middleton
DEIAC member*

"I was seeking an opportunity to assist in promoting and empowering people by respecting what makes every individual different and how these differences could highlight and possibly contribute to our organization's overall success. I also believed that my demonstrated commitment to working with all families could also be utilized in some small way to work with others towards a positive change in our organization's practices and policies."

*— Alissa Brashear
DEIAC member*

Goal 3: Ensure employee equity within staff representation, compensation and promotion opportunities and create an inclusive workplace

It is the goal of Cumberland County to ensure fair opportunities for all employees. The County aspires to create an equitable workplace by ensuring that the playing field is level, and all employees have access to opportunities for promotion, compensation, education and representation.

Initiative 3.1: Promote the value of DE&I through the County workforce

The County will provide ongoing news and research that show the value of DE&I and the positive impact on Cumberland County government and community. This will be in the form of an internal communication strategy (integrated with community outreach programs). Items that communicate value are founded in economic impacts, quality of life, reduction of poverty (e.g., food deserts, access to medical treatment, education, etc.), reduction of prison/jail population, public safety, etc.

Initiative 3.2: Provide continuous DE&I training for County employees

The County will provide a series of required DE&I continuing education and onboarding training programs both instructor-led and online through a learning management system (LMS) platform. When employees complete the DE&I training program, they will receive a certificate of completion. Courses are to be taken annually for existing staff. A separate training program will be established in the employee onboarding process.

Initiative 3.3: Ensure diversity and representation in the employee hiring process

The County will utilize diverse hiring panels and participants during the employee recruitment process (e.g., sourcing, interview, hiring, negotiation and onboarding). The County understands that representation is very important when considering an employer. To reflect an inclusive organization, and ensure representation and diversity, the County's hiring process will include members from diverse groups.

Initiative 3.4: Promote a spirit of belonging through County support of the creation of Employee Resource Groups

To foster a workplace of inclusion, the County will support the creation of employee resource groups (ERGs) by providing a "safe place" to discuss and create synergy among employees. The objective of the ERG is to establish deeper relationships in the workplace that will increase friendships, collaboration, and productivity, and nurture employee retention.

Goal 3: Ensure employee equity within staff representation, compensation and promotion opportunities and create an inclusive workplace (continued)

Initiative 3.5: Recognize the Stewards that drive DE&I within the County workforce

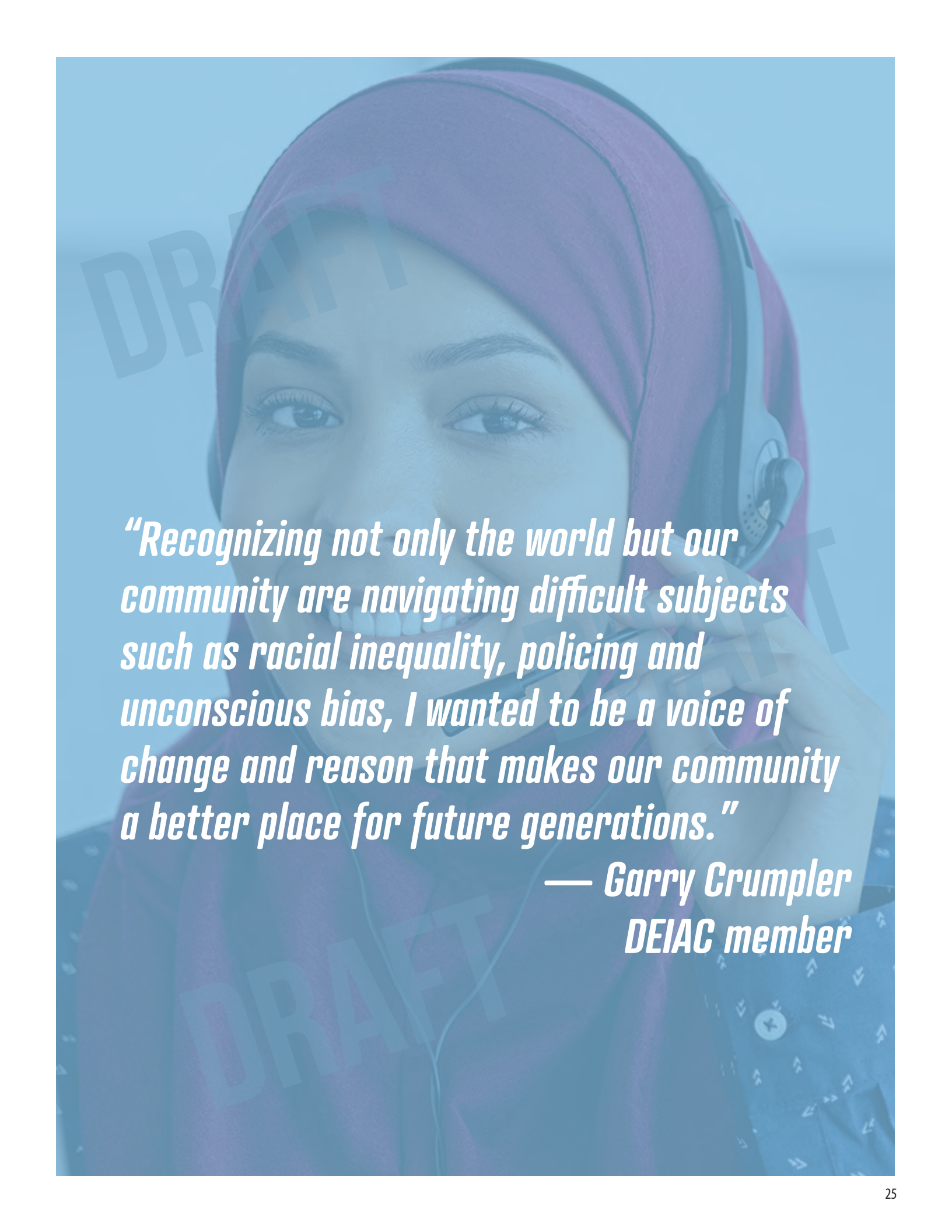
In collaboration with the Human Resources Department, the County will establish a recognition program that is part of the employee evaluation, to acknowledge when a staff member goes above and beyond to promote DE&I within the County government and/or community.

Initiative 3.6: Identify and eliminate any pay disparities based on an employee's race, ethnicity, gender, age, disabilities, sexual orientation or religious affiliation

Pay disparities can evolve over time due to unconscious bias decisions in hiring, promoting, recruitment and retention policies. Periodic assessments of compensation and classification would manage that risk and ensure equity in compensation and career ladders. The County will establish a compensation study to evaluate DE&I disparities.


Initiative 3.7: Ensure success and assimilation of junior level minority employees through the creation of a mentorship program

As the County hires new high school or college graduates, Human Resources will assign a senior-level employee to mentor the new associate and act as a coach and/or advisor. The objective of the program will be to assist the employees as they navigate through any challenges that may arise with diversity issues.



“Recognizing not only the world but our community are navigating difficult subjects such as racial inequality, policing and unconscious bias, I wanted to be a voice of change and reason that makes our community a better place for future generations.”

*— Garry Crumpler
DEIAC member*



"I wanted to be a part of a great committee to help make a difference and improve diversity within the county, away with 'the good ole boy' system. Equal opportunity for everyone to be treated fairly not based on gender, race or religious beliefs."

*— Telise Chavis
DEIAC member*

Goal 4: Improve internal operations to execute DE&I policies and procedures

To support and ensure accuracy, efficient execution and accountability of the DE&I strategic plan, its goals and objectives, and successful outcome, the County will modernize and enhance its current technology capabilities for Strategic Plan Management, Learning Management and Human Capital Management.

Initiative 4.1: Acquire a cloud-based Strategic Planning software platform

It is the County's intention to acquire a strategic plan performance software platform to manage and monitor the execution of the DE&I strategy. The strategic plan performance software will manage the overall execution of DE&I strategic plan initiatives. This will include assignment of tasks to ensure accountability, team collaboration, task schedules, real-time graphic interface of plan status at any point in time. It will provide a plan execution dashboard where stakeholders view real-time strategy performance.

Initiative 4.2: Integrate DE&I training curriculum into the County's LMS software platform

The County is creating a DE&I training program for its employees and will integrate it into the existing LMS to provide online learning. The LMS will facilitate self-paced DE&I training and course certification. The training program will be used for onboarding new employees and provide continuing education for existing staff members.

Initiative 4.3: Acquire a HCM software platform


It is the County's intention to acquire a county-wide Human Capital Management (HCM) software platform and integrate DE&I employee key performance measures (KPMs) as part of the employee evaluation (e.g., training certifications and participation). The County's employees are our most important asset. Acquiring an enterprise-wide HCM system will provide HR the ability to manage employee benefits, workforce performance, compensation, etc. It is not limited to DE&I, but demographic information will be available for decision making to ensure pay equity across all County departments.

Appendix A: List of Acronyms

CBO	Community Based Organizations
CDO	Chief Diversity Officer
DE&I	Diversity, Equity & Inclusion
DSS	Department of Social Services
ERG	Employee Resource Group
HCM	Human Capital Management
HR	Human Resources
KPM	Key Performance Measures
LMS	Learning Management System


Appendix B: Common DE&I Terminology

Term	Definition
Belonging	The feeling of security and support when there is a sense of acceptance, inclusion and identity for a member of a certain group or place. For people to feel like they belong, the environment (in this case the workplace) needs to be set up to be a diverse and inclusive place.
Diversity	The range of human differences, including but not limited to race, ethnicity, gender, gender identity, sexual orientation, age, socioeconomic status, physical ability or attributes, religious or ethical values systems, national origin, political belief and cultures. Diversity means more than just acknowledging and/or tolerating difference. It is a set of conscious practices that seek to understand and appreciate the interdependence of humanity, cultures and the natural environment.
Equity	Ensuring that everyone has support and access to the resources needed to be successful and identifying and eliminating barriers that have prevented the full participation of communities most impacted by systemic oppression. Equity differs from equality. Equality refers to treating everyone the same but does not necessarily lead to equitable outcomes because diverse communities have diverse needs and have faced varying obstacles and inequities.
Inclusion	Ensuring that people of all backgrounds, identities, abilities, perspectives and beliefs have an equal opportunity to belong, achieve and contribute to the organization. An inclusive institution promotes and sustains a sense of belonging; it values and practices respect where all people are recognized for their inherent worth and dignity, talents, beliefs, backgrounds and ways of living.



*"John Lewis inspired me to be a part
of something that will actually bring
positive change to our community.
--'Good Trouble'."*

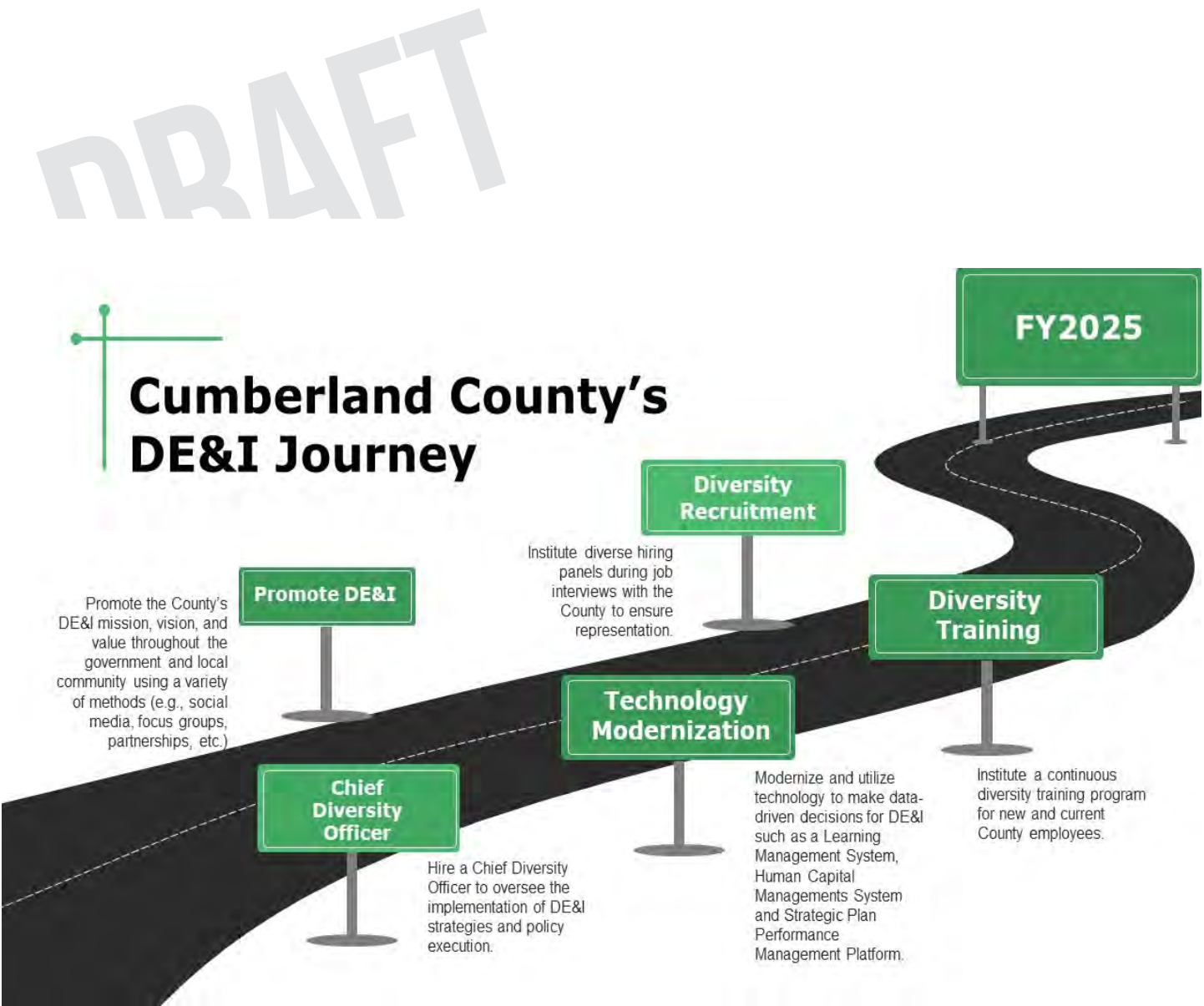
*— Ann Thomas
DEIAC member*

A photograph of a man with short dark hair, wearing a dark suit jacket over a light blue button-down shirt. He is looking slightly to his left and appears to be speaking or gesturing with his hands. The image is overlaid with a semi-transparent blue filter and a large, light blue 'DRAFT' watermark is visible across the top left and bottom center. The background is blurred, showing what appears to be an office or meeting environment.

“As a law enforcement officer, I always want to be where the problems are, to help solve them. I joined DE&I to help solve problems.”

*— Hardin Brown, Jr.
DEIAC member*

Appendix C: DE&I Initiative Roadmap



DRAFT

DRAFT

Together, We Can.



**CUMBERLAND
COUNTY**
NORTH CAROLINA



FINANCE OFFICE

**MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 12/1/2021

SUBJECT: FISCAL YEAR 2021 AUDIT RESULTS BY ELLIOTT DAVIS PLLC

Requested by: AMY CANNON, COUNTY MANAGER

**Presenter(s): JAMI CRAMPTON, CPA, MANAGER, ELLIOTT DAVIS PLLC AND
VICKI EVANS, FINANCE DIRECTOR**

BACKGROUND

The fiscal year 2021 audit results will be presented. A presentation during the Monday, December 20, 2021 Board of Commissioners' meeting is also planned.

RECOMMENDATION / PROPOSED ACTION

No action needed. For information and discussion purposes only.

ATTACHMENTS:

Description	Type
Elliott Davis presentation	Backup Material

Cumberland County

Auditor Required Communications & Audit Results
Board of Commissioners Meeting:
December 9, 2021

Disclaimer

This material was used by Elliott Davis during an oral presentation; it is not a complete record of the discussion. This presentation is for informational purposes and does not contain or convey specific advice. It should not be used or relied upon in regard to any particular situation or circumstances without first consulting the appropriate advisor. No part of the presentation may be circulated, quoted, or reproduced for distribution without prior written approval from Elliott Davis.

Overview

Required
Communications

The diagram consists of three ovals arranged in a triangular pattern. The top-left oval is teal and contains the text 'Required Communications'. The top-right oval is grey and contains the text 'Auditor Reports'. The bottom oval is dark blue and contains the text 'Findings'. All three ovals have a thin teal border.

Auditor Reports

Findings

Required Communications

Audit Planning Process

Materiality in Planning and Executing the Audit

Internal Control Relevant to the Audit

Auditor's Responsibilities Under Professional Standards

Significant Accounting Policies

Management Judgments and Accounting Estimates

Financial Statement Disclosures

Unrecorded and Corrected Misstatements

Required Communications

Management Representations

Disagreements with Management

Consultation with Other Accountants

Significant Issues Discussed with Management

Difficulties Encountered in Performing the Audit

Significant Deficiencies and Material Weaknesses

Other Written Communication

Audit Results

Auditor's Report on Financial Statements

Audit Responsibilities

Issue an opinion as to whether the financial statements are materially in conformity with generally accepted accounting principles (GAAP).

Obtain *reasonable* (not absolute) assurance regarding material misstatements

Financial statement audit procedures are *not* designed to detect fraud

Management Responsibilities

Preparation and fair presentation of the financial statements in accordance with *GAAP*

Maintain sufficient internal control over the preparation of financial statements

Result

An *unmodified opinion* has been issued on the financial statements.

Audit Results

Report on Internal Control and Compliance	
Internal Control Over Financial Reporting	Consideration of internal control over financial reporting
	Not to express an opinion on the effectiveness of the County's internal control
Compliance and Other Matters	Compliance with requirements having a <i>direct and material effect</i> on the financial statement amounts.
	Providing an opinion on compliance was <i>not</i> an objective of our audit
Result	Internal controls – No deficiencies identified.
	Noncompliance - No instances having a direct and material effect identified.

Audit Results

Report on Compliance with Major Programs

Auditor Responsibilities

Issue an opinion on compliance with major federal program requirements

*Conduct the audit in accordance with:
Generally Accepted Auditing Standards;
Government Auditing Standards, and
OMB's Uniform Guidance*

Management Responsibilities

Compliance with laws, regulations, contracts, and grants applicable to its federal programs.

Maintain effective internal control over compliance

Result

The County complied in all material respects, with major program requirements.

Deficiencies identified.

Findings

Federal and State Awards

Medicaid Verifications

Low Income Home Energy Assistance Income Verifications

Foster Care and Adoption Assistance Approvals

STAY IN TOUCH



Tom McNeish
Shareholder

919.334.6180

Jami Crampton
Manager

919.987.2766

elliottdavis.com



Thank You!



RISK MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 12/2/2021

**SUBJECT: HEALTH INSURANCE PLAN UPDATE BY KEVIN QUINN, USI
BROKER/CONSULTANT**

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): KEVIN QUINN, USI

BACKGROUND

Kevin Quinn, broker/consultant with USI, will be providing an update regarding year-to-date health insurance claims.

The presentation was not available at the time of agenda submission. As soon as it is available and prior to the meeting, it will be emailed to commissioners.

RECOMMENDATION / PROPOSED ACTION

No action needed. For information and discussion purposes only.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 11/22/2021

SUBJECT: PROPOSAL TO DEVELOP A REGIONAL WORKFORCE AGENCY

Requested by: AMY H. CANNON, COUNTY MANAGER

**Presenter(s): JUSTIN HEMBREE, EXECUTIVE DIRECTOR, MID-CAROLINA
COUNCIL OF GOVERNMENTS**

BACKGROUND

The Mid-Carolina Council of Governments (MCCOG) is contemplating the formation of a multi-county Workforce Development Agency that would consist of Cumberland, Harnett, and Sampson counties. Justin Hembree, MCCOG Executive Director, will discuss this topic with the Board of Commissioners and provide additional information.

RECOMMENDATION / PROPOSED ACTION

Mr. Hembree is seeking feedback/consensus from the Board of Commissioners to pursue the formation of a proposed multi-county Workforce Development Agency.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 11/29/2021

SUBJECT: RESOLUTION DESIGNATING COUNTY PLAT REVIEW OFFICERS

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

BACKGROUND

In accordance with NC General Statutes 47-30.2, every county in the State needs to designate, by resolution, a plat review officer or officers tasked with ensuring subdivision plats are properly reviewed and recorded to specific standards. The last resolution designation by the Board of County Commissioners was adopted on September 23, 1997. Since 1997, there has been significant staff turnover. There is a need for an updated resolution with new names of staff members to comply with State Statutes.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners review and approve the resolution and place the item on the Consent Agenda of the December 20, 2021 Regular Meeting.

ATTACHMENTS:

Description	Type
Proposed Plat Review Officer Resolution 2021	Backup Material
BOCC Approved Resolution 09-27-97	Backup Material
NC General Statute Reference	Backup Material

NORTH CAROLINA

RESOLUTION APPOINTING COUNTY OF CUMBERLAND PLAT REVIEW OFFICERS

WHEREAS, the North Carolina General Assembly has adopted North Carolina General Statute 47-30.2 which requires the appointment of a Plat Review Officer to review plats prior to their recording in the Register of Deeds Office; and,

WHEREAS, Cumberland County wishes to continue this program with the least possible disruption of the current system; and,

WHEREAS, it is desirable to have persons skilled in mapping and land records management to fill the role of Plat Review Officer;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the County of Cumberland that:

1. Rawls Howard, Mark Blackwell, David Moon, Aaron Calloway, Sabrina Greer, Aristotle Shinas, and Annie Melvin are hereby appointed Plat Review Officers for Cumberland County;
2. A copy of this Resolution is to be recorded in the Register of Deeds Office of Cumberland County and indexed in the Grantor Index in the name of the above-named person(s);
3. The Director of Planning and Inspections is hereby empowered to appoint additional persons in the Planning and Inspections Department of the County to assist in the expeditious review of plats;
4. The Plat Review Officer shall notify the local Cumberland County surveyor and engineer boards of those person(s) designated to review plats within the County.

Adopted this the _____ day of December, 2021.

COUNTY OF CUMBERLAND

(SEAL)

BY: _____
Charles Evans, Chairman of the Board of Commissioners

ATTEST
BY: _____
Candice H. White, Clerk
Clerk to the Cumberland County Board of Commissioners

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

I, _____, a Notary Public in and for the State of North Carolina, certify that CANDICE H. WHITE personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Cumberland County; that Charles Evans is the Chairman of the Board of Commissioners; that the seal affixed to the foregoing instrument is the Official Seal of the Board; that this instrument was signed and sealed by the Chairman and attested by her as Clerk on behalf of the Board, all by its authority duly granted; and that CANDICE H. WHITE acknowledged this instrument to be the act and deed of the Board of Commissioners.

WITNESS my hand and seal this the ____ day of _____, 21____

_____,
Candice H. White
Clerk to the Cumberland County Board of Commissioners

Notary Public

My commission expires:

6. Consideration of the designation of Plat Review Officers pursuant to NCGS 47-30.2

BACKGROUND: Session Law 1997-309 (S875) makes a number of significant changes in the procedure for recording maps and plats. New GS 47-30.2 requires the Board of County Commissioners by Resolution to appoint one or more persons as review officers to review each plat before it is recorded and certify that it meets the statutory requirements for recording. It is strongly suggested that the review officer be certified as a property mapper and that the person be experienced in mapping and/or land records management. The Resolution designating the review officer(s) must be recorded in the Register of Deeds office and indexed in the Grantor index in the name of the Review Officer(s). The review officer must be in place by October 1, 1997. In order to provide for the smoothest transition possible for the surveyors who will be submitting plats to be recorded, staff is recommending that the Plat Review Officer be Donna McFayden of the Planning Department along with her assistants Wayne Dudley, David Winstead and Russell Culbreth. Ms. McFayden has been a certified mapper in the past and attended the training program on September 1, 1997 in Raleigh, North Carolina, for plat review officers. Mr. Dudley and Winstead are currently certified mappers and Mr. Culbreth is working toward that designation. In addition, the Resolution gives Ms. McFayden the authority. If the Fayetteville City Planning Department chooses to participate, Ms. McFayden can designate one or more persons in that office as well. The County has a number of certified mappers in the Land Records Section of Tax Administration who will be able to assist with the review process as needed.

PROPOSED ACTION: Adopt Resolution

RESOLUTION APPOINTING PLAT REVIEW OFFICER

WHEREAS, the NC General Assembly has adopted NCGS 47-30.2 which requires the appointment of a Plat Review Officer to review plats prior to their recording in the Register of Deeds Office; and

WHEREAS, Cumberland County wishes to implement this program with the least possible disruption of the current system; and

WHEREAS, it is desirable to have persons skilled in mapping and land records management to fill the role of plat review officer.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the County of Cumberland that;

1. Donna McFayden is hereby appointed Chief Plat Review Officer for Cumberland County;
2. Wayne Dudley, David Winstead, and Russell Culbreth are hereby appointed Deputy Plat Review Officers for Cumberland County;
3. Donna McFayden is hereby empowered to appoint additional persons in the City Planning Department and in the land records management section of the County Tax Administration Department to assist her in the expeditious review of plats;

§ 47-30.2. Review Officer.

(a) The board of commissioners of each county shall, by resolution, designate by name one or more persons experienced in mapping or land records management as a Review Officer to review each map and plat required to be submitted for review before the map or plat is presented to the register of deeds for recording. Each person designated a Review Officer shall, if reasonably feasible, be certified as a property mapper pursuant to G.S. 147-54.4. A resolution designating a Review Officer shall be recorded in the county registry and indexed on the grantor index in the name of the Review Officer.

(b) The Review Officer shall review expeditiously each map or plat required to be submitted to the Officer before the map or plat is presented to the register of deeds for recording. The Review Officer shall certify the map or plat if it complies with all statutory requirements for recording.

Except as provided in subsection (c) of this section, the register of deeds shall not accept for recording any map or plat required to be submitted to the Review Officer unless the map or plat has the certification of the Review Officer affixed to it. A certification shall be in substantially the following form:

State of North Carolina

County of _____

I, _____, Review Officer of _____ County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

Date _____

(c) A map or plat must be presented to the Review Officer unless one or more of the following conditions are applicable:

- (1) The certificate required by G.S. 47-30(f)(11) shows that the map or plat is a survey within the meaning of G.S. 47-30(f)(11)b. or c.
- (2) The map or plat is exempt from the requirements of G.S. 47-30 pursuant to G.S. 47-30(j) or (l).
- (3) The map is an attachment that is being recorded pursuant to G.S. 47-30(n). (1997-309, s. 3; 1998-228, s. 13.)



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 12/2/2021

SUBJECT: BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT

Requested by: TRACY JACKSON, ASSISTANT COUNTY MANAGER

Presenter(s): GENE BOOTH, EMERGENCY SERVICES DIRECTOR

BACKGROUND

As part of the Disaster Relief and Recovery Act of 2018, the Federal Government restructured what was previously known as the Pre-Disaster Mitigation Program. The new program is called Building Resilient Infrastructure and Communities (BRIC). Cumberland County Emergency Services applied for the new BRIC program in 2020 with the assistance of a consultant. Utilizing the Resilient Redevelopment Plan for Cumberland County created by North Carolina Emergency Management and damage sustained during Hurricane Florence, Emergency Services staff and the consultant identified projects for the 2020 submission. Although projects did not eventually get funded, the process did provide lessons learned to strengthen future project submissions.

Utilizing the feedback received from NCEM and the consultant that assisted with the 2020 BRIC application, Cumberland County Emergency Services, Emergency Management submitted letters of interest to NCEM for consideration for the three potential BRIC projects. NCEM approved all three projects to move forward for submission into the FEMA grant portal. A committee from the NCEM Mitigation section will review the program submissions and offer recommendations to strengthen the application. The final draft of the project submission is January 7, 2022.

If awarded, each project has a 75% FEMA and 25% Local cost share. This cost-share can be in-kind and county funds. In addition to the final draft, a letter of commitment to the 25% match dependent upon grant

approval is required.

Spring Lake Flood Mitigation (State Allocation)

Overall Cost: \$122,975.00

Proposed Federal Share: \$92,231.25

Proposed Non-Federal Share: \$30,734.75

Linden Drainage Project (State Allocation)

Overall Cost: \$122,975.00

Proposed Federal Share: \$92,231.25

Proposed Non-Federal Share: \$30,734.75

Stream Gauge Project (Nationwide Competitive Project)

*Competitive project reflects a 70% FEMA and 30% local cost share. This ratio is suggested by NCEM because the State of North Carolina automatically loses points in the technical evaluation criteria.

Overall Cost: \$300,000.00

Proposed Federal Share: \$210,000.00

Proposed Non-Federal Share: \$90,000.00

The grant application process requires the submitting local government to agree to provide the cost share matches if the project applications are approved and awarded.

RECOMMENDATION / PROPOSED ACTION

Staff requests the following action be placed on the Consent Agenda of the December 20, 2021, Board of Commissioners' Meeting:

Approval for staff to continue the BRIC grant application process and agreement to provide the cost share matches if the grants are awarded.

ATTACHMENTS:

Description	Type
BRIC - Scope of Work - Spring Lake	Backup Material
BRIC - Scope of Work - Linden	Backup Material
BRIC - Scope of Work - Cumberland County	Backup Material

FY 2021
Building Resilient Infrastructure and Communities (BRIC)
Scope of Work

Sub application Title

Spring Lake Flood Mitigation (Capacity and Capability Building)

Project Type

Capacity and Capability Building (Project Scoping): Project scoping activities are designed to develop mitigation strategies and obtain data to prioritize, select, and develop complete applications in a timely manner that result in either an improvement capability to identify appropriate mitigation projects or in the development of an application-ready mitigation project for BRIC or another funding opportunity.

Scope of Work

Cumberland County proposes to conduct a flood vulnerability and risk assessment to develop a more comprehensive and detailed understanding of the flood risks to its infrastructure, key public services, and historically disadvantaged communities as a basis for developing a strategy for reducing flood losses and disruptions to the Town. This effort will be a cornerstone of the Town's capability and capacity building program for reducing flood risks and enhancing resilience to increasing flooding. The assessment will utilize flood projection for the years 2030 - 2070 using current FEMA projections as a basis for determining potential future flood risks to communities and infrastructure. This information will be used to inform decisions about siting, design and flood proofing of future critical infrastructure and resilience measures such as revised building standards and nature-based solution such as Green Streets, and Rainwater Harvesting in areas likely to be impacted in the future by flooding within the Town of Spring Lake.

Estimated Budget

There is an 75% Federal/ 25% non-federal cost share associated with BRIC projects.

Overall Cost: \$122,975.00

Proposed Federal Share: \$92,231.25

Proposed Non-Federal Share: \$30,743.75

Estimated Timeframe for Completion

14 Months.

Deliverables

- Flood Vulnerability and Risk Assessment

- Consultant to conduct meetings and assist with planning.
- Comprehensive report detailing cost-effective mitigation solutions.
- Cost Benefit Analysis of each proposed mitigation project.
- Access to acceladapt Software
Software empowers local governments by delivering actionable vulnerability and risk insights. The software can be used to complete multi-threat assessments, evaluate social vulnerabilities, provide quantifiable data, and update strategic while applying a climate change lens.

FY 2021
Building Resilient Infrastructure and Communities (BRIC)
Scope of Work

Sub application Title

Cumberland County Town of Linden Drainage Canal

Project Type

Capacity and Capability Building (Project Scoping): Project scoping activities are designed to develop mitigation strategies and obtain data to prioritize, select, and develop complete applications in a timely manner that result in either an improvement capability to identify appropriate mitigation projects or in the development of an application-ready mitigation project for BRIC or another funding opportunity.

Scope of Work

Cumberland County will hire consultants to perform a flood vulnerability and risk assessment of the Town of Linden. The consultants will collect historical data, assess critical infrastructure, and use future projections to develop a comprehensive report highlighting actions that can be taken to reduce flood risk. The data will also be put into a climate change and adaptation software which provides benefit cost analysis and improves the end user's ability to do resiliency planning. The information collected as a result of this project will also be used to inform citizens of the threat/hazards and apply for future funding opportunities.

Soil and Conservationist with the United States Department of Agriculture have identified a blockage starting at NC-HWY 217 in a drainage canal that run through portions of the town and leads to the Little River, part of the Cape Fear River Basin, an estimated distance of 3900 ft. The blockage is partially attributed to Beavers Dams. Cascading effect during Hurricane Florence (2018) caused significant flooding throughout the town cutting of a main evacuation Route of NC-401 in which NC-217 Joins. Identifying methods to restore the natural flow of a drainage canal throughout the town and implementing creative solutions to cohabitate with beavers will reduce the impacts of flood within the Town of Linden.

Estimated Budget

There is an 75% Federal/ 25% non-federal cost share associated with BRIC projects.

Overall Cost: \$122,975.00

Proposed Federal Share: \$92,231.25

Proposed Non-Federal Share: \$30,734.75

Estimated Timeframe for Completion

14 Months.

Deliverables

- Flood Vulnerability and Risk Assessment
- Consultant to conduct meetings and assist with planning.
- Comprehensive report detailing cost-effective mitigation solutions.
- Cost Benefit Analysis of each proposed mitigation project.
- Access to acceladapt Software
Software empowers local governments by delivering actionable vulnerability and risk insights. The software can be used to complete multi-threat assessments, evaluate social vulnerabilities, provide quantifiable data, and update strategic while applying a climate change lens.

FY 2021
Building Resilient Infrastructure and Communities (BRIC)
Scope of Work

Sub application Title

Cumberland County Flood Warning System Development

Project Type

Competitive Application

Scope of Work

Cumberland County proposes to place 10 new stream gauges in strategic locations and connect them to the emergency notification system. The emergency notification system is already functioning and is well received by county residents and business owners, and the additional data on rising stream levels that inform the system will alert those potentially in harms way. The increased intensity of summer storm events has generated many flash flood events in the county, notably the flooding that occurred on the Little River near Manchester Road in Spring Lake in July 2020 that disrupted service at the Manchester Road Sewer Lift Station. The stream gauges will also collect data to develop a more comprehensive and detailed understanding of the flood risks to its infrastructure, key public services and historically disadvantaged communities. The greater understanding of flood risks will inform land use planning and code enforcement.

Estimated Budget

There is an 75% Federal/ 25% non-federal cost share associated with BRIC projects. On all competitive projects NCDPS recommends a 70% Federal/ 30% non-federal cost share automatically lost on all North Carolina applications.

Overall Cost: \$300,000

Proposed Federal Share: \$210,000.00

Proposed Non-Federal Share: \$90,000.00

Estimated Timeframe for Completion

18 Months.

Deliverables

- Ealy Notification System
- 10 Stream Gauges



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 12/1/2021

**SUBJECT: AMENDMENT TO THE HOMELESS ADVISORY COMMITTEE
INTERLOCAL AGREEMENT**

Requested by: AMY H. CANNON, COUNTY MANAGER

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

BACKGROUND

At the October 18, 2021 Board of Commissioners meeting, the Board approved the Homeless Advisory Committee makeup expansion 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

Attached is a marked-up copy of the proposed amended agreement and a clean copy of the proposed amended agreement. These versions reflect the addition of the aforementioned seats to the Homeless Advisory Committee.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the amended agreement and requests this item be placed on the December 20, 2021 Board of Commissioners' regular meeting agenda as a Consent Agenda Item.

ATTACHMENTS:

Description	Type
Proposed Agreement Mark-up	Backup Material
Proposed Amendment - Clean Copy	Backup Material

NORTH CAROLINA

AMENDED INTERLOCAL AGREEMENT
BETWEEN CUMBERLAND COUNTY AND
THE CITY OF FAYETTEVILLE TO
ADDRESS HOMELESSNESS

CUMBERLAND COUNTY

Approved by the Cumberland County Board of Commissioners _____

Approved by the Fayetteville City Council _____

This interlocal agreement is made pursuant to Article 20, Chapter 160A of the General Statutes of North Carolina by and between Cumberland County, a body corporate and politic and a political subdivision of the State of North Carolina, and the City of Fayetteville, a municipal corporation existing under the laws of the State of North Carolina.

WITNESSETH:

Whereas, the parties have funded programs and services to address homelessness by their respective community development agencies for a number of years; and

Whereas, the parties desire to establish a partnership that addresses homelessness through the formation of an advisory committee, appropriate programs and services, and the hiring of a Data & Evaluation Analyst, to be jointly funded by the parties and assigned to the Cumberland County Community Development Department.

Now therefore, in consideration of the mutual covenants set forth herein, and pursuant to the specific authority granted to them by Article 20, Chapter 160A of the General Statutes of North Carolina, the parties agree as follows:

(1) The purpose of this agreement is for the parties to jointly undertake the provision of community-wide programs and services that address homelessness.

(2) The duration of the agreement shall be for so long as the parties maintain the aforementioned personnel for the purpose of providing programs and services to address homelessness (the “undertaking”).

(3) A Homeless Committee consisting of a two members of City Council, a two members of the Board of County Commissioners, a member of the Cumberland County Schools Board of Education, the Cumberland County Schools Superintendent, an Assistant County Manager, a County Governmental Affairs Officer, a Deputy City Manager, the Chairman person of the

Cumberland County Continuum of Care (CoC), the City and County Community Development Directors, and the Data & Evaluation Analyst will meet regularly to coordinate and develop strategies to address homelessness through community-wide programs and services.

(4) The Data & Evaluation Analyst shall be an employee of Cumberland County and shall report to the Community Development Director for Cumberland County.

(5) The parties will jointly fund the Data & Evaluation Analyst and associated programs and services in a sufficient amount to cover all the costs incurred by it necessary to the execution of the undertaking in accordance as budgeted and approved by the parties.

(6) This agreement may be amended at any time by the execution of an amendment approved by the governing boards of both parties.

(7) This agreement may be terminated at the end of any fiscal year by the vote of either governing board with written notice of such termination being given to the other governing board at least sixty (60) days prior to the date of termination.

This interlocal agreement has been approved by the governing board of each party and entered into the minutes of the meeting at which such action was taken as indicated above.

[Signature page follows]

Cumberland County

By:

~~Glenn Adams~~, Chairman
Board of Commissioners

Attest:

Candice H. White, Clerk to the Board

City of Fayetteville

By:

Mayor ~~Nat Robertson~~ Mitch Colvin

Attest:

Pamela Megill, City Clerk

NORTH CAROLINA

AMENDED INTERLOCAL AGREEMENT
BETWEEN CUMBERLAND COUNTY AND
THE CITY OF FAYETTEVILLE TO
ADDRESS HOMELESSNESS

CUMBERLAND COUNTY

Approved by the Cumberland County Board of Commissioners _____

Approved by the Fayetteville City Council _____

This interlocal agreement is made pursuant to Article 20, Chapter 160A of the General Statutes of North Carolina by and between Cumberland County, a body corporate and politic and a political subdivision of the State of North Carolina, and the City of Fayetteville, a municipal corporation existing under the laws of the State of North Carolina.

WITNESSETH:

Whereas, the parties have funded programs and services to address homelessness by their respective community development agencies for a number of years; and

Whereas, the parties desire to establish a partnership that addresses homelessness through the formation of an advisory committee, appropriate programs and services, and the hiring of a Data & Evaluation Analyst, to be jointly funded by the parties and assigned to the Cumberland County Community Development Department.

Now therefore, in consideration of the mutual covenants set forth herein, and pursuant to the specific authority granted to them by Article 20, Chapter 160A of the General Statutes of North Carolina, the parties agree as follows:

(1) The purpose of this agreement is for the parties to jointly undertake the provision of community-wide programs and services that address homelessness.

(2) The duration of the agreement shall be for so long as the parties maintain the aforementioned personnel for the purpose of providing programs and services to address homelessness (the “undertaking”).

(3) A Homeless Committee consisting of two members of City Council, two members of the Board of County Commissioners, a member of the Cumberland County Schools Board of Education, the Cumberland County Schools Superintendent, an Assistant County Manager, a County Governmental Affairs Officer, a Deputy City Manager, the Chairperson of the Cumberland

County Continuum of Care (CoC), the City and County Community Development Directors, and the Data & Evaluation Analyst will meet regularly to coordinate and develop strategies to address homelessness through community-wide programs and services.

(4) The Data & Evaluation Analyst shall be an employee of Cumberland County and shall report to the Community Development Director for Cumberland County.

(5) The parties will jointly fund the Data & Evaluation Analyst and associated programs and services in a sufficient amount to cover all the costs incurred by it necessary to the execution of the undertaking in accordance as budgeted and approved by the parties.

(6) This agreement may be amended at any time by the execution of an amendment approved by the governing boards of both parties.

(7) This agreement may be terminated at the end of any fiscal year by the vote of either governing board with written notice of such termination being given to the other governing board at least sixty (60) days prior to the date of termination.

This interlocal agreement has been approved by the governing board of each party and entered into the minutes of the meeting at which such action was taken as indicated above.

[Signature page follows]

Cumberland County

By:

_____, Chairman
Board of Commissioners

Attest:

Candice H. White, Clerk to the Board

City of Fayetteville

By:

Mayor Mitch Colvin

Attest:

Pamela Megill, City Clerk



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 11/30/2021

**SUBJECT: AMENDED PROFESSIONAL SERVICES AGREEMENT FOR THE
EMERGENCY RENTAL ASSISTANCE PROGRAM WITH INNOVATIVE
EMERGENCY MANAGEMENT, INC.**

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): COMMUNITY DEVELOPMENT STAFF

BACKGROUND

In January 2021, Cumberland County was awarded \$3,735,545.10 through the Emergency Rental Assistance Program established by the U.S. Department of Treasury. At the Board of Commissioners meeting held on May 17, 2021, the Board approved a Professional Services Agreement between Cumberland County and Innovative Emergency Management (IEM) Inc. to administer the Emergency Rental Assistance Program for the County for a term beginning May 18, 2021 and ending December 31, 2021. Cumberland County and the City of Fayetteville are contracting with the same firm to administer the Emergency Rental Assistance Program.

In May 2021, a second allocation was awarded to the County in the amount of \$1,182,304.80. In order to maintain continuity, Cumberland County Community Development Department desires to amend the current agreement to include the second round of allocation and extend the term to June 30, 2022.

According to the U.S. Treasury (documented in the FAQ publication) the administrative cost allowed has increased from the first allocation of funds. For the second allocation, up to 15% is allowable for administrative costs and up to 10% is allowable for case management services.

RECOMMENDATION / PROPOSED ACTION

Community Development Staff recommends and requests that the following item be placed on the December 20, 2021 Board of Commissioners agenda as a consent item:

- Accept the additional allocation of Emergency Rental Assistance Program funds in the amount of \$1,182,304.80
- Approve the contract amendment which extends the contract period to June 30, 2022 and the program fee for the second allocation at an amount not to exceed 25% of the program funds (15% for administrative costs and 10% for housing stability costs)

ATTACHMENTS:

Description

Type

Professional Services Agreement Amendment Between County of Cumberland and Innovative Emergency Management, Inc.

Backup Material

**PROFESSIONAL SERVICES AGREEMENT AMENDMENT
BETWEEN
COUNTY OF CUMBERLAND
AND
INNOVATIVE EMERGENCY MANAGEMENT, INC.**

THIS AGREEMENT AMENDMENT, entered into this 29th day November of, **2021** by and between the COUNTY OF CUMBERLAND (hereinafter referred to as COUNTY), a body politic and corporate of the State of North Carolina, and Innovative Emergency Management, Inc., a Louisiana corporation registered with the North Carolina Secretary of State and conducting business as a consulting firm located at 2801 Slater Road Suite 200, Morrisville, NC 27560 hereinafter referred to as CONTRACTOR;

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

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

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

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

WHEREAS, the COUNTY executed the Professional Services Agreement on June 7, 2021 with the CONTRACTOR for the provision of these services by the CONTRACTOR to the COUNTY for a fee;

WHEREAS, the current Agreement between the COUNTY and CONTRACTOR expires December 31, 2021 and the COUNTY desires to extend the term of the Agreement Amendment until June 30, 2022; and

NOW THEREFORE, the Agreement executed between the COUNTY and the CONTRACTOR is hereby amended as follows:

Paragraph 2 – TERM OF AGREEMENT is deleted in its entirety in lieu thereof following is inserted:

"2. TERM OF AGREEMENT: This agreement shall begin May 18, 2021 and end June 30, 2022, unless sooner terminated. The COUNTY, in its discretion, may terminate this contract at any time prior to its normal expiration date upon 30 days advance written notice to the CONTRACTOR."

Paragraph 4. PAYMENT is deleted in its entirety in lieu thereof following is inserted:

"4. PAYMENT: CONTRACTOR will be paid a fee for its administrative and/or housing stability services in the amount not to exceed 8% of the total amount of Program funds from the first allocation and an amount not to exceed 25% of the total amount of Program funds from the second allocation, of which no more than 15% can be used for administrative costs. The estimated total amount of Program funds is \$3,735,545 for the first allocation and \$1,182,304 for the second allocation, to include the amount of the administrative fee, housing stability fees, and assistance funds. The COUNTY will pay CONTRACTOR for services rendered under this Agreement in twelve (12) equal monthly payments through the term of this Agreement. CONTRACTOR shall submit invoices and supporting documentation to Cumberland County Community Development for services rendered and completed in accordance with the CONTRACTOR'S proposal attached as Exhibit II and incorporated herein (to the extent they apply to the County). This Section 4 supersedes any provision contained in Exhibit II which is inconsistent with the language herein."

PROFESSIONAL SERVICES AGREEMENT AMENDMENT – INNOVATIVE EMERGENCY MANAGEMENT, INC.

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

COUNTY OF CUMBERLAND

ATTEST:

BY: _____

BY: _____

CHARLES EVANS, BOARD CHAIR

DATE: _____

[COUNTY SEAL]

INNOVATIVE EMERGENCY MANAGEMENT, INC.

ATTEST:

BY: *Barry M. Avarce*

BY: *Keith Reynolds*

Keith Reynolds, MANAGER OF CONTRACT ADMIN.

DATE: *November 22, 2021*

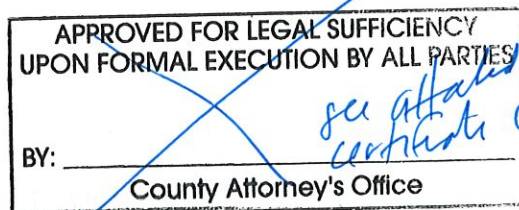
PRE-AUDIT CERTIFICATE:

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

By: *Vicki Evans*

Finance Director

Date

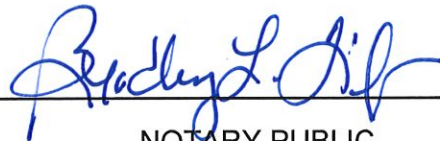


STATE OF Louisiana

Parish of East Baton Rouge

I, **Brad Tiffée**, a Notary Public in and for the County and State, do hereby certify that **Keith Reynolds**, personally came before me this day and acknowledged that she/he is an **Manager of Contract Administration** of **Innovative Emergency Management, Inc.**, a corporation of the State of Louisiana and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its **Manager of Contract Administration**, sealed with its corporation seal and attested by her as its employee.

WITNESS my hand and notarial seal this the 22 day of November, 2021.



NOTARY PUBLIC

My Commission Expires: death.



Bradley Layne Tiffée
Notary Public
Notary ID No. 131454
East Baton Rouge Parish, LA

EXHIBIT I
SCOPE OF SERVICES

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

The selected firm will be expected to:

A. Implement the Program

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

B. Determine Household Eligibility

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

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

C. Use an Application Process and Grant Management System

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

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

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

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EXHIBIT II

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements


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

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

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

Innovative Emergency

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



Signature of Contractor's Authorized Official

Keith Reynolds, Manager of Contract Administration
Name and Title of Contractor's Authorized Official

11/22/2021

Date

EXHIBIT III

Federal Contracting Requirements

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

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

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

Drug Free Workplace Requirements

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

Contractor/sub grantee Compliance

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

Conflict of Interest

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

Mandatory Disclosures

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

Federal Water Pollution Control Act

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

Clean Air Act

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

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

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

Access to Records and Reports

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

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

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

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

No Obligation by Federal Government

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

Changes

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

Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Remedies

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

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

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

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

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

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

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

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

Debarment and Suspension

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

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

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

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

Equal Employment Opportunity

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

1. The Contractor/sub grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/sub grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/sub grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

3. The Contractor/sub grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor/sub grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

5. The Contractor/sub grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor/sub grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor/sub grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor/sub grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor/sub grantee or vendor. The Contractor/sub grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor/sub grantee becomes involved in, or is threatened with, litigation with a Subcontractor/sub grantee or vendor as a result of such direction by the administering agency the Contractor/sub grantee may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

Labor Wage Determination Number: N/A

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

1. *Minimum Wages.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. *Withholding.*

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

3. *Payrolls and Basic Records.*

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

Copeland "Anti-Kickback" Act

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

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

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

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

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

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

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

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

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

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

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

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Procurement of Recovered Materials

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

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

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

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

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

Safeguarding Personal Identifiable Information:

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

DHS Seal, Logo, and Flags

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



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 11/30/2021

**SUBJECT: EMERGENCY RENTAL ASSISTANCE PROGRAM AGREEMENT WITH
THE NORTH CAROLINA OFFICE OF BUDGET AND MANAGEMENT**

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): COMMUNITY DEVELOPMENT STAFF

BACKGROUND

In June 2021, Cumberland County was notified by the North Carolina Office of State Budget and Management of funding in the amount of \$31,175,381 made available from the U.S. Department of Treasury for the Emergency Rental Assistance (ERA) Program. The funds will be awarded in two installments. The first award from the State will be in the amount of \$17,452,503.07 to Cumberland County. The term of the agreement (attached) is from August 30, 2021 to December 31, 2022. Funds must be incurred by September 1, 2022.

The purpose of the ERA program is to provide financial assistance to renters at risk of eviction due to the COVID-19 pandemic. Funds may be used for rent, utility assistance payments, and housing stability services to eligible households in Cumberland County adversely affected by the COVID-19 pandemic.

RECOMMENDATION / PROPOSED ACTION

Community Development Staff recommends and requests that the following item be placed on the December 20, 2021 Board of Commissioners agenda as a consent item:

- Accept the grant award in the amount of \$17,452,504
- Recognize the associated budget ordinance amendment # B220053 in the amount of \$17,452,504 for the

first installment

- Authorize the Chairman to execute the agreement

ATTACHMENTS:

Description

ERA Program Agreement with the NC Office of State Budget and Management

Type

Backup Material

EMERGENCY RENTAL ASSISTANCE PROGRAM

Agreement # ERA1-2021-0002

THIS Agreement is hereby entered into by and between the North Carolina Pandemic Recovery Office (NCPRO), under the auspices of Office of State Budget and Management, OSBM, (the "AGENCY"), and Cumberland County, NC, (the "RECIPIENT"). The parties mutually agree to the terms and conditions set forth herein.

WHEREAS, NCPRO, an agency of the Office of State Budget and Management ("OSBM"), was designated by OSBM to accept and administer funds from the federal COVID-19 pandemic relief funds under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501"); and

WHEREAS, North Carolina Session Law 2021-25, Senate Bill 172 An Act To Establish The State Fiscal Recovery Reserve And Fund, Coronavirus Capital Projects Reserve And Fund, And Local Fiscal Recovery Reserve And Fund To Maintain Funds Paid To The State From The Coronavirus State Fiscal Recovery Fund, Coronavirus Capital Projects Fund, And Coronavirus Local Fiscal Recovery Fund; To Appropriate Funds From The Local Fiscal Recovery Fund For Distribution To Non-Entitlement Units Of Local Government; To Appropriate Certain Federal Grant Funds Provided To The State Under The American Rescue Plan Act; And To Make Technical And Other Changes reserves or allots a maximum amount of Emergency Rental Assistance to the RECIPIENT and shall manage those funds in accordance with local priorities and federal requirements; and

WHEREAS, the parties enter into this Agreement to memorialize their understanding of the mutual advantages of this cooperative relationship;

NOW, THEREFORE, the parties agree to the terms and conditions set forth below:

1. EFFECTIVE TERM

This Agreement shall be effective starting August 30, 2021 and shall terminate on December 31, 2022.

2. RECIPIENT'S DUTIES

The RECIPIENT understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501") and any revisions made, and guidance issued thereto.

The RECIPIENT shall provide the activities as authorized and referenced in the North Carolina Session Law 2021-25, Senate Bill 172 An Act To Establish The State Fiscal Recovery Reserve And Fund, Coronavirus Capital Projects Reserve And Fund, And Local Fiscal Recovery Reserve And Fund To Maintain Funds Paid To The State From The Coronavirus State Fiscal Recovery Fund, Coronavirus Capital Projects Fund, And Coronavirus Local Fiscal Recovery Fund; To Appropriate Funds From The Local Fiscal Recovery Fund For Distribution To Non-Entitlement Units Of Local Government; To Appropriate Certain Federal Grant Funds Provided To The State Under The American Rescue Plan Act; And To Make Technical And Other Changes to administer the Emergency Rental Assistance Program. Funds will be used to provide rental and/or utility assistance payments, housing stability services to families in Cumberland County, North Carolina adversely affected by the pandemic, thereby placing them at risk of eviction from rental housing.

The RECIPIENT is responsible for completing ERA Grant Scope of Work (Form A-1) and NC PRO ERA Budget (Form A-2) found in Appendix I and II of this Agreement and the Federal Funding Accountability and Transparency Act (FFATA) Certification found in Appendix III and submitting these Forms to NCPRO within 14 days of signing this Agreement.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's budget. See Appendix II.

The RECIPIENT understands and acknowledges that these are federal funds and the total funding level available under this Agreement will not exceed \$17,452,503.07. Appendix I and Appendix II provides scope of work and budgeted amounts to be paid to RECIPIENT.

The RECIPIENT understands that 65% of these federal funds must be obligated by September 30, 2021 to prevent reallocation by the U.S. Treasury.

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in:

- a. The Consolidated Appropriations Act, 2021, P.L. 116-260 (December 27, 2020) referred herein as “the Act”.
- b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) promulgated by the United States Office of Management and Budget sections: 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements; and
- c. Guidance issued by the United States Department of Treasury during the term of this Agreement; and
- d. The RECIPIENT agrees to establish data privacy and security requirements as required by Section 501(g)(4) of the Act; and
- e. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), the RECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles; and
- f. Pursuant to Executive Order 13513, the RECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text-messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers; and
- g. Statutes and regulations prohibiting discrimination including the following:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
 - The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability.
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance.
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

The RECIPIENT agrees that it will maintain in effect a Conflict of Interest policy. The RECIPIENT and subrecipients shall disclose in writing to NCPRO, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The RECIPIENT agrees to submit the RECIPIENT’S policy surrounding conflict of interest within 14 calendar days of execution of this Agreement.

The RECIPIENT understands that if the funds have been allocated to a nonprofit corporation or a contractor, and the use of funds by the nonprofit corporation or contractor is disallowed by federal law, the nonprofit corporation or contractor shall return the amount of funds allocated to nonprofit corporation to OSBM.

The RECIPIENT agrees to provide any necessary information as required by the Federal Funding Accountability and Transparency Act. See Appendix III.

The RECIPIENT understands that any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number ERA0019 awarded to the State of North Carolina by the U.S. Department of the Treasury.”

3. AGENCY’S DUTIES & STATUS REPORTING

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2021-25, comply with the intent and guidance found in this Law and ensure compliance with related federal and state statutes and financial management standards. Additionally, the RECIPIENT agrees to allow NCPRO to work with the RECIPIENT database administrator to collect detail transaction information supporting the expenditures from these funds.

- i. Invoice and Payment. The AGENCY shall advance one-fourth of the grant amount, \$4,363,125.77, upon written notification by the RECIPIENT that it has expended all of its direct federal award for emergency rental assistance. After the initial payment is provided to the RECIPIENT, the RECIPIENT shall submit disbursement requests every month.
- ii. The RECIPIENT shall submit the final disbursement request to be received by the AGENCY by September 15, 2022.
- iii. On or before October 31, 2022 the RECIPIENT will submit the final outcome and accomplishment reports (see Appendix VI).
- iv. The AGENCY reserves the right to withhold, reduce, or delay disbursement of the payments noted above, if the disbursement requests are not submitted, are not complete or do not include adequate attached documentation that can verify disbursement. The AGENCY must provide the RECIPIENT with a written explanation of the business reasons to delay, alter, or reject disbursement payments that have been invoiced to the AGENCY. The RECIPIENT has three (3) business days after such AGENCY communication to respond to address the item(s) of concern. The AGENCY is to communicate a final review within three (3) business days of such RECIPIENT response.

Administrative Costs

- a. The RECIPIENT may use funds provided to the RECIPIENT to cover both direct and indirect costs.
- b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award or \$1,745,250.31.
- c. SB 172 stipulates that 10% of the total award may be used for a program hotline, housing stability services and administrative costs with no more than 5% of these funds used for administrative costs.

4. FUNDS MANAGEMENT

The RECIPIENT also agrees to operate all transactions from these funds within a special revenue account that is not commingled with other funds to prevent the accidental inclusion of transactions not related to the Emergency Rental Assistance grant.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS

RECIPIENT shall comply with all rules and reporting requirements established by the requirements of 9 N.C.A.C. Subchapter 3M.0205. The RECIPIENT agrees to submit the ERA Grant Project Status Report (Appendix IV) to the AGENCY every Friday during the term of this Agreement. The RECIPIENT further agrees to submit the Outcomes and Accomplishments Final Report (APPENDIX VI) to the AGENCY no later than October 31, 2022 or within forty-five (45) days of final expenditure date, whichever is earlier.

The above noted reports shall include RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT agrees that all program activity results information reported shall be subject to review and authentication as described in Section 7 and RECIPIENT will provide access to work papers, receipts, invoices, and reporting records, if requested by the AGENCY, as the AGENCY executes any internal audit responsibilities.

6. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator.

The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Stephanie McGarrah North Carolina Pandemic Recovery Office MSC 20320 Raleigh, NC 27699-0320 Direct: 984-202-4267 Email: Stephanie.mcgarrah@osbm.nc.gov	Stephanie McGarrah North Carolina Pandemic Recovery Office 430 N. Salisbury Street Raleigh, NC 27603 Direct: 984-202-4267 Email: Stephanie.mcgarrah@osbm.nc.gov
For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Delores (Dee) Taylor Title: Director of Community Development Address: 707 Executive Place Fayetteville, NC 28305 Direct: 910-323-6112 Email: dtaylor@co.cumberland.nc.us	Name: Delores (Dee) Taylor Title: Director of Community Development Address: 707 Executive Place Fayetteville, NC 28305 Direct: 910-323-6112 Email: dtaylor@co.cumberland.nc.us

7. MONITORING AND AUDITING

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor and any federal monitor or auditor with access to financial and accounting records and audit work papers in the possession of any auditor of any recipient of State funding to support internal audit, financial reporting, and related requirements.

Per 9 N.C.A.C. Subchapter 3M.0205A, a recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. Audits must be provided to the AGENCY no later than nine months after the end of the RECIPIENT's fiscal year.

8. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. SUBCONTRACTING AND ASSIGNMENT

The RECIPIENT agrees that the assigning or subcontracting of any work related to the contract to a subcontractor requires the advance written permission of the AGENCY. The AGENCY agrees to provide a response within three (3) days of the request. If such permission is granted, such entities shall comply with the following:

- (a) The RECIPIENT is not relieved of any of the duties and responsibilities of the original Agreement; and
- (b) The RECIPIENT agrees and is responsible for managing and monitoring each project, program, or activity supported by grant funds.
- (c) Any SUBCONTRACTOR agrees not to have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, state, or local level. The SUBCONTRACTOR agrees to complete the State Grant Certification found in APPENDIX III and submit to the Agency within 30 calendar days of execution of this Agreement, as required by North Carolina General Statute 143C-6- 23(c).

10. COMPLIANCE WITH LAW

The RECIPIENT agrees to comply with all applicable federal and state laws, rules, and regulations in its performance of this Agreement.

11. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) no later than October 31, 2022 or within forty-five (45) days of final incurred date, whichever is earlier. All funds not incurred as of September 1, 2022 will be returned to the AGENCY by September 30, 2022.

The above noted reports shall include RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT agrees that all program activity results information reported shall be subject to review and authentication as described in Section 7 and RECIPIENT will provide access to work papers, receipts, invoices, and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the timeframe mentioned earlier in Section 13 of this AGREEMENT. Once the complete final project status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

CUMBERLAND COUNTY, NC

_____ Signature	_____ Date
--------------------	---------------

_____ Printed Name	_____ Title
-----------------------	----------------

**NORTH CAROLINA OFFICE OF BUDGET AND MANAGEMENT
NORTH CAROLINA PANDEMIC RECOVERY OFFICE**

_____ Signature	_____ Date
--------------------	---------------

Charles Perusse	State Budget Director
_____ Printed Name	_____ Title

Appendix I ERA Grant Scope of Work (Form A-1)

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the Agreement. This will include completing the following:

1. Organization Section of this Document
2. Scope of Work Section of this Document
3. The Budget for Recipient in Appendix A-2

1. Organization:

Organization Name:	Cumberland County, NC
Organization Fiscal Year End:	June 30

2. Scope of Work:

Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the Agreement. The description should include activities to be provided, objectives to be achieved, and expected results. The description should also include anticipated timing of those activities, objectives and expected results. Contractor's budgeted amounts and description of work with the activities, objectives, and expected results are to be provided within fifteen (15) days of contract approval. The following documents must also be provided - Emergency Rental Assistance Program Policies and Procedures, Outreach/Communication Plan and Program Compliance Plan.

As required by Treasury, the program policies should include the collection of the following information.

- Address of the rental unit.
- Amount and percentage of monthly rent covered by ERA assistance.
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance.
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak).
- Amount of outstanding rental arrears for each household.
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided.
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.
- For landlords and utility providers, the name, address, and Social Security number, tax identification and DUNS number.

Appendix II: NCPRO ERA Grant Grant Recipient's Budget (Form A-2)

Below are general expenditure descriptions that can serve as a guide for preparing the organization's budget related to the grant award. Please add rows in the budget section as needed. This form must be certified by the signature of an authorizing official. The certification is for both Attachment A-1 and A-2. If subcontractors' detail is not available upon contract execution, include the expenses in the "Subcontract Expenses" column.

1. General Information

NAME OF RECIPIENT ORGANIZATION:	Contract Agreement Number	Total Funding Authorized by SB 172	CDDA	Term of Grant	Will you subgrant or pass down funds to other organizations?	Organization Tax ID Number	DUNS Number	Point of Contact Name:	Point of Contact Title:	Point of Contact Email	Point of Contact Phone Number
Cumberland County, NC	ERA-1-2021-0002	\$ 17,452,503.07	21.023	July 20, 2021 to December 31, 2022							

2. Budget Section

[illegible]

Appendix III: Federal Funding Accountability and Transparency Act (FFATA)

The State of North Carolina must report into the FFATA Subaward Reporting System which captures and report subawards and executive compensation data regarding their first tier subawards to meet the FFATA reporting requirements.

Cumberland County, North Carolina

Enter your DUNS Number: _____

Enter your 9 Digit Zip Code: _____

Question 1: In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Question 2: Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Appendix IV

Emergency Rental Assistance Grant Project Status Report (Form R-1)

On the first day of each month during the term of this Agreement, and before it will be possible to make any disbursement, you are required to provide to the Agency the status towards the specific purpose as stated in the **ERA Grant Scope of Work (A-1) (Attachment I)**. This report is to be completed by the grant recipient and uploaded to the link below.

<https://ncosbm.sharefile.com/r-rfab4acd51d7e409bad61ccec518e85e1>

1. Organization

Organization Name	Cumberland County, North Carolina
Contract Agreement Number	ERA1-2021-0002
Date	

2. Financial Summary

Total Funding Authorized	Total Funding Received to Date	Balance
\$17,452,503.07		

3. Performance: The Recipient shall detail below how the organization has spent the amount of funding allocated for the specific purpose as stated in the Agreement. The description should include all activities and progress.

Reporting Period Date(s): _____

Descriptive summary of how the funds were used, including specific deliverables achieved to include the following performance information.

Performance Indicators

- Number of applications received
- Number of applications approved
- Number of applications determined ineligible
- Number of rent awards
- Number of utility awards
- Number of applicants below 80%, 50% and 30% of area median income
- Number of households qualified for unemployment benefits
- Number of households demonstrating a risk of homelessness or housing instability

Applicant Characteristics

- Head of Household (HH) Race
- HH Ethnicity
- HH Age
- HH Gender
- HH Zip Code
- Household Size
- Traditionally underserved groups (underserved, non-English speaking population)

Financial Data:

Total expended for Rent Awards: \$ _____

Total expended for Utility Awards: \$ _____

Total expended for Housing Stability: \$ _____

Total expended for Administrative Expenses: \$ _____

Grand Total for the Reporting Period: \$ _____

I certify that funds mentioned in this document were used in accordance with Appendix I and II in the contract between the State of North Carolina and my organization.

Name:

Signature:

Title:

Phone:

Email:

APPENDIX V: NCPRO Emergency Rental Assistance Grant
Monthly Disbursement Request (Form R-2)

Form R-1 must accompany this form to receive funds disbursement from NCPRO.

RECIPIENT COMPLETION INFORMATION: Upload complete form to: <https://ncosbm.sharefile.com/r-rfab4acd51d7e409bad61cc518e85e1>

PART A: Summary of Funding Received and Spent

[illegible][illegible]

Appendix VI

Emergency Rental Assistance Program Grant (Form F)

Outcomes and Accomplishments Final Report

To finalize this award, you are required to provide to the Agency with a narrative of the outcomes and accomplishments related to the funds spent for the specific purpose as stated in the grant contract. You can use the secure link that is provided by NCPRO to upload images, brochures, and other information to illustrate your outcomes and accomplishments. [_](#)

1. Organization:

Organization Name:	Cumberland County, North Carolina
--------------------	-----------------------------------

2. Outcomes and Accomplishments:

Signed by _____
Printed Name _____
Title _____
Date _____



DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

DATE: 12/1/2021

SUBJECT: LEASE RENEWAL FOR FAMILY VISITATION CENTER

Requested by: AMY CANNON

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

BACKGROUND

Due to the number of children in foster care, DSS is unable to accommodate court ordered visits within the building's limited visitation space. In January 2020, with approval from the Board of Commissioners and County Manager, a Family Visitation Center was identified and approval was obtained to lease the property at 2504 Raeford Road, Fayetteville, NC. This location is optimal and accessible by public transportation. Additionally, this location provides sufficient office and visitation space to continue serving our community and allow parents, siblings and other relatives to visit children in foster care in a family-friendly location. The terms of the initial contract remain unchanged with an annual rental of \$20,400 payable in equal installments of \$1700.00 a month. The renewal agreement has been reviewed by County Legal.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following action be placed on the consent agenda of the December 20, 2021 Board of Commissioner's Meeting Agenda:

Approval to renew the Weeks Rental Properties, LLC lease agreement for two years at a total cost of \$40,800.00 payable in equal installments of \$1700.00 a month for the Family Visitation Center effective December 31, 2021.

ATTACHMENTS:

Description	Type
Weeks Rental Properties, LLC Lease Renewal Effective 1-1-2022	Backup Material
Weeks Rental Properties, LLC Lease Rent Schedule Effective 1-1-2022	Backup Material
Weeks Rental Properties, LLC Lease Agreement 2020-21 Finalized	Backup Material



NOTICE TO ELECT LEASE RENEWAL/EXTENSION

County of Cumberland/Cumberland County Department of Social Services ("Tenant")
and Weeks Rental Properties, LLC ("Landlord")

with respect to certain Premises located at: 2504 Raeford Rd, Suite C, Fayetteville, NC 28305-5294
have previously entered into a lease agreement dated January 13, 2020, which lease agreement ☒ has not been
amended or ☐ has been amended by the following documents (list name and date of any document(s) modifying the lease
agreement):

(all documents referenced above being herein collectively the "Lease")

Landlord and Tenant hereby stipulate and certify that (choose only one option below):

- ☐ The Lease is hereby extended in accordance with the terms and conditions specified in the Lease.
☒ The Lease is hereby extended in accordance with the terms and conditions specified in the Lease with the exception of the
revised rent schedule which shall be affixed hereto and become part of this Notice to Elect Lease Renewal/Extension.

As a result of the foregoing extension, the new termination date of the Lease is: December 31, 2023.

Tenant's failure to execute this Notice to Elect Lease Renewal/Extension shall constitute an election by Tenant to
possess the Premises subject to the holdover provisions in the Lease, including any holdover rent provision therein. Except as
modified herein, the Lease remains enforceable in accordance with its Tenant as originally set forth.

TENANT:

Individual

County of Cumberland/Cumberland County Department of Social Services

Date: _____

Date: _____

Business Entity:

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

LANDLORD:

Individual

Weeks Rental Properties, LLC

Date: 11-17-21

Date: _____

Business Entity:

(Name of Entity)

By: Becki Ross

Name: Becki Ross

Title: Sr. Property Manager

Date: 11-17-21



North Carolina Association of REALTORS®, Inc.

STANDARD FORM 594-T

Adopted 7/2017

© 7/2021

Grant Murray Property Management, LLC, 150 N. McPherson Church Rd, Fayetteville NC 28303
Becki Ross

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 9108682020

Fax: 9108682027

HEB2504-C



Effective January 1, 2022

Rent Schedule for 2504 Raeford Rd., Suite C, Fayetteville, NC 28305

County of Cumberland/Cumberland County Department of Social Services

Extension has been requested for 2 years and has been agreed upon.

Rent schedule to remain the same for the next 2 years at \$1700 per month.

Contract # 2020250



REALTOR® North Carolina Association
of REALTORS®

COMMERCIAL LEASE AGREEMENT
(Multi-Tenant Facility)

See Addendum Attached

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between
Weeks Rental Properties, LLC

a(n) corporation ("Landlord"),

(individual or State of formation and type of entity)

whose address is 501 Edinburgh Dr, Fayetteville, NC 28303-5119, and

County of Cumberland/

a(n) Cumberland County Dept of Social Services ("Tenant").

(individual or State of formation and type of entity)

whose address is 1225 Ramsey St, Fayetteville, NC 28301-4401

☐ If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of na
(name(s) of guarantor(s)) attached hereto and incorporated herein by reference.

(Note: Any guaranty should be prepared by an attorney at law.)

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES/PROPERTY

(Note: In this paragraph, Premises is the actual space being leased and Property is the broader site/location of the Premises.)

1. (a) Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, those certain premises depicted on Exhibit A attached hereto and incorporated herein by reference (hereinafter called the "Premises"), which is a part of a building or buildings located at the Property (defined below).

The address of the Premises is:

(Address): 2504 Raeford Rd, Fayetteville, NC 28305-5294

(b) The Premises is located at the following described property ("Property"):

(Address): Suite C approximately 1753 square feet

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
_____ at Page(s) _____, _____ County, consisting of _____ acres.

☐ If this box is checked, Property shall mean that property described on Exhibit B attached hereto and incorporated herewith by reference.

(For information purposes: (i) the tax parcel number of the Property is: a portion of 0427-41-5920;
and, (ii) some or all of the Property is described in Deed Book 10473, Page No. 594, Cumberland
County.)



North Carolina Association of REALTORS®, Inc.

REALTOR® Tenant Initials ASZ BSG

Landlord Initials WPR

Page 1 of 13



STANDARD FORM 593-T

Revised 7/2019

© 7/2019

All facilities furnished at the Property and designated for the general use, in common, of occupants of the Property and their invitees, agents or employees, including Tenant hereunder, including but not limited to parking areas, streets, driveways, sidewalks, canopies, roadways, loading platforms, shelters, ramps, landscaped areas, exterior water faucets, irrigation systems, exterior lighting fixtures, signs and other facilities whether of a similar or dissimilar nature ("Common Areas") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of the Common Areas and to restrict parking by tenants and their employees to employee parking areas, to make Rules and Regulations (as herein defined) and do such things from time to time as in Landlord's reasonable discretion may be necessary regarding the Common Areas.

Tenant shall also have a non-exclusive right, in common with other tenants at the Property, to the use of the Common Areas at the Property, subject to the terms hereof.

☐ **Occupancy Limitation:** If this box is checked, notwithstanding any greater occupancy of the Premises which may be permitted by any law, statute, ordinance, regulation, rule (including rules enacted pursuant to any private use restrictions), as the same may be amended from time to time, Tenant shall not allow occupancy of the Premises to exceed _____ persons per _____ square feet in the Premises at any one time.

TERM *See Addendum attached hereto*

2. The term of this Lease shall commence on January 1, 2020 ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on December 31, 2021, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least na days prior to the end of the then expiring term of this Lease, for na additional term(s) of na years each.

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least na days prior to the end of the then expiring term of this Lease, for additional term(s) as specified on Exhibit B.

☐ **Option to Lease-** If this box is checked, Tenant, upon the payment of the sum of \$ na (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of na days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workmanlike manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Property. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to the tenant at the Premises of any entry onto the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises or Property caused by Tenant's entry and on-site inspections. IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER. Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

RENTAL

3. Beginning on January 1, 2020 ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of \$ 20,400.00, payable in equal monthly installments of \$ 1,700.00, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every na Lease Year Anniversary by na % over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every na Lease Year Anniversary by the greater of: (i) _____ percent (na %) over the amount then payable hereunder, or, (ii) the percentage increase (but not any decrease) in the numerical index of the "Consumer Price Index for All Urban Consumers" (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the immediately preceding twelve (12) month period over the amount then payable hereunder.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every na Lease Year Anniversary by \$ na over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted as provided on Exhibit B.

☒ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

Grant Murray Real Estate, LLC

150 North MCPerson Church Road

Fayetteville, NC 28303

LATE CHARGES

4. If Landlord fails to receive full rental payment within 5 days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to Ten Point Zero percent 10.000 (%) of the overdue amount or \$ na whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of \$ 1,700.00 as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this paragraph 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this paragraph 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

☐ If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. Where a Service Obligation is allocated to Tenant, Tenant shall not be responsible for such service as to any Common Area and such responsibility shall be limited to the Premises (Tenant space). In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Service Obligation	Landlord	Tenant	Not Applicable
Sewer/Septic	X		
Water	X		
Electric	X		
Gas			X
Telephone		X	
HVAC (maintenance/service contract)	X		
Elevator (including phone line)			X
Security System		X	
Fiber Optic		X	
Janitor/Cleaning	X		
Trash/Dumpster	X		
Landscaping/Maintenance	X		
Sprinkler System (including phone line)			X
Pest Control	X		
Tenant cleans own suite		X	

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises or the Property, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord represents and warrants that the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this paragraph 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. ☐ If this box is checked, the rules and regulations attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with all Rules and Regulations of Landlord in connection with the Premises and the Property which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided notice of such new Rules and Regulations is given to Tenant in writing and the same are not in conflict with the terms and conditions of this Lease. Landlord shall use commercially reasonable efforts to enforce such Rules and Regulations at the Property, provided, however, in no event shall Landlord be obligated to make any material expenditures in connection with the enforcement of such Rules and Regulations. Landlord shall not be liable for any damages arising from any use, act or failure to act of any other tenant or occupant (including such tenant's or occupant's invitees, agents or employees), if any, of the Property.

PERMITTED USES

8. The permitted use of the Premises shall be: visitation ~~area~~ facility and office use
("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted

Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

TAXES, INSURANCE AND COMMON AREA AND PROPERTY OPERATING EXPENSES

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property, shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Property as Landlord in its reasonable discretion may deem appropriate and shall maintain and operate the Common Areas and the Property. Tenant shall reimburse Landlord for its proportionate share of all taxes, insurance and Common Areas and Property Operating Expenses as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for its proportionate share of taxes, insurance and Common Areas and Property Operating Expenses during the term of this Lease, and any extension or renewal thereof. If boxes are checked below, the manner of reimbursement shall be as indicated:

Taxes

☐ Its proportionate share of the amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property for each tax year exceed all taxes on the Property for the tax year na; or

☐ Its proportionate share of all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property for each tax year.

If the final Lease Year of the term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of its proportionate share of the then current tax payments for the Property. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal its proportionate share of the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this paragraph 9.

Insurance

☐ Its proportionate share of the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Property over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

☐ Its proportionate share of the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Property.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of its proportionate share of the then current insurance premiums for the Property. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal its proportionate share of the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount

equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this paragraph 9.


Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Property, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

Common Areas and Property Operating Expenses

☐ Its proportionate share of all Common Areas and Property Operating Expenses.

For the purpose of this Lease, Common Areas and Property Operating Expenses shall include: (a) the cost of water and sewer services for any exterior landscaping, irrigation systems; (b) the cost of utilities to service the Property (not separately metered to tenants and regardless of their allocation to Landlord under paragraph 6 hereof) including but not limited to, electric service for any parking lot lighting, marquee signs, ground signs, pylon signs, time clocks, irrigation systems, common electric outlets used in connection with maintenance of the Property, and such other electric costs, including the replacement of light bulbs in Common Areas light fixtures as necessary to properly maintain and operate the Common Areas; (c) the cost of the removal of any trash, including the rental cost of dumpster units and fees for refuse removal; (d) the cost of exterior window washing of vacant spaces, cleaning of any building exterior, awnings, sidewalks, driveways and parking areas; (e) the cost of any grounds maintenance, including but not limited to charges for maintaining plant materials, fertilizer, pesticides, grass mowing, pruning of plants, planting of annual flowers, removal of debris and trash from Common Areas, cleaning supplies, and such other expenses necessary to maintain the Property; (f) the cost of service contracts with independent contractors to maintain on a regular basis the plumbing systems outside the rentable areas of each tenant, and to provide for pest control and exterminating services for the Common Areas; (g) the cost of maintaining the parking areas and driveways, including the re-striping of parking spaces, patching of deteriorated pavement, replacement of parking signs or directional signs; (h) the cost of Landlord's personnel when such personnel are engaged directly in the maintenance of the Common Areas of the Property, including the cost of employer taxes and a proration of employee benefits; (i) the cost of snow and ice removal from parking areas, driveways, walkways and service areas; (j) the cost of telephone, telegraph, stationery, advertising, and mail or shipping costs related directly to the maintenance or operation of the Property; (k) the cost of all repairs and maintenance for the structure, Property and systems related thereto; and (l) such other costs and expenses as are typically incurred in the maintenance and operation of a property of this type, inclusive of a management fee paid by Landlord to a property manager or property management company or organization for the management of the Property and any owner association dues or assessments. Within one hundred eighty (180) days following the end of each calendar year, Landlord shall cause a statement to be prepared of the actual cost of Common Areas and Property Operating Expenses for such calendar year and shall provide Tenant a copy of same. Tenant's proportionate share of Common Areas and Property Operating Expenses is presently estimated to be the sum of \$ na annually or \$ na per month.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of Common Areas and Property Operating Expenses by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, the amount set forth above as the presently estimated per month proportionate share of Common Areas and Property Operating Expenses for the Premises. Landlord shall pay or cause to be paid the Common Areas and Property Operating Expenses. Within one hundred eighty (180) days following the end of each calendar year, Landlord shall: (i) cause a statement to be prepared of the actual cost of Common Areas and Property Operating Expenses for such calendar year and shall notify Tenant of any overpayment or underpayment of Tenant's proportionate share of these items during such prior calendar year; and, (ii) establish an estimate of the cost of Common Areas and Property Operating Expenses for the then current calendar year. To the extent Tenant has overpaid Tenant's proportionate share of these items for the preceding calendar year, such overage shall be credited to Tenant's proportionate share of these items for the current calendar year. To the extent Tenant has underpaid Tenant's proportionate share of these items for the preceding calendar year, Tenant shall, on the first day of the calendar month following receipt of the statement from Landlord setting forth the amount of such underpayment, pay to Landlord the full amount of such underpayment for the preceding calendar year. In addition, beginning on the first day of the calendar month following the date upon which Landlord shall have delivered to Tenant the statement for the estimated Common Areas and Property Operating Expenses for the then current calendar year, Tenant shall pay to Landlord the product of one-twelfth (1/12) of Tenant's proportionate share of the estimated Common Areas and Property Operating Expenses for the then current calendar year multiplied by the number of calendar months in the calendar year which shall have begun as of said first day, minus the aggregate amount of the monthly payments for Tenant's proportionate share of expenses theretofore paid by Tenant during such calendar year. The remainder of Tenant's proportionate share of such expenses for the then current calendar year shall be paid by Tenant to Landlord on the first day of each succeeding month in

Tenant Initials 

Landlord Initials 

equal consecutive monthly installments of one-twelfth (1/12) of the total amount of Tenant's proportionate share of Common Areas and Property Operating Expenses as shown on the estimate thereof provided by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this paragraph 9.

For purposes of this paragraph 9, "Tenant's proportionate share" shall mean (check one):

- ☐ na % of the expenses above designated; or
☐ \$ na payable monthly, in satisfaction of all reimbursements under this paragraph 9; Landlord ☐ shall
☐ shall not be obligated to provide to Tenant a statement of the actual cost of Common Areas and Property Operating Expenses for each calendar year.

(Note: The following box should only be checked if there are no boxes checked above in this paragraph 9.)

- ☒ None- Tenant shall have no responsibility to reimburse Landlord for taxes, insurance or Common Areas and Property Operating Expenses.

INSURANCE; WAIVER; INDEMNITY

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than 1,000,000 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) ~~Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.~~

(c) ~~Except as otherwise provided in paragraph 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in paragraph 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this paragraph 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this paragraph 10 shall survive the expiration or earlier termination of this Lease.~~

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports, exterior walls (exclusive of all glass and exclusive of all exterior doors) of the Premises and the Common Areas of the Property (including all facilities located in the Common Areas and serving the Premises and any portion of the Property other than the Premises, and capital replacements thereof) provided that Landlord shall not be responsible for repairs or capital replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

(Note: Should Landlord and Tenant need to further detail the allocation of responsibility hereunder, the Special Stipulations box at the end of the Lease should be checked and such allocation should be specified on an Exhibit C.)

REPAIRS BY TENANT

12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant further agrees that it shall not use the Common Areas for storage or for the disposal of refuse or any other material. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of \$ 500.00.

☐ If this box is checked, Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) serving the Premises in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for heating, ventilation and air conditioning equipment, Tenant shall not be liable for more than \$ na (per occurrence) or \$ na (annually), and Landlord shall reimburse Tenant for the amount in excess of the stated amount upon the written request of Tenant.

☐ If this box is checked, Landlord, at its expense, shall maintain the heating, ventilation and air conditioning system(s) serving the Premises in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that, Tenant shall reimburse Landlord an amount up to \$ na (per occurrence) or \$ na (annually), and Landlord shall be responsible for the amount in excess of the stated amount. Tenant shall reimburse Landlord for the amount of Tenant's obligation hereunder upon the written request of Landlord.

(b) Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises or the Property. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord, in connection with Landlord's consent to same, may designate any such alterations, additions, or improvements to the Premises as subject to removal upon the expiration or earlier termination of this Lease, in which case, upon Landlord's written notice to Tenant to remove same at the expiration or earlier termination of this Lease, Tenant shall do so and restore the Premises to the condition that existed prior to such alterations, additions, or improvements being made. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant has no authority to allow, will not permit, and will indemnify Landlord and hold it harmless from, any contractors', laborers', mechanics', or materialmen's liens, or any other similar liens filed against the Premises in connection with any alterations, additions, or improvements to the Premises.

SURRENDERING THE PREMISES

14. Tenant shall schedule its move date with Landlord, in writing, in advance of the expiration or earlier termination of this Lease. Tenant agrees to return the Premises to Landlord at the expiration or earlier termination of this Lease, broom clean and in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. By written notice to Tenant, Landlord may require Tenant to remove any alterations, additions or improvements at the expiration or earlier termination of this Lease (whether or not made with Landlord's consent and whether or not designated via paragraph 13 as subject to removal) and to restore the Premises to its prior condition as of the Lease Commencement Date, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's personal property or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such personal property or trade fixtures. (Note: Should Landlord and Tenant need to further enumerate their intent/understanding as to the status of items or property as fixtures, trade fixtures, or personal property hereunder, the Special Stipulations box at the end of the Lease should be checked and such enumeration should be specified by listing same by category on an Exhibit B.)

DESTRUCTION OF OR DAMAGE TO PREMISES

15. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under paragraph 15(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this paragraph 15, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

16. Landlord, at its own expense, shall comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority relative to the Common Areas and/or facilities serving the Common Areas (or any facilities serving the Premises and the Common Areas), (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Common Area and/or facilities serving the Common Areas (or any facilities serving the Premises and the Common Areas). Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

17. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of the Premises is taken, or if by reason of any taking of the Property or the Premises, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date the portion of the Premises of taking of the portion of the Premises or Property so taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said portion of the Premises or the Property have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises and/or Property remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in paragraph 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises and/or the Property.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises and/or the Property or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in

any manner by the provisions of this paragraph 17, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

18. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay to Landlord, concurrently with any request for consent to assignment or sublet, a non-refundable fee of \$ na as payment to Landlord for its review and processing of the request. In addition, Tenant shall pay to Landlord any legal fees and expenses incurred by Landlord in connection with the proposed assignment or sublet, to the extent such amounts exceed \$ na. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant acknowledges and understands that Landlord's acceptance of partial rental will not waive Tenant's breach of this Lease or limit Landlord's rights against Tenant hereunder or Landlord's right to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rental.

EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls, doors or roof of the Premises or anywhere on the Property, except with the express written consent of the Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises or on the Property. Any and all signs placed on the Premises or the Property by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" 60 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

23. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

24. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Paragraph 3 above.

ENVIRONMENTAL LAWS

25. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or the Property or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove from the Premises, all Hazardous Materials that were placed on the Premises by Tenant or Tenant's employees, agents, invitees or contractors, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises or the Property of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises or the Property by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this paragraph 25 shall survive the termination of this Lease.

SUBORDINATION; ATTORNMEN; ESTOPPEL

26. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord

or Landlord's successor; execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

27. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

28. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

BROKERS

29. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant. Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

Grant-Murray Real Estate, LLC ("Listing Agency"),
Susan Evans/Neil Grant ("Listing Agent" - License # 209636/93980)
Acting as: ☒ Landlord's Agent; ☐ Dual Agent
and Grant-Murray Real Estate, LLC ("Leasing Agency"),
Susan Evans ("Leasing Agent" - License # 93980)
Acting as: ☐ Tenant's Agent; ☒ Landlord's (Sub)Agent; ☐ Dual Agent

GENERAL TERMS

30. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) Time is of the essence in this Lease.

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute

originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

SPECIAL STIPULATIONS

☒ If this box is checked, additional terms of this Lease are set forth on **Exhibit C** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions.)

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

Individual

Date: _____

Date: _____

Business Entity

Weeks Rental Properties, LLC
(Name of Firm)

By: Maryon Weeks

Title: Member Manager

Date: 1/13/2020

TENANT:

Individual

Date: 1-13-20

Date: _____

Business Entity

County of Cumberland
Cumberland County Dept of Social Services
(Name of Firm)

By: Amy H. Cannon

Title: County Manager

Date: 1/10/2020

**ADDENDUM TO COMMERCIAL LEASE AGREEMENT BETWEEN
WEEKS RENTAL PROPERTIES, LLC, AND
CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES FOR
THE PREMISES LOCATED AT 2504 RAEFORD RD., FAYETTEVILLE**

The Parties agree that the terms of above-described commercial lease agreement are modified as follows:

Section 8 is modified by clarifying that the use of the Premises is for a visitation facility and office purposes.

Section 10 is modified by striking out "WAIVER; IMMUNITY" in the Section Heading and all of subsections (b) and (c).

Section 2, Term, is modified by making it subject to termination upon three months' notice given to Landlord by Tenant in the event funds for the visitation program are terminated.

A Certificate of Insurance provided by the Tenant is attached with this Addendum.

Landlord: Weeks Rental Properties, LLC

By



Myron Weeks, Member/Manager

Tenant: ~~Cumberland County Department of Social Services~~ 

By County of Cumberland



~~Brenda Jackson, Director~~
Amy H. Cannon, County Manager 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4250 Congress Street, Ste. 200 Charlotte NC 28209-4615		CONTACT NAME: Carole Hatem PHONE (A/C No. Ext): 984-328-7665 FAX (A/C No.): 984-328-7655 E-MAIL: carolyn.hatem@ajg.com ADDRESS:	
INSURED County of Cumberland P O Box 1829 Fayetteville NC 28302-1829		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
COUNOFC-01		NAIC # 20281	

COVERAGES

CERTIFICATE NUMBER: 2140354896

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		73258957	7/1/2019	7/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Leased-Premises 2504 Raeford Road, Fayetteville, NC 28305-5294.
Weeks Rental Properties LLC is included as additional insured for General Liability

CERTIFICATE HOLDER**CANCELLATION**

Week Rental Properties LLC
501 Edinburgh Dr.
Fayetteville NC 28303-5119

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACT #: 2020250

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

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

Company Name: Grant Murray Property Management, LLC

Elizabeth M. Reed
Authorized Signer

Date 1/13/2020

THIS IS A SIGNATURE PAGE ONLY

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

Approved for Legal Sufficiency:

By: _____

Vicki Evans

VICKI EVANS
County Finance Director

By: _____

Andy J. Moulton

COUNTY ATTORNEY'S OFFICE

Expires: 30 June 2020

~~(X) RENEWABLE~~

~~() NON-RENEWABLE~~

This is not renewable

CONTRACT # 2020250



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 12/1/2021

**SUBJECT: AMENDMENT TO NORTH CAROLINA DEPARTMENT OF
AGRICULTURE - DIVISION OF SOIL & WATER STREAM DEBRIS
REMOVAL GRANT CONTRACT #17-175-4064**

Requested by: AMY H. CANNON, COUNTY MANAGER

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

BACKGROUND

A Hurricane Matthew Stream Debris Removal Grant was awarded to Cumberland County in February 2018 in the amount of \$208,292. In May of 2019, the award amount was increased by \$300,000 to a total of \$508,292 for this particular grant. Along the way, various extensions were requested and approved as stream debris removal projects were undertaken across the county.

The current grant will expire on December 31, 2021 unless otherwise extended (see attached amendment #03-2020). There is no change to the grant award amount.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the amendment to extend the grant and requests this item be moved to the Consent Agenda of the December 20, 2021 Board of Commissioners' Meeting.

ATTACHMENTS:

Description

Type

Amendment to Contract #17-175-4064
Current Grant Amendment Expiring 12/31/21

Backup Material
Backup Material



Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

November 24, 2021

Mr. Mitch Miller
Cumberland Soil & Water Conservation District
301 E. Mountain Dr.
Fayetteville, NC 28306

CONTRACT NUMBER: 17-175-4064
AMENDMENT NUMBER: 04-2022

Dear Mr. Miller:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, it is with great pleasure that I offer to amend your existing agreement for the contract number 17-175-4064. Your project end date is changed December 31, 2022.

Two original amendment packets must be printed, completed, and returned to the NCDA&CS, making sure that the amendments and certain forms have been signed, dated, and witnessed. Signing these documents represents your understanding and acknowledgement that all other terms and conditions of the original contract are still in effect. Please return the two packets to:

Heather Reichert
N.C. Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

One fully executed; original amendment will be returned to you for your records. If you have any questions about your amendment or any of the forms contained in your offer packet, please contact Heather Reichert at (919) 707-3768, or Heather.Reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the Stream Debris Removal Program.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosure
cc: Heather Bruce, Grants Manager



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This form must be returned with your completed contract amendment package.

INSTRUCTIONS: Check the YES boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed (for government entities) or notarized (for non-government entities) copies of the contract amendment with signatures in blue ink. Be sure to include all the other documents specified in your contract amendment package. If ☒ NO has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Cumberland Soil & Water Conservation District

PROJECT TITLE/NAME: Stream Debris Removal Project

CONTRACT #: 17-175-4064 **AMENDMENT #:** 04-2022

Check one Box	DOCUMENT TITLE <i><u>ALL SIGNATURES MUST BE IN BLUE INK</u></i>	DEPARTMENT USE - DOCUMENTS ATTACHED	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Amendment "Check Off List" for Grantee	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Amendment Cover	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment B – Signature Card	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



Departmental Use Only

CENTER: 2975-4786-2017
ACCOUNT: 536502
AMOUNT: \$508,292.00

CENTER: _____
ACCOUNT: 536502
AMOUNT: _____

North Carolina Department of Agriculture and Consumer Services

Division of Soil and Water Conservation

Stream Debris Removal Program

Amendment Number: 04-2022
Contract Number: 17-175-4064

This document amends the Contract bearing the effective date of January 1, 2017, between the North Carolina Department of Agriculture and Consumer Services, hereinafter referred to as the "Agency" and the **Cumberland Soil & Water Conservation District**, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is 56-6000291. The Grantee's DUNS number is 088571690.

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the Contract provisions as outlined below.

- 1. Section II. Effective Period:** The termination date of **December 31, 2021** is changed to **December 31, 2022**.

All other terms and conditions as set forth in the original contract document shall remain in effect for the duration of this amendment.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Amendment.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Amendment in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Cumberland Soil & Water Conservation District

Signature of Authorized Representative

Date

Printed Name

Title**Witness:**

Signature

Date

Printed Name

Title**North Carolina Department of Agriculture and Consumer Services**

Signature of Authorized Representative

Date

N. David Smith, Chief Deputy Commissioner

Printed Name of Authorized Representative

Signature Card



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.

Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	

SECTION II.

Certification:

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract Signature)

Board Chair, Executive Director, etc.	Financial Representative, Treasurer, etc.
Print Name & Title:	Print Name & Title:
Signature:	Signature:

GOVERNMENTAL ENTITIES (Must match Contract Signature)

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title:	Print Name & Title:
Signature:	Signature:



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

June 18, 2020

Mitch Miller
Cumberland Soil & Water Conservation District
301 E. Mountain Dr.
Fayetteville, NC 28306

CONTRACT NUMBER: 17-175-4064
AMENDMENT NUMBER: 03-2020

Dear Mitch Miller,

On behalf of Commissioner Steve Troxler and the NC Department of Agriculture and Consumer Services, please find the enclosed fully executed amendment to your original contract. This amendment revises the ending date of the contract. The scope of work and contract amount remains unchanged.

If you have any questions regarding the amendment, please contact Heather Reichert at 919-707-3768 or by email at Heather.Reichert@ncagr.gov.

I would like to take this opportunity to wish you continued success on your Stream Debris Removal Project.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
cc: Tara Tyson, Grants Manager

RECEIVED

JUN 11 2020

Soil & Water Conservation



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This form must be returned with your completed contract amendment package.

INSTRUCTIONS: Check the YES boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed (for government entities) or notarized (for non-government entities) copies of the contract amendment with signatures in blue ink. Be sure to include all the other documents specified in your contract amendment package. If ☒ NO has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Cumberland Soil & Water Conservation District

PROJECT TITLE/NAME: Stream Debris Removal Project

CONTRACT #: 17-175-4064 AMENDMENT #: 03-2020

Check one Box	DOCUMENT TITLE <i>ALL SIGNATURES MUST BE IN BLUE INK</i>	DEPARTMENT USE - DOCUMENTS ATTACHED	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract Amendment "Check Off List" for Grantee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract Amendment Cover	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachment A - Signature Card	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

6/17/20
HRC

TP
6/18/2020

STATE OF NORTH CAROLINA
COUNTY OF WAKE



Departmental Use Only

CENTER: 2975-4786-2017
ACCOUNT: 536502
AMOUNT: \$508,292.00

CENTER: _____
ACCOUNT: 536502
AMOUNT: _____

North Carolina Department of Agriculture and Consumer Services

Division of Soil and Water Conservation

Stream Debris Removal Program

Amendment Number: 03-2020
Contract Number: 17-175-4064

This document amends the Contract bearing the effective date of January 1, 2017, between the North Carolina Department of Agriculture and Consumer Services, hereinafter referred to as the "Agency" and the **Cumberland Soil & Water Conservation District**, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is 56-6000291. The Grantee's DUNS number is 088571690.

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the Contract provisions as outlined below.

1. Section II. Effective Period: The termination date of **December 31, 2019** is changed to **December 31, 2021**.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Amendment.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Amendment in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Cumberland Soil & Water Conservation District

C. Wayne Collier, Jr.
Signature of Authorized Representative

5-15-2020
Date

C. Wayne Collier, Jr. *Cumberland SWCD Chairman*
Printed Name Title

Witness:

Anna H. Jester

Donna H. Foster 5/15/2020
Signature Date
Donna H Foster Administrative Program officer
Printed Name Title



North Carolina Department of Agriculture and Consumer Services

N. David Smith 6.19.2020
Signature of Authorized Representative Date
N. David Smith, Chief Deputy Commissioner
Printed Name of Authorized Representative

Signature Card



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.

Date:	5/29/2020
Legal Applicant Organization/Agency Name:	County of Cumberland
Federal Tax Identification Number:	56-6000291

SECTION II.

Certification:

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)

Board Chair, Executive Director, etc.	Financial Representative, Treasurer, etc.
Print Name & Title:	Print Name & Title:
Signature:	Signature:

GOVERNMENTAL ENTITIES (Must match Contract signature)

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title: Chairman C. Wayne Collier, Jr Cumberland SUCD	Print Name & Title: VICKI EVANS, FINANCE DIRECTOR
Signature: C. Wayne Collier Jr	Signature: Vicki Evans



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

DATE: 11/30/2021

SUBJECT: AMENDMENT TO FY2022 CIP PROJECTS

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

BACKGROUND

The Engineering and Infrastructure Department is seeking approval to push the first three projects to FY23 and utilize the funds allocated to those projects to fund a more pressing need as referenced below:

Project Description	Current Fiscal Year	Proposed Fiscal Year	Amount
Historic Courthouse Elevator Modernization	FY22	FY23	\$250K
Parking Lot Repair/Resurfacing	FY22	FY23	\$139K (remaining)
Detention Center Window Replacement	FY22	FY23	\$160K
Detention Center Heating Boilers	FY23	FY22	\$300K

Amending the timing of these projects is necessary to perform a complete and appropriate replacement of the existing Detention Center Boilers. Currently, there is \$300,000 budgeted in the CIP (Capital Investment Fund) for the replacement of one of the two heating boilers in the Detention Center. The second boiler, estimated to cost \$300,000, has been identified in the CIP as a FY23 project. After meeting with the design engineer, it was discovered that both of the old boilers share one exhaust vent that protrudes through the roof. According to

the manufacturer, the warranty of the new boiler will be voided if just one of the two boilers is replaced and a new boiler is connected to the existing vent. A new vent hole would have to be put in the roof of the Detention Center if only one boiler is replaced and increases the overall cost of the project.

The Detention Center roof was replaced within the last year and it is highly recommended that the County avoids adding another penetration. It is always a goal to minimize the number of roof penetrations for any roof to reduce the likelihood of a roof leak in the area around the penetration. If both boilers were being replaced at the same time, then the existing exhaust vent could be replaced with an updated vent. This would eliminate the requirement for an additional vent and roof penetration.

In addition, the return pumps for both boilers are currently elevated and are extremely difficult and dangerous to maintain by Facilities Management Staff. The piping can be reconfigured to relocate both return pumps on a concrete pad on the floor if both boilers are being replaced simultaneously. Coincidentally, there is a cost savings in engineering and mobilization costs from the contractor if both boilers can be replaced as one project.

The only time that the boilers can be replaced is during a time in which sensible heating is not required to maintain a comfortable environment in the building. If the project is delayed until FY23 and following the current procurement process and long lead times for equipment; we estimate a start date of early October 2022. This leaves little time to replace the boilers before sensible heating would be required. This would push the project start date to May of 2023. Both boilers are over 20 years-old and it be catastrophic to lose a heating boiler for a facility that operates 24 hours a day and 365 days a year.

The current working estimate for the second boiler replacement is approximately \$357K. Any additional funding sans change orders will be returned to the Capital Investment Fund upon project completion.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of amending FY22 CIP Projects list and this item be placed on the December 20, 2021, Board of Commissioners consent agenda.

ATTACHMENTS:

Description	Type
Wooten Boiler Replacement Estimate	Backup Material

November 8, 2021

Cumberland County Engineering
Jeremy Stefanko
130 Gillespie Street
Fayetteville, NC 28301

RE: Cumberland County Detention Center Boiler Replacement

Mr. Stefanko,

Please see enclosed cost estimate for replacing the boiler at the Cumberland County Detention Center located in Fayetteville, North Carolina. The estimate is based on 2021 RSMeans Cost Data 44th annual edition and current market conditions.

The estimate includes demolition and removal of one of two existing 5000 MBH boilers and the associated primary boiler pump and the installation of a new 5000 MBH condensing boiler and base mounted primary boiler pump.

This is an estimate based on current conditions and could vary based on market conditions at the time of contracting.

Sincerely,

Glenn Bowman

Glenn Bowman, P.E.
The Wooten Company
Building Systems Group

**COST ESTIMATE
BOILER REPLACEMENT
CUMBERLAND COUNTY DETENTION CENTER
CUMBERLAND COUNTY, NORTH CAROLINA
TWC-2877-D**

8-Nov-21

DESCRIPTION	UNIT QTY		MATERIAL UNIT COST	LABOR UNIT COST	TOTAL ITEM COST	TOTAL MATERIAL COST	TOTAL LABOR COST
DEMO BOILER	1	EACH	\$ -	\$ 6,950.00	\$ 6,950	\$ -	\$ 6,950
DEMO PRIMARY BOILER PUMP	1	EACH	\$ -	\$ 2,825.00	\$ 2,825	\$ -	\$ 2,825
DEMO ASSOCIATED PIPING 5"	40	LF	\$ -	\$ 10.85	\$ 434	\$ -	\$ 434
DEMO GAS PIPING 3"	30	LF	\$ -	\$ 5.40	\$ 162	\$ -	\$ 162
DEMO VENT (18-22")	40	LF	\$ -	\$ 23.50	\$ 940	\$ -	\$ 940
DEMO ELECTRICAL	1	EACH	\$ -	\$ 2,800.00	\$ 2,800	\$ -	\$ 2,800
DEMO GENERAL CONDITIONS	1	EACH	\$ -	\$ 4,200.00	\$ 4,200	\$ -	\$ 4,200
INSTALL 5000 MBH BOILER	1	EACH	\$ 112,500.00	\$ 14,900.00	\$ 127,400	\$ 112,500	\$ 14,900
VENT STACK WITH CAP	25	LF	\$ 460.00	\$ 21.50	\$ 12,038	\$ 11,500	\$ 538
BASE MOUNTED PUMP 500gpm	1	EACH	\$ 31,200.00	\$ 10,200.00	\$ 41,400	\$ 31,200	\$ 10,200
SCH40 STEEL PIPE 5"	40	LF	\$ 37.00	\$ 26.50	\$ 2,540	\$ 1,480	\$ 1,060
SCH40 STEEL PIPE 5" ACC	28	EACH	\$ 37.00	\$ 26.50	\$ 1,778	\$ 1,036	\$ 742
SCH40 STEEL PIPE 3"	30	LF	\$ 18.65	\$ 22.50	\$ 1,235	\$ 560	\$ 675
2" PIPE INSULATION PVC JACKET	68	EACH	\$ 26.25	\$ 14.65	\$ 2,781	\$ 1,785	\$ 996
BUILDING CONTROLS INTEGRATION	1	EACH	\$ 1,200.00	\$ 4,000.00	\$ 5,200	\$ 1,200	\$ 4,000
GENERAL CONDITIONS	1	EACH	\$ -	\$ 6,800.00	\$ 6,800	\$ -	\$ 6,800
ELECTRICAL WORK ASSOCIATED	1	EACH	\$ 3,020.00	\$ 160.00	\$ 3,180	\$ 3,020	\$ 3,840

SUBTOTAL	\$	164,281	\$	62,062
7.5% TAX (material)	\$	12,321		
35% OH&P (labor)			\$	21,722

SUBTOTAL	\$	176,602	\$	83,783
15% OH & P	\$	26,490	\$	12,567
22% MARKET CONDITIONS	\$	38,852	\$	18,432

TOTAL ESTIMATED MECHANICAL \$ 356,727



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

DATE: 12/2/2021

SUBJECT: UPDATE ON THE MULTI-PURPOSE EVENT CENTER OWNER'S REPRESENTATIVE REQUEST FOR PROPOSAL PROCESS

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

BACKGROUND

An update will be provided to the Board of Commissioners on the Multi-Purpose Event Center Owner's Representative Request for Proposal Process.

RECOMMENDATION / PROPOSED ACTION

For informational purposes only.



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 12/1/2021

SUBJECT: AUDIT REQUEST FOR PROPOSALS

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

During the winter of fiscal year 2020, finance staff conducted an audit request for proposals (RFP) which resulted in the Board of Commissioners awarding the contract to Elliott Davis PLLC, the County's current audit firm. Elliott Davis PLLC has had an audit contract with the County for two fiscal year audits (FY2020 and FY2021). On December 1, 2021, Elliott Davis PLLC notified the finance director that they will no longer be providing auditing services for governmental clients. As a result, staff feel it is in the County's best interest to conduct an audit RFP. In order to have a firm in place to begin the FY2022 audit in a timely manner, the following timeline has been developed:

Friday, December 10, 2021	Post RFP
Friday, January 14, 2022	Proposals due
Week of January 17, 2022	Review team to conduct reviews in two phases
Week of January 24, 2022	Interview top firms/prepare recommendation
Thursday, February 10, 2022	Agenda Session – present recommendation
Monday, February 21, 2022	BOCC award contract

Within this RFP, staff will be requesting proposers to consider working with local minority auditing firms to provide opportunities for subcontracted audit work. Proposal reviews will first be evaluated based on qualifications and secondly based on cost. The RFP will be posted on the County's website, the state's website and will be emailed to audit firms listed on the LGC website.

RECOMMENDATION / PROPOSED ACTION

No action needed. For information and discussion purposes only.



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

**MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 12/3/2021

SUBJECT: UPDATE ON 2021-2022 GOALS AND OBJECTIVES

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): SALLY SHUTT, ASSISTANT COUNTY MANAGER

BACKGROUND

The attached report provides an update on the Board's adopted 2021-2022 Priorities and Objectives.

RECOMMENDATION / PROPOSED ACTION

For informational purposes only.

ATTACHMENTS:

Description	Type
Report on Priorities and Objectives	Backup Material

Cumberland County 2021-2022 Priorities & Objectives
Status Update
December 9, 2021

Priority	PO #	Priority Objective	Update on Action Steps	Status
Priority 1: Performing Arts Center	1	Complete Market Analysis and Feasibility Study	<ul style="list-style-type: none"> Market Analysis and Financial Feasibility Study completed by external consultant and presented to the public on Sept. 15, 2021 Results delivered to BOC with timeline and next steps outlined 	Completed
	2	Board direction based on results of Market Analysis and Feasibility Study	<ul style="list-style-type: none"> Board accepted study and approved engaging the County's financial advisor, DEC Associates, Inc., to move forward in reviewing project costs, key financial assumptions and financial pro forma in October DEC Associates, Inc., presented updated Crown Complex capital planning model that includes financial components of the proposed multi-purpose event center in November RFP issued for owner's representative 	In progress
Priority	PO #	Priority Objective	Update on Action Steps	Status
Priority 2: Gray's Creek Public Water Access	1	Develop a long-term financially sustainable water system to address GenX contamination in the Gray's Creek District	<ul style="list-style-type: none"> Action pending bulk water agreement and finalized funding 	Pending
	2	Partner with the Public Works Commission (PWC) as the primary water provider	<ul style="list-style-type: none"> Develop bulk water agreement with PWC 	In progress
	3	Identify funding sources for costs of extending water lines	<ul style="list-style-type: none"> Outside legal counsel hired in June 2021 to assist in addressing GENX contamination Pursue Federal and state infrastructure funds 	In progress

Priority	PO #	Priority Objective	Update on Action Steps	Status
Priority 3: Countywide Public Water	1	Explore long-term plan to extend public water throughout the county	<ul style="list-style-type: none"> Legal review of potential use of \$2 million in Local Fiscal Recovery Funds from American Rescue Plan Act for countywide water feasibility study 	In progress
Priority	PO #	Priority Objective	Update on Action Steps	Status
Priority 4: Homelessness	1	Work with homeless consultant, OrgCode, to develop a Three-Year Homelessness Strategic Plan	<ul style="list-style-type: none"> Presented to BOC 	Completed
	2	Phase 1: Assessment of current programs and resources	<ul style="list-style-type: none"> Part of OrgCode study 	Completed
	3	Phase 2: Needs Assessment and Gaps Analysis Report	<ul style="list-style-type: none"> Part of OrgCode study 	Completed
	4	Phase 3: Developing the Three-Year Strategic Plan on Homelessness	<ul style="list-style-type: none"> Presented to BOC Board approved hiring OrgCode to assist with implementation of the strategic plan 	In progress
		Additional actions taken and underway	<ul style="list-style-type: none"> Board allocated \$250,000 of ARP funding for site selection and design services for homeless shelter \$1 million allocated for shelter in state budget Board approved expanding the makeup of the Homeless Advisory Committee and will consider in December 2021 the amended Interlocal Agreement between the City and County to reflect the additions 	In progress
Priority	PO #	Priority Objective	Update on Action Steps	Status
Priority 5: Government Communication	1	Improve internal communication and employee access to information	<ul style="list-style-type: none"> Intranet redesign process started. Design template created and meetings held with key departments for feedback WebEx continues to be deployed to departments Departmental presentations added to BOC meeting agendas and content created Still pending – internal communications survey 	In progress

	2	Improve external communication by updating website design and functionality and providing excellent social media and web content to better inform and engage with residents	<ul style="list-style-type: none"> Redesigned website launched in June 2021 with new domain cumberlandcountync.gov. Library website incorporated under new domain. Public Information Specialist/Social Media Strategist hired in November 2021 In process of updating social media policies, procedures and strategies Still to complete – development of comprehensive communications plans 	<p>Website completed</p> <p>Other steps in progress</p>
	3	Improve and expand digital media production for CCNC-TV and web channels	<ul style="list-style-type: none"> CCNC-TV app deployed for Roku, Apple and Fire TV Live broadcast of three BOC meetings each month Live broadcast of monthly advisory board meetings Content from Cumberland County Schools, Town of Hope Mills, state agencies appearing on CCNC-TV 	In progress
	4	Improve intergovernmental communication and maintain strong relationships with municipal, regional, state and federal officials	<ul style="list-style-type: none"> ARP Committee held a special meeting with Mayors' Coalition to gather feedback on potential projects County departments present regularly to Mayors' coalition Town of Hope Mills and Board of Education meetings air on CCNC-TV Worked with federal lobbyist on letters seeking funding for HR Talent Portal project and H.R. 4601 Commitment to Veteran Support Outreach (CVSO) Act Commissioners participated in Fort Bragg renaming process; County Manager updated Lt. Gen. Kurilla, XVIII Airborne Corps Commanding General, Nov. 2, 2021, on County projects Deputy PIO Director presents County information monthly at Fort Bragg Community Information Exchange 	In progress
	5	Develop, launch and promote web applications to improve citizen and employee engagement	<ul style="list-style-type: none"> EnerGov launched Online payments for Energov in progress with further expansion to be scheduled WebEx Room Kit installations are being finalized with training in progress Public Records Request online submission process in progress with completion expected by January 31, 2022. 	In progress

			<ul style="list-style-type: none"> Promotion of GIS on the new webpage has been completed. Business requirements gathering process has begun for a new County mobile app. 	
Priority	PO #	Priority Objective	Update on Action Steps – provided by Fayetteville Cumberland Economic Development Corporation (FCEDC)	Status
Priority 6: Economic Development	1	Close any remaining service gaps and ensure affordable access to broadband	<ul style="list-style-type: none"> Metronet will light their first connection in December and is working to complete construction of their network Metronet is exploring potential grants for public private partnerships Fayetteville State University is pursuing grants to expand broadband access in the areas surrounding the University 	In progress
	2	Identify and develop infrastructure-served industrial sites to support job creation	<ul style="list-style-type: none"> FCEDC is working with the Mayor's Coalition Five growth corridors have been identified 285 acres of new land are under due diligence and coming to market (Wade, Falcon, & Godwin) PWC, Harnett County, Dunn Water, Cumberland County Engineering, and the associated municipalities are working to develop consolidated mapping and high-level estimates for regional solutions. 	In progress
	3	Expand support for expungement efforts and reentry programs	<ul style="list-style-type: none"> The County, District Attorney's Office and City have two expungement clinic information meetings scheduled for December Fayetteville Technical Community College has been partnering with employers to train and transition reentry program participants Workforce Development Board, City of Fayetteville, and FCEDC are exploring new programing / support concepts FCEDC is working with NCEDA to discuss potential new statewide incentives for employers 	In progress

	4	Connect with key business sectors	<ul style="list-style-type: none"> Joint technology event proposed for January 2022 with the NC Technology Association Major employers (larger than 100) proposed for December/January Proposed project tour of significant expansions / projects – Spring 2022FCEDC working with CEED and SEEN to host Entrepreneurship network event in 2022 	In progress
Priority	PO #	Priority Objective	Update on Action Steps	Status
Priority 7: County Facility Asset Inventory and Audit	1	Perform a Feasibility Study for a General Government Services Building	<ul style="list-style-type: none"> Consultant hired and study underway 	In progress
	2	Perform a Space Utilization Study of All County Facilities	<ul style="list-style-type: none"> JEMB Courthouse, Historic Courthouse, 223 Bradford, Veterans Affairs, 223 Hull Road, 707 Executive Place part of initial master plan study Remaining facilities will be assessed via phased approach through the CIP program 	In progress
	3	Perform an ADA/Accessibility Assessment of All County Facilities	<ul style="list-style-type: none"> Completing Crown Coliseum FY22 Remaining facilities will be assessed via phased approach through the CIP program 	In progress
	4	Identify Life Cycles of All County Facilities and Associated Critical Building Infrastructure	<ul style="list-style-type: none"> Being conducted via phased approach through the CIP program 	In progress
	5	Centralization of Custodial and Facilities Services Across County Departments	<ul style="list-style-type: none"> In planning process for FY23 execution 	Pending



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 11/23/2021

SUBJECT: FINANCIAL REPORT

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

The financial report is included which shows results of the general fund for fiscal year 2022, October year-to-date. Results of fiscal year 2021 will be added upon approval of the audit. Additional detail has been provided on a separate page explaining any percentages that may appear inconsistent with year-to-date budget expectations.

RECOMMENDATION / PROPOSED ACTION

For information and discussion purposes only.

ATTACHMENTS:

Description

Monthly Financial Report

Type

Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY21-22 ADOPTED BUDGET	FY21-22 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF October 31, 2021	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes					
Current Year	\$ 168,721,614	\$ 168,721,614	\$ 25,708,992	15.2% (1)	
Prior Years	828,000	828,000	882,098	106.5%	
Motor Vehicles	22,348,691	22,348,691	6,175,519	27.6% (2)	
Penalties and Interest	578,000	578,000	173,958	30.1%	
Other	894,959	894,959	434,746	48.6%	
Total Ad Valorem Taxes	193,371,264	193,371,264	33,375,313	17.3%	
Other Taxes					
Sales	53,023,227	53,023,227	5,126,998	9.7% (3)	
Real Estate Transfer	1,600,000	1,600,000	987,810	61.7%	
Other	873,000	873,000	107,457	12.3%	
Total Other Taxes	55,496,227	55,496,227	6,222,265	11.2%	
Unrestricted & Restricted Intergovernmental Revenues	65,581,449	68,991,315	8,750,319	12.7% (4)	
Charges for Services	13,422,090	13,422,090	3,081,182	23.0% (5)	
Other Sources (includes Transfers In)	1,184,882	1,324,291	372,490	28.1%	
Lease Land CFVMC	4,313,522	4,313,522	3,766,062	87.3%	
Total Other	5,498,404	5,637,813	4,138,552	73.4%	
Total Revenue	\$ 333,369,434	\$ 336,918,709	\$ 55,567,632	16.5%	
Fund Balance Appropriation	9,159,873	12,187,266	-	0.0%	
Total Funding Sources	\$ 342,529,307	\$ 349,105,975	\$ 55,567,632	15.9%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	YTD ACTUAL				PERCENT OF BUDGET TO DATE	**
	FY21-22 ADOPTED BUDGET	FY21-22 REVISED BUDGET	(unaudited) AS OF October 31, 2021			
Governing Body	\$ 682,250	\$ 682,250	\$ 254,359		37.3%	
Administration	1,992,345	1,992,345	441,165		22.1%	
Public Affairs/Education	916,658	916,658	247,034		26.9%	
Human Resources	1,071,556	1,071,556	215,579		20.1%	
Print, Mail, and Design	780,535	780,535	192,346		24.6%	
Court Facilities	144,920	144,920	58,249		40.2%	
Facilities Maintenance	1,158,465	1,177,712	239,672		20.4%	
Landscaping & Grounds	800,763	800,763	197,934		24.7%	
Carpentry	217,753	217,753	62,296		28.6%	
Facilities Management	1,556,056	1,556,056	438,142		28.2%	
Public Buildings Janitorial	965,301	965,301	276,903		28.7%	
Central Maintenance	675,219	678,830	202,932		29.9%	
Information Services	6,507,246	7,175,248	1,723,090		24.0%	
Board of Elections	1,556,013	1,556,013	223,781		14.4% (1)	
Finance	1,378,438	1,406,949	406,064		28.9%	
Legal	1,087,181	1,087,181	255,189		23.5%	
Register of Deeds	2,616,316	3,157,082	653,431		20.7%	
Tax	6,387,092	6,551,767	1,873,518		28.6%	
General Government Other	4,622,876	4,992,823	1,241,759		24.9%	
Sheriff	58,503,564	59,061,162	13,953,826		23.6%	
Emergency Services	4,190,026	4,237,647	1,324,996		31.3%	
Criminal Justice Pretrial	691,215	691,215	148,770		21.5%	
Youth Diversion	36,687	36,687	9,912		27.0%	
Animal Services	3,509,785	3,833,509	965,862		25.2%	
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,369,155	1,369,155	339,023		24.8%	
Health	25,020,602	28,241,823	6,935,157		24.6%	
Mental Health	5,694,167	5,694,167	2,579,094		45.3%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS			YTD ACTUAL	PERCENT OF BUDGET TO DATE	**
	FY21-22 ADOPTED BUDGET	FY21-22 REVISED BUDGET	(unaudited) AS OF October 31, 2021		
Social Services	64,644,188	64,755,243	14,427,014	22.3%	
Veteran Services	547,167	547,167	146,695	26.8%	
Child Support	5,693,462	5,693,462	1,475,315	25.9%	
Spring Lake Resource Administration	39,074	39,074	7,705	19.7% (2)	
Library	10,495,183	10,835,000	2,914,545	26.9%	
Culture Recreation Other (Some of the Community Funding)	260,569	260,569	48,875	18.8% (3)	
Planning	3,489,338	3,564,370	963,758	27.0%	
Engineering	607,937	610,207	182,700	29.9%	
Cooperative Extension	839,559	839,559	154,977	18.5% (4)	
Location Services	275,533	202,162	49,774	24.6%	
Soil Conservation	2,288,939	2,316,709	46,401	2.0% (5)	
Public Utilities	96,900	96,900	28,176	29.1%	
Economic Physical Development Other	20,000	20,000	20,000	100.0%	
Industrial Park	4,332	4,332	1,736	40.1%	
Economic Incentive	767,447	767,447	28,749	3.7% (6)	
Water and Sewer	250,000	268,570	45,006	16.8% (7)	
Education	98,053,453	98,053,453	32,104,192	32.7%	
Other Uses:					
Transfers Out	20,024,042	20,154,644	5,043	0.0% (8)	
TOTAL	\$ 342,529,307	\$ 349,105,975	\$ 88,110,748	25.2%	

Expenditures by Category			YTD ACTUAL	PERCENT OF BUDGET TO DATE	
	FY20-21 ADOPTED BUDGET	FY20-21 REVISED BUDGET	(unaudited) AS OF October 31, 2021		
Personnel Expenditures	\$ 154,487,473	\$ 154,776,988	\$ 39,677,307	25.6%	
Operating Expenditures	164,954,413	170,693,025	48,287,867	28.3%	
Capital Outlay	3,063,379	3,481,318	140,531	4.0% (9)	
Transfers To Other Funds	20,024,042	20,154,644	5,043	0.0% (8)	
TOTAL	\$ 342,529,307	\$ 349,105,975	\$ 88,110,748	25.2%	

COUNTY OF CUMBERLAND

Fiscal Year 2022 - October Year-to-Date Actuals (Report Run Date: November 23, 2021)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 15.2%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 27.6%** - YTD Actual reflects 3 months of collections.
- (3) **Sales Tax 9.7%** - There is a three month lag. YTD Actual reflects 1 month of collections.
- (4) **Unrestricted/Restricted Intergovernmental 12.7%** - There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 23.0%** - The largest component of charges for services is revenue from the Board of Ed for security at 22% of budget. Only 6% of that revenue has been billed/collected to date.

General Fund Expenditures

**

- (1) **Board of Elections 7.4%** - Municipal election expenses have been budgeted but not yet utilized.
- (2) **Spring Lake Resource Administration 19.7%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (3) **Culture Recreation Other 18.8%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (4) **Cooperative Extension 18.5%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (5) **Soil Conservation 2.0%** - Approximately \$2.1M in USDA Grant funds were budgeted and are unexpended.
- (6) **Economic Incentive 3.7%** - Economic incentives are paid when the company complies.
- (7) **Water and Sewer 16.8%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (8) **Transfers Out 0.0%** - Transfers are often prepared toward the end of the fiscal year.
- (9) **Capital Outlay 4.0%** - Most of these capital items are typically purchased in the second and third quarters of the fiscal year.



RISK MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS COORDINATOR

DATE: 11/23/2021

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 down 5.37% for the month of October as compared to the same month in FY21. To provide some perspective, below is the four-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. Additionally, graphs are provided in the attachment to aid in the analysis. *If this trend continues, a budget ordinance amendment will be needed to appropriate health insurance fund balance in order to cover the cost increase.*

Year to date claims and premium payment through October	\$9,143,787
Less year to date stop loss credits	<u>(\$782,650)</u>
Net year to date claims and premium payment through October	\$8,361,137

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

FY18 \$1,391,318

FY19 \$1,480,898

FY20 \$1,486,066

FY21 \$1,542,395

FY22 \$2,285,947

RECOMMENDATION / PROPOSED ACTION

For information only – no action needed.

ATTACHMENTS:

Description

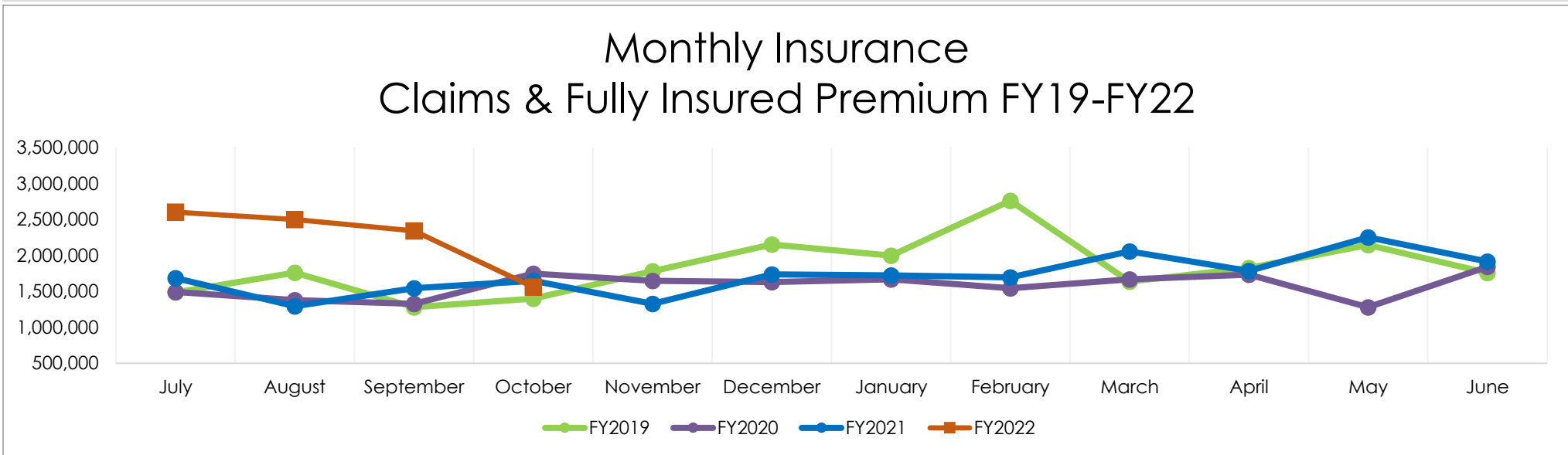
Health Insurance Graphs

Type

Backup Material

Monthly Insurance Claims & Fully Insured Premium FY19-FY22

	July	August	September	October	November	December	January	February	March	April	May	June
FY2019	1,483,915	1,761,551	1,280,164	1,397,963	1,781,364	2,152,974	1,997,367	2,760,113	1,636,484	1,824,738	2,145,129	1,755,606
FY2020	1,490,762	1,379,467	1,326,815	1,747,219	1,645,514	1,629,411	1,666,531	1,542,332	1,667,592	1,731,701	1,279,735	1,841,721
FY2021	1,685,626	1,293,687	1,542,466	1,647,800	1,328,511	1,734,763	1,720,848	1,694,397	2,054,311	1,784,064	2,251,315	1,915,606
FY2022	2,601,697	2,498,518	2,339,584	1,559,265								





ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE DECEMBER 9, 2021
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

DATE: 12/1/2021

SUBJECT: PROJECT UPDATES

Requested by: BOARD OF COMMISSIONERS

**Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

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
Project Updates	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	65% Complete. Roofing material delivered on November 30, 2021 and roof construction will start in mid-December. Will condition air for drywall finishing over the next two weeks. City has completed the majority initial in-wall inspections. Experiencing delay for server room UPS.	3/8/2021	360 days
Spring Lake Family Resource Center, Chiller Replacement	\$197,000.00	Project initiated on November 1, 2021. Start up executed on November 8, 2021. Waiting for punch list items to be completed. Damaged replacement panel is on order and scheduled to arrive end of month December. System is completely operational.	N/A	90 days
DSS Elevators	\$1,000,000.00	Conducted bid-opening on October 4, 2021. Abell Elevator was winning bid of \$710K. Contract for Abell Elevators is with Finance for approval; Contractor working on submittals.	N/A	N/A
Judge Maurice E. Braswell Courthouse Switchgear Replacement	\$470,000.00	Rescheduled from Thanksgiving weekend due to raw materials shortage. Now expected to complete over Christmas Weekend. Conducting additional transformer replacement project with PWC.		
Headquarters Library Parking Lot	\$37,200.00	Contract signed. Survey complete and design process underway. MKR awaiting bore samples from Building & Earth Engineering.	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. Bid closed on October 28, 2021 with one and only winning bid for \$125K. De-scoped flooring from contract. Adjusted proposed contract amount is \$103K.	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. Conducted project kickoff meeting November 29, 2021. Estimated completion date is February 18, 2022.	10/11/2021	270 days
Public Health Camera Replacement and Security System Upgrades	\$202K	65% complete. Contract approved. Conducted kickoff meeting on October 7, 2021. Construction started on November 1, 2021. Estimated completion date is December 10, 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, 2022.	10/11/2021	270 days
Judge Maurice E. Braswell Courthouse Bathroom Updates	Pending	Finalized scope July 23, 2021. Put out for bid on August 13, 2021. Intent is to do LL bathroom first. Working contract. Estimated start date is mid- January 2022.	N/A	N/A
DSS roof replacement	\$1.5M	Moisture testing completed; Design in progress; Prebid held November 30, 2021	N/A	N/A
Judge Maurice E. Braswell Courthouse roof replacement	\$400K	Moisture testing completed; Design in progress; Prebid held November 30, 2021	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 DECEMBER 9, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 11/30/2021

**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 (NCORR), is implementing a Multifamily Rental Housing activity funded through the Community Development Block Grant Disaster Recovery Program. The attached report is an update on the status of the activity (Robin's Meadow Permanent Supportive Housing) undertaken by Cumberland County.

RECOMMENDATION / PROPOSED ACTION

No action is needed. This item is provided for informational purposes only.

ATTACHMENTS:

Description	Type
Cumberland County Disaster Recovery Programs Update	Backup Material

CUMBERLAND COUNTY DISASTER RECOVERY PROGRAMS UPDATE
FOR THE DECEMBER 9, 2021
BOARD OF COMMISSIONERS' AGENDA SESSION

Status as of November 30, 2021

Milestones/Activities (beginning with the most recent activity):

- NCORR will be amending the current Subrecipient Agreement to extend the project deadline.
- The plan was to issue an Invitation for Bid (IFB) by the end of December 2021. However, the latest Producer Price Index of Building Materials and Supplies is still showing very little improvement;
- 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); and Tracey Colores
- Cumberland County:
 - Sylvia McLean, P.T. Community Development (CD) Consultant