
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 564
JANUARY 13, 2022
1:00 PM

INVOCATION- Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
 - A. December 9, 2021 Agenda Session Regular Meeting Minutes
3. PRESENTATIONS
 - A. Civil War History and Reconstruction Center
4. CONSIDERATION OF AGENDA ITEMS
 - A. Request for Proposal (RFP) Results for Cumberland County Multi-Purpose Event Center
 - B. Formal Bid Award for Judge E. Maurice Braswell Courthouse and DSS Roof Replacement
 - C. Digital Logging Recorder Contract with Carolina Recording Systems
 - D. Request from the Cumberland County Sheriff's Office to Donate Certain Equipment to the Rocky Mount Police Department
 - E. Amendment to the Financial Policies, Policy No. 3-1
 - F. FY2022-2023 Federal Legislative Action Plan
 - G. Incentives Agreement for E-N-G Mobile Systems, LLC (Project Lifesaver)
5. OTHER ITEMS
 - A. Update on Hope Mills Planning Services
 - B. Update on Renovation of 500 Executive Place
 - C. ARP Update
6. MONTHLY REPORTS
 - A. Financial Report
 - B. Health Insurance Update

C. Community Development Update

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

E. Project Updates

7. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

February 10, 2022 (Thursday) 1:00 PM

March 10, 2022 (Thursday) 1:00 PM



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY COUNTY, COUNTY MANAGER

DATE: 1/7/2022

SUBJECT: CIVIL WAR HISTORY AND RECONSTRUCTION CENTER

Requested by: COMMISSIONER CHARLES EVANS

Presenter(s):

BACKGROUND

Commissioner Evans requested an update on the status of the Civil War History and Reconstruction Center. Mr. Mac Healy, a member of the committee will provide an update.

RECOMMENDATION / PROPOSED ACTION

For information only.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

DATE: 1/6/2022

SUBJECT: REQUEST FOR PROPOSAL (RFP) RESULTS FOR CUMBERLAND COUNTY MULTI-PURPOSE EVENT CENTER

Requested by: AMY CANNON, COUNTY MANAGER

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

BACKGROUND

At the request of the Board of Commissioners', staff solicited a Request for Proposal for the Cumberland County Multi-Purpose Event Center on November 5, 2021. The period for questions and answers closed on November 12, 2021, and written responses to the questions were provided to all vendors. All submissions were due to the County by 5:00 p.m., December 3, 2021. We received three responses to the RFP from MBP Carolinas, Inc., Legends Project Development, and Violet Crown Management, LLC.

An internal committee was established that included Management, Engineering and Finance. In addition, Trent Merritt and Seth Benalt with Spectra Venue Management participated in the entire process with the committee as industry experts and advisors.

During the week of December 6, 2021, the committee evaluated, scored proposals and ranked the firms accordingly. On December 16 -17 2021, the committee conducted in-person interviews with all three firms. The committee met on December 20, 2021 and narrowed the search to two firms, MBP Carolinas, Inc. and Legends Project Development. Second interviews were conducted virtually on December 23, 2021.

On January 5, 2022, the committee further evaluated and scored the final two firms based upon the second

interviews and follow-up questions. MBP Carolinas, Inc. received a score of 407 out of a possible 500 points with Legends Project Development receiving a score of 371.

The following criteria was utilized to evaluate each firm:

- Understanding of the project and proposed strategies.
- Cost effectiveness of the proposed fee structure and ability of the firm to maximize use of funds allocated for the project.
- Qualifications of personnel, approach to deliverables, and quality of recommendations.
- Relevant experience in undertaking projects of similar scope, complexity, importance and value, and lessons learned to be applied to this project.
- Presentation and Interview.
- Quality and clarity of proposal.

Based upon the multiple levels of review and consideration, the committee is recommending MBP Carolinas, Inc. to serve as the Owner's Representative for development of the county's multipurpose facility. Representatives of MBP Carolinas, Inc. will be attending the January 13, 2021 Agenda Session for a presentation to the Board.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following recommendations be forwarded to the January 18, 2022 Board of Commissioner's Meeting as a Consent Agenda Item:

Accept the selection of MBP Carolinas, Incorporated, the Owner's Representative for the Cumberland County Multi-Purpose Event Center.

Authorize the Committee to negotiate a contract with MBP Carolinas, Inc. and once approved by Legal, the contract will be presented to the Board of Commissioners for review and approval.

ATTACHMENTS:

Description	Type
Cumberland County Multi-Purpose Event Center RFP with Evaluation Criteria	Backup Material

Request for Proposal
Project Management/Owner's Representative Services
For: Cumberland County Multi-Purpose Event Center
Fayetteville, North Carolina

1.0 Introduction:

Cumberland County is soliciting a Request for Proposal ("RFP") from interested persons or organizations ("Applicant") qualified as an Owner's Representative Project Manager ("Owner's Rep") for the performance of daily coordination, schedule review, and project oversight duties and services ("Project") for the Cumberland County Multi-Purpose Event Center. The Applicant, acting as the prime, is responsible for providing all the necessary information to fulfill the requirements of this solicitation.

The Applicant shall select and organize a team appropriate for the Scope of Work for the Project.

The Applicant must and their team must clearly demonstrate their ability and expertise to provide required services, staffing, and resources to complete the Project.

2.0 Project Data:

General:

The Project:	Cumberland County Multi-Purpose Event Center
The Owner:	Cumberland County
Location:	Fayetteville, North Carolina

Building Data:

The proposed Multi-Purpose Event Center will need to host a variety of ticketed events including concerts, comedy shows, family shows, touring theater / Broadway performances and other local and regional performances. The proposed Multi-Purpose Event Center is estimated to cost approximately \$80 million and will be constructed as a quality, state-of-the-art venue with the necessary acoustics, stage configuration, rigging capacities and back-of-house space to accommodate the needs of various users.

A feasibility study and market analysis has been completed and is available as Addendum A.

Schedule:

The owner's goal is to have a facility that is complete and open for business by October 1, 2025.

3.0 Scope of Work

The Owner's Representative's duties may include, but shall not be limited to, regular communication and updates with owner, management, project committees, civic organizations and Board of Commissioners, site selection, analysis and site procurement process, assistance with securing contractor, architect and various sub-contractors as described below, attending progress meetings, helping creating and evaluating adherence to the project schedule, management of project accounting, coordinating the procurement of owner furnished equipment and materials, quality assurance oversight, reviewing pay applications and management of the negotiation of change requests and change orders. The following activities are representative of the types of services that will be provided by the Owner's Representative:

3.1 Design Phase Services

- 3.1.1 Project Manager shall evaluate the Project budget as it relates to the current construction estimates, expenditures to date, and the contracts with the various Project entities. Budget update recommendations will be made to the Owner. Project Manager will refine the Master Budget for the overall Project and for each element of the Project. The Master Budget will incorporate the Owner's major goals and financial constraints for the Project and will include (a) the proposed Project design budget for each element of the Project; (b) the proposed Master Budget; and (c) other soft costs budget.
- 3.1.2 Project Manager will assist with the engagement of design professionals and other consultants as necessary for but not limited to architectural, structural, mechanical, electrical, and civil. Oversee any Request for Proposals as requested by Owner by assisting in scope development and managing the solicitation, interview and selection process. Project Manager shall also proactively identify and communicate any 'gaps in coverage' in terms of scope of work or deliverables based on the Master Budget and Project/Development Schedule.
- 3.1.3 Project Manager will evaluate and provide recommendations to the Owner regarding key personnel with the Architect and Construction Manager who are scheduled to work on the Project. Project Manager will also provide recommendations to the Owner for any substitutions in the key personnel of the Architect and Construction Manager. Project Manager will monitor the retention of any additional consultants to be retained by the Architect and monitor the coordination of consultants and vendors in such areas as telecommunications, data management, materials handling, furniture, furnishings, and equipment (FF&E), food service, artwork, graphics, signage, audio-visual, lighting, and landscaping.
- 3.1.4 Project Manager will prepare and update the Development Schedule and Master Budget on a regular basis, in a form as agreed upon, to show current conditions and revisions based on actual conditions. If forecasts project any adverse impacts on the critical path or budget, Project Manager will develop solutions, mitigation, and/or propose alternatives to the Project Team, subject to approval by the Owner.
- 3.1.5 Project Manager will attend and fully participate in regular meetings with the Project Team during the completion of design documents, plus advise on selection of materials, building systems and equipment. Throughout the Project, Project Manager will monitor the progress of the design through approval and issuance of bid documents and final Contract Documents. Project Manager will

evaluate and provide to the Owner, recommendations regarding constructability and bid-related issues, coordination issues, costs, and consider alternatives to minimize costs, changes, and claims that may come to light. Project Manager will also assist the Architect in reviewing and providing recommendations on whether to reject/approve all mock-ups submitted by the construction Manager.

- 3.1.6 Project Manager will review and provide recommendations to the Owner regarding the Architect's, cost consultant and/or Construction Manager's estimates. If any estimate by the team results in projected costs that are not within the Master Budget, or are not otherwise acceptable to the Owner, Project Manager will review and manage the team to provide corrective recommendations to the Owner and the Architect.
- 3.1.7 Project Manager will evaluate the Project Schedules, recommend duration and logic changes to reflect Project status. Recommendations will be made to advise on strategies to save time and costs as it relates to schedule and the adjustments in design. The Project Schedules will include dates for Project reviews, meetings, decision deadlines, design reviews and cost reviews.
- 3.1.8 Project Manager will review the design program to ascertain the requirements of the Project and take such measures as are necessary, appropriate and reasonable to elicit and arrive at a mutual understanding of such requirements with the Owner. Project Manager will assist in the communication to the Project stakeholders, facilitate discussions and decisions and work on the Owner's behalf, should there be any disputes with consultants, vendors, or contractors.
- 3.1.9 Project Manager will coordinate the efforts of all consultants in producing documentation of the design and construction details.
- 3.1.10 Project Manager will provide recommendations and advice concerning design alternatives for consideration by the Owner and the Architect.
- 3.1.11 Project Manager will consult on procurement strategies for the construction of the capital program. Advise on the pros and cons with various procurement methods for construction delivery. Assist in representing the Owner in negotiation of construction agreements of any Owner selected project delivery agreement method.
- 3.1.12 If during this phase, a Construction Manager is selected, Project Manager will review and advise the Owner regarding the Construction Manager's recommendations pertaining to construction phasing, and feasibility of construction methods.
- 3.1.13 Project Manager will review Construction Manager's schedule for purchase of materials and equipment requiring long lead-time procurement. Such procurement will be consistent with the Development Schedule and the Architect's preparation of the Contract Documents.
- 3.1.14 Project Manager will review the recommendations and information provided by the Construction Manager regarding the assignment of responsibilities for temporary facilities and equipment, materials, and services for common use of facilities. Project Manager will also review the Construction Manager's recommendations regarding the phasing and sequencing of the Project, bid packaging and the phased issuance of the Design Documents to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities. Given the current economic challenges with some labor and materials, Project Manager shall provide recommended timelines and best practices to properly manage costs and timelines for deliverables.

- 3.1.15 Design consultants will ensure that all necessary permits and other governmental approvals, consents, authorizations, licenses, or other legal requirements, required permits and inspections that may be required by any Governmental Authority, have, or will be obtained. Project Manager representative will support the team in coordination of such permits and approvals with the Project Team.
- 3.1.16 Design consultants will be responsible for the management of the acquisition of all necessary entitlements and approvals, such as, local planning commission, local building department, city or county council, historical preservation commission, local fire department, local utilities, traffic/ transportation department, other state agencies, Corps of Engineers, Environmental Protection Agency, other federal agencies, lenders, soil conservation department, and any state, federal or local building requirements.
- 3.1.17 Project Manager design phase will include the following: (a) assisting the Owner in selecting, retaining and coordinating the professional services of testing laboratories required for the Project; (b) reviewing and providing recommendations to the Owner regarding the value engineering program conducted by the design team, cost consultant and/or Construction Manager; (c) if applicable assist in negotiation of a Guaranteed Maximum Price proposed by the Construction Manager and (d) assistance to the Owner with respect to Construction Manager's bidding schedule and proposed list of qualified subcontractors for the Project.
- 3.1.18 Upon the request of the Owner, Project Manager will participate in any public and/or legislative meetings or workshops. Following any such meeting, Project Manager will update the Owner on the discussion points, outcomes, key decisions made, and proposed/ required next steps to be taken.

3.2 Construction Phase Services

- 3.2.1 Project Manager will provide administrative and monitoring services with respect to the services of the Architect and Construction Manager, to efficiently complete the Project in accordance with the Contract Documents. Project Manager will be the principal point of contact for the Project with Governmental Authorities and utility companies that may be involved in the Project.
- 3.2.2 Project Manager will review the Construction Manager's detailed Development Schedule, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings, samples and submittals and delivery of materials requiring long lead-time procurement. Project Manager will monitor the performance of the Construction Manager to assure the Construction Manager is fulfilling all other scheduling and reporting requirements under the Construction Management Agreement.
- 3.2.3 Project Manager will analyze a site utilization plan submitted by the Construction Manager that will include all temporary trailers and determine the impact to traffic and security. Verify the obtaining of all appropriate or necessary building permits, variances, and special permits for improvements. Verify all applicable fees and assessments have been paid.
- 3.2.4 Project Manager will attend construction progress meetings with the Construction Manager and subcontractors to discuss such matters as schedule, procedures, progress, problems, and scheduling. Project Manager will provide notice of such meetings to the Owner so that the Owner may attend such meetings. Project Manager will review and distribute comments as necessary to

the Owner of the minutes provided by the Architect and/or Construction Manager of such meetings.

- 3.2.5 If requested and required, Project Manager will analyze and approve the Project documentation system established by the Construction Manager to make certain that it is capable of recording, storing, and retaining information pertaining to all technical, financial, and administrative aspects of the Project. Project Manager will monitor the Construction Manager's record keeping responsibilities to make certain they follow the Project documentation system.
- 3.2.6 Project Manager will review and provide recommendations to the Architect and Construction Manager regarding the establishment, coordination, and implementation of written procedures for expediting the processing of all requests for information, shop drawings, product data, samples, and submittals. Project Manager will review the Construction Manager's and Architect's proposed systems for the timely and prompt processing and control of requests and submittals by the Project team and subcontractors.
- 3.2.7 Project Manager will monitor the processing of field orders, evaluate change order proposals, assist with change order negotiations, and make recommendations for change order approval or denial. Identify any long lead items and determine a plan to insure a timely delivery.
- 3.2.8 As appropriate, Project Manager may recommend special inspections, testing and studies, or make recommendations to the Owner, Architect and Construction Manager regarding special inspections, testing or studies, of work identified by the stakeholders that are not in accordance with the Contract Documents.
- 3.2.9 Project Manager will review and make recommendations with respect to payment applications and invoices from the Construction Manager and Architect.
- 3.2.10 Project Manager will document and monitor all payments as a record of the Project and apply to our cash flow projections and final Project costs which will be updated and presented to the Owner on a regular basis.
- 3.2.11 Project Manager will review and make recommendations with respect to the punch list. Following the issuance of a Certificate of Substantial Completion of the work, or a designated portion thereof, Project Manager will assist the Construction Manager and the Owner in evaluating final completion of the work. Project Manager will review the Construction Manager's written reports regarding final inspections.
- 3.2.12 Project Manager will assist in the coordination of any required commissioning services including the solicitation, selection, and award of any specialized consulting services and field commissioning services.
- 3.2.13 Up to the end of the contract Term, Project Manager will monitor the Construction Manager's compliance with its obligations regarding the management, scheduling and coordination of the prompt delivery of all warranties and guaranties required by the Contract Documents. Project Manager will review, comment, and offer recommendations for all close-out related construction issues, and will assist in monitoring vital building systems such as HVAC, vertical transportation, electrical, plumbing, security, and audio/visual. Project Manager will monitor and ensure delivery to the Owner of all manufacture and subcontractor warranties for the Project. Project Manager will participate and assist the Owner in staff training, move-in, start-up and final Project close-out.
- 3.2.14 Subject to the safety requirements of the Construction Manager, or as otherwise required for the Project, Project Manager will facilitate the Owner's conducting of Project tours during construction of the Project.

- 3.2.15 Project Manager will assist the Owner in the procurement, delivery and installation of all owner-direct furniture, fixtures, and equipment systems and components.

3.3 Post Construction Services

- 3.3.1 Reconcile schedule for punch list items, final inspections, and Owner move-in and start up.
- 3.3.2 Review close-out documents for compliance with and reconcile against the Project master schedule.
- 3.3.3 When requested or authorized; consult, advise, and assist Owner with special and or/additional services beyond the scope of Project Manager Services

3.4 Additional Support Services

- 3.4.1 Project Estimation for total project costs
- 3.4.2 Full FF&E Coordination Services

4.0 Request for Proposal Submission

- 4.1 General Project Team Information: Include in your firm's qualifications statement, the following information about your firm and all key project team members:

- 4.1.1 Cover letter: Cover letter must include: (a) name, title, address, and phone number of the principle contact person, and name, address, phone number of any location where the Project's assigned personnel are based.
- 4.1.2 Company Overview: Include a general company overview of each key member of the Project team including location, size, years in business, and years key Project team member has been with the company.
- 4.1.3 Insurance Certificate: Certificate of insurance evidencing the firm's current limits of liability for commercial general liability, business automobile liability and professional liability insurance.
- 4.1.4

- 4.2 Project Specific Information: Include the following information relevant to the Scope of Work for your firm and any key project team members that will provide any portion of the Scope of Work:

- 4.2.1 Experience: Describe any relevant experience of your firm and separately, the key personnel for large scale projects similar in scope to Cumberland County Multi-Purpose Event Center. Include in this information the following:
- 4.2.2 Project Description: Project name, location, completion date (or projected), total construction value, brief description of project and the firm's role.
- 4.2.3 Project Team: Identify your team members and joint venture partners (if any) who were assigned to the project and the roles and duties they performed.
- 4.2.4 Client: Provide the client's name and contact information. Include the name, title and telephone number of the client contact most familiar with your services on the project. If they are no longer with original client, indicate organization of reference.
- 4.2.5 Project Team: Provide a list of the primary project team contact information for example the Design Architect, Architect of Record and Construction Manager.
- 4.2.6 Project Schedule: If applicable provide relevant dates.

- 4.3 Project Team and Organization: Provide resumes for the proposed project team, including the proposed project manager and any other proposed key staff. Each resume should include at least one paragraph description of the duties and responsibilities of the individual's proposed

project role. List the prior experience of such key personnel on similar projects. Include any registrations, licenses, or professional certifications of the staff if applicable.

4.4 Management Systems: Describe the record keeping, reporting, monitoring and other information management systems that your firm would propose to use for the Project. Describe the scheduling and cost control systems that your firm would propose to use for the Project.

4.5 Fee Proposal: Outline fee structure and description of the basis of fees. Provide calculation of fees and the assumptions that it is based.

4.5.1 Provide basis of Fee (percent of construction, lump sum services, hourly basis, etc.)

4.5.2 Provide list of disciplines with corresponding rate structure i.e.

Project Executive

Project Manager

Assistant Project Manager

Accounting

Administrative

Technical

5.0 Interviews and Selection

5.1 Review Criteria: The Selection Committee shall verify evaluate and rank the RFP Submittals in accordance with the weighted criteria below:

No.	Evaluation Criteria	Weight
1	Understanding of the project and proposed strategies.	20
2	Cost effectiveness and affordability of the proposed fee structure and ability of the firm to maximize use of funds allocated for the project.	10
3	Qualifications of personnel, approach to deliverables, and quality of recommendations.	20
4	Relevant experience in undertaking projects of similar scope, complexity, importance and value, and lessons learned to be applied to this project.	20
5	Presentation and Interview.	20
6	Quality and clarity of proposal.	10
	Final Criteria Ratings (out of a total of 100 points)	

In making an RFP submittal for this solicitation, the Applicant acknowledges and understands that the evaluation and ranking of the submission by the Panel is inherently subjective and Applicant agrees that the evaluation and ranking by the Panel is within the sole discretion of the Panel.

5.2 Short List: Following the deadline for receiving proposals, Cumberland County will review the proposals and develop a short list of firms to be interviewed.

5.3 Interview: Those firms that are invited to interview will be expected to have key personnel available for presentation and interview at a future date to be set by the County. Representatives from County Management and Staff will be in attendance for the interviews.

Following the interviews, the County anticipates recommending a selected firm to the Board of Commissioners at the next regularly scheduled Agenda Session meeting.

5.4 Negotiation: Following the selection of a firm, the County will engage the firm for review of the proposed contract to evaluate project scope and cost. The Board of Commissioners will review the contract recommendation made by County Management and Staff at their next regularly scheduled Agenda Session meeting. In the event the top selected firm and the Owner are unable to come to agreement on the final negotiated fee and terms of contract, the owner may go to the next highest ranked firm.

5.5 Selection: Following completion of the evaluation process, the Selection Committee will select finalists for interviews. The Project Manager will notify all Applicants of the evaluation results and schedule interviews for final award of this solicitation.

5.6 Selection Schedule **(Cumberland County has the flexibility to amend the timeline as it sees fit and will communicate any changes to all interested parties in writing):**

5.6.1 RFP Issued, November 5, 2021

5.6.2 Due date for all questions 5:00pm EST, November 12, 2021

5.6.3 Submissions Due 5:00pm EST, December 3, 2021 – ELECTRONIC and 5 x HARD COPY

5.6.4 Interviews to be held the week of December 13, 2021

5.6.5 Date for Notification of Selection week of January 3, 2022

6.0 Instructions for Submissions

6.1 Submission: (Digital and Physical copies x 5, to:
Mr. Jermaine Walker, County Engineer
Cumberland County Engineering Department
130 Gillespie Street, Suite 214
Fayetteville, NC 28301

6.2 Questions/Inquiries (Point of Contact): Mr. Jermaine Walker, jwalker@co.cumberland.nc.us

6.3 Communications: Please conduct all correspondence by email.

6.4 **Addenda: This RFP shall be modified only by a written addendum issued by the Owner. It is the responsibility of the proposers to verify that they have received and incorporated into their responses, all changes due to addenda issued to this RFP.**

6.5 Proposer Costs: Owner assumes no responsibility for costs incurred in the preparation, presentation, or submission of the qualification statements.

6.6 Insurance Requirements (List of the coverage and limits required if limits need to be dictated. Not Used if just evidence in section 4.1.3 is acceptable)

6.7 **Reserved for additional instructions**



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

DATE: 1/6/2022

SUBJECT: FORMAL BID AWARD FOR JUDGE E. MAURICE BRASWELL COURTHOUSE AND DSS ROOF REPLACEMENT

Requested by: AMY CANNON, COUNTY MANAGER

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

BACKGROUND

On January 4, 2022, the Department of Engineering and Infrastructure conducted a bid-opening for the Department of Social Services and Judge E. Maurice Braswell Courthouse Roof Membrane Re-covering. The projects were consolidated to give the County leverage and reduce costs. The lowest responsive and responsible bid was Owens Roofing, Incorporated, at \$1,717,274.00. The validity, limitation, and classification of the apparent low bidder's NC general contractors license have been verified with the NC Licensing Board for General Contractors.

Both projects were approved for funding as Fiscal Year 22 capital improvement projects at \$1.9M.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following actions be moved to the January 18, 2022 Board of Commissioner's Meeting as a Consent Agenda Item:

Approval of bid award for Department of Social Services and Judge E. Maurice Braswell Courthouse Roof Membrane Re-Covers to Owens Roofing, Incorporated, based on the best overall value standard of award.

Authorize the County Manager to approve change orders.

ATTACHMENTS:

Description

Type

Project Bid Addendum

Backup Material

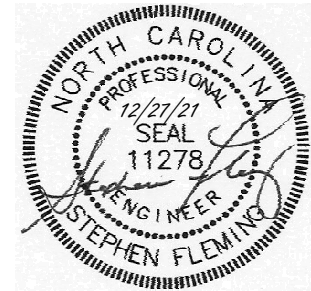
Project Bid Award Letter

Backup Material

SECTION 009113 - ADDENDA

1.1 PROJECT INFORMATION

- A. Project Name: Department of Social Services and Judge E. Maurice Braswell Courthouse Roof Membrane Re-Covers.
- B. Owner: Cumberland County.
- C. Engineer: Fleming & Associates, PA.
- D. Engineer Project Number: 21-67.
- E. Date of Addendum: December 27, 2021.
- F. Addendum Number: 01



1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is unchanged by this Addendum, at same time and location.

1.3 ATTACHMENTS

- A. This Addendum includes the attached sketches:
 - 1. Sketch SK1, dated December 27, 2021.
 - 2. Sketch SK2, dated December 27, 2021.
 - 3. Sketch SK3, dated December 27, 2021.

1.4 REVISIONS TO DIVISIONS 02 - 49 SPECIFICATION SECTIONS

- A. Specification Section 075216 "Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing", (not reissued).
 - 1. Paragraph 2.2 A 1 b: Revise paragraph and subparagraphs to read:
 - a. Siplast (SBS)
 - 1) Cover board: 0.25 inch primed gypsum cover board meeting ASTM C1177 adhered with low-rise urethane adhesive.

- 2) Base ply: Paradiene 20 TG (torch applied).
- 3) Cap ply: Pardiene 30 FR TG (torch applied).

B. Specification Section 075419-DSS “Polyvinyl-Chloride (PVC) Roofing”, (not reissued).

1. Paragraph 2.2 A 4: Add the following to become subparagraph c:
 - a. Sarnafil S327-80 Feltback EnergySmart.

C. Specification Section 075419-JEMBCH “Polyvinyl-Chloride (PVC) Roofing”, (not reissued).

1. Paragraph 2.2 A 3: Add the following to become subparagraph c:
 - a. Sarnafil G410-80 Feltback EnergySmart.

1.5 REVISIONS TO DRAWING SHEETS

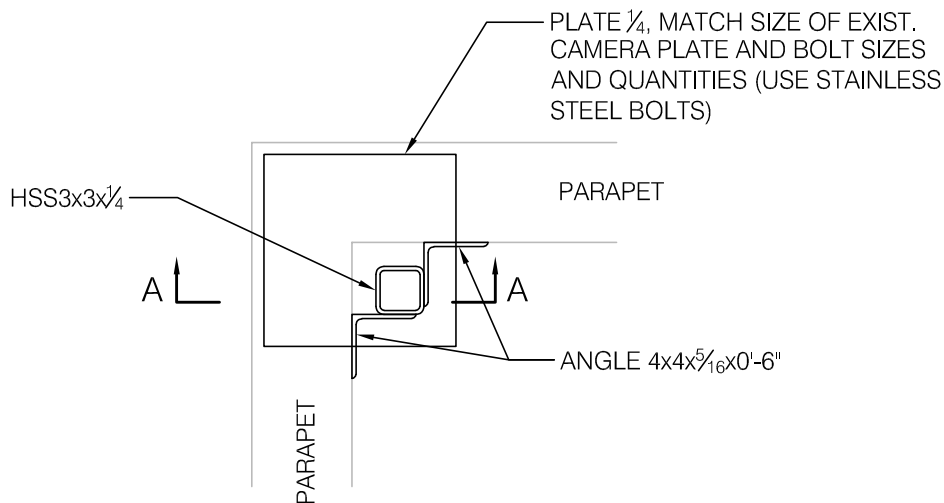
A. Sheet R2.1 – JEMB Courthouse Details (not reissued).

1. Detail 1/R2.1: Prime all substrates to receive self-adhering sheet air barrier.
2. Detail 2/R2.1: Increase length of interior vertical leg of parapet cap to 6 inches to allow for attachment of conduit.

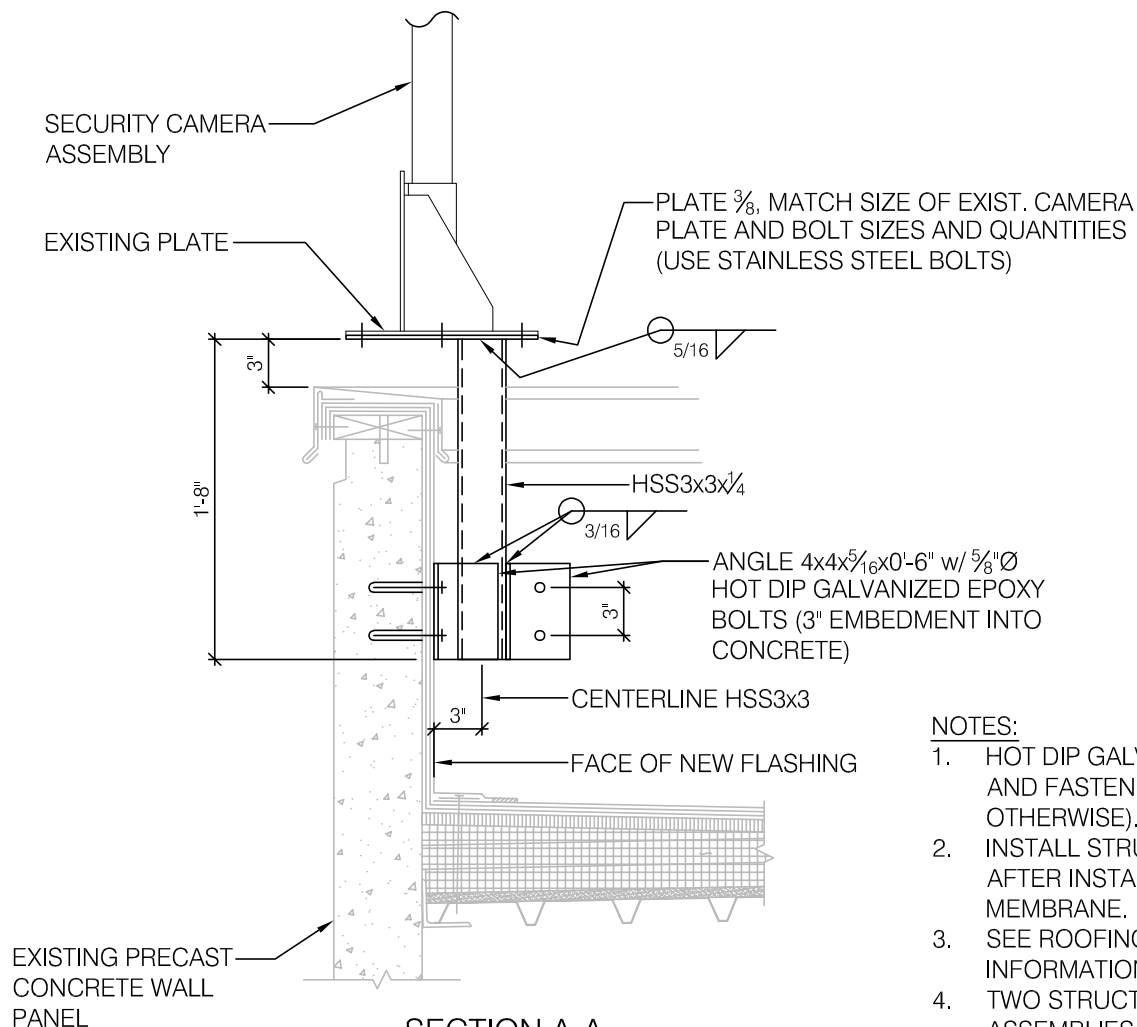
1.6 ADDITIONAL INFORMATION

- A. Several manufacturers and systems are specified. Bidders will need to include membrane manufacturer’s requirements for flashings, coverboard, etc. in their bids, even if the requirements are not specifically indicated in the contract documents.
- B. The contractor will need to obtain passes at the guard stations at both buildings to enable access to the roofs through the building for personnel.
- C. The contractor will need to coordinate daily with Cumberland County and security system personnel regarding the removal and reinstallation of conduit, cameras, and other security system equipment on the parapet.

END OF DOCUMENT 009113



PLAN



SECTION A-A

NOTES:

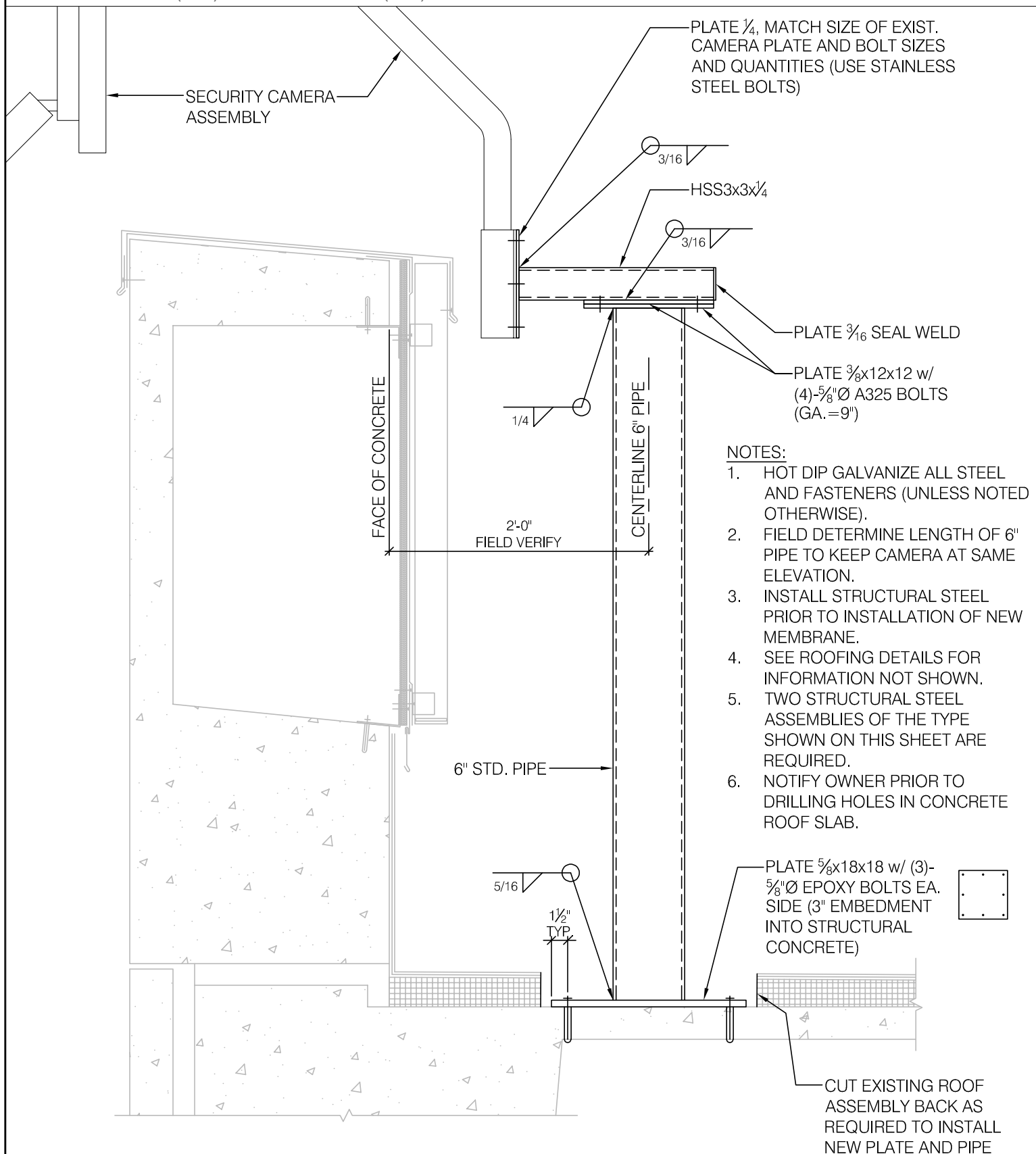
1. HOT DIP GALVANIZE ALL STEEL AND FASTENERS (UNLESS NOTED OTHERWISE).
2. INSTALL STRUCTURAL STEEL AFTER INSTALLATION OF NEW MEMBRANE.
3. SEE ROOFING DETAILS FOR INFORMATION NOT SHOWN.
4. TWO STRUCTURAL STEEL ASSEMBLIES OF THE TYPE SHOWN ON THIS SHEET ARE REQUIRED.

DETAIL AT PARAPET AT CAMERA MOUNT (DSS)

1" = 1'-0"

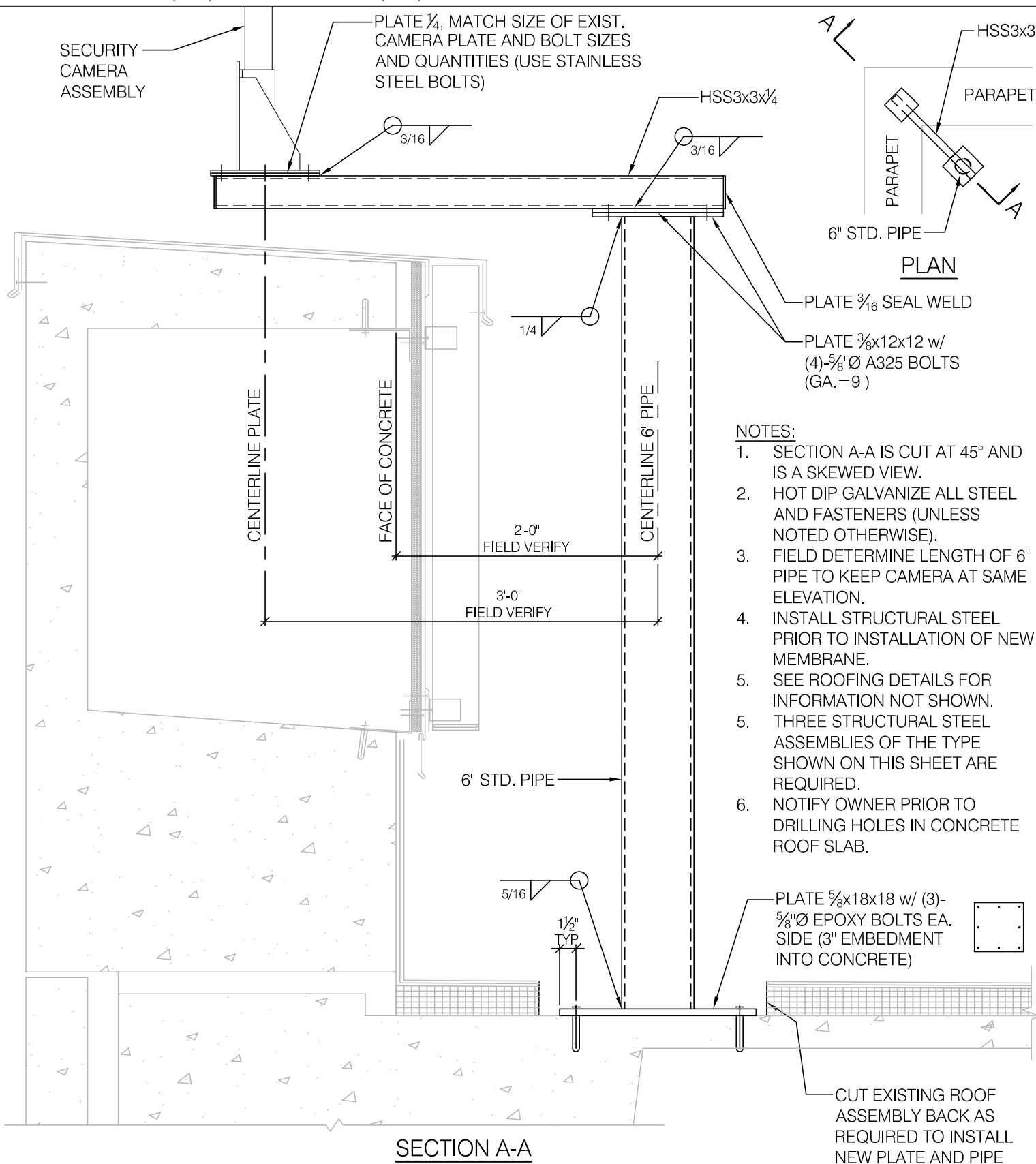
1

SK1



NOTES:

1. HOT DIP GALVANIZE ALL STEEL AND FASTENERS (UNLESS NOTED OTHERWISE).
2. FIELD DETERMINE LENGTH OF 6" PIPE TO KEEP CAMERA AT SAME ELEVATION.
3. INSTALL STRUCTURAL STEEL PRIOR TO INSTALLATION OF NEW MEMBRANE.
4. SEE ROOFING DETAILS FOR INFORMATION NOT SHOWN.
5. TWO STRUCTURAL STEEL ASSEMBLIES OF THE TYPE SHOWN ON THIS SHEET ARE REQUIRED.
6. NOTIFY OWNER PRIOR TO DRILLING HOLES IN CONCRETE ROOF SLAB.



DETAIL AT PARAPET AT CAMERA MOUNT (JEMB COURTHOUSE)

$$1'' = 1' - 0''$$

1

SK3



FLEMING & ASSOCIATES, PA
STRUCTURAL ENGINEERING • FORENSICS • ROOFING DESIGN

Principals: Stephen Fleming, PE, RBEC ■ J. Ben Rogers, PE ■ Sarah Duncan, PE ■ John Kells, PE, SE

January 4, 2022

Jermaine Walker, Director of Engineering and Infrastructure
Cumberland County
130 Gillespie St.
Fayetteville, NC 28301

Re: Department of Social Services and Judge E. Maurice Braswell Courthouse Roof Membrane
Re-Covers
F&A Job No.: 21-67

Dear Mr. Walker,

Enclosed you will find a certified Bid Tabulation Form for the above referenced project. I recommend that Cumberland County enter into a construction contract with Owens Roofing, Inc. to include the base bid and alternate numbers 01, 02, and 03 for a total contract sum of \$1,717,274.00. The validity, limitation, and classification of the apparent low bidder's NC general contractors license have been verified with the NC Licensing Board for General Contractors website and is also enclosed.

Please let me know if you have any questions or comments.

Sincerely,

Fleming & Associates, PA

Stephen Fleming, PE, RBEC



Bid Tabulation Form

Department of Social Services and Judge E. Maurice Braswell Courthouse Roof Membrane Re-Covers

Cumberland County

Bid Opening Date and Time: January 4, 2022 at 2pm

Engineer's Project Number: 21-67

Contractor	Addendum #1	Base Bid	Alternate #01 Skylight panels at DSS	Alternate #02 External ladders at Courthouse	Alternate #03 MB membrane at Courthouse	Base bid plus all Alternates	Unit Prices Form	IMBP	MBE Affidavit	Bid Security
Curtis Construction Company, Inc. License # 3529	Acknowledged	\$1,748,000.00	\$580,800.00	\$28,000.00	\$9,500.00	\$2,366,300.00	Included	Included	Affidavit A	Included
Owens Roofing, Inc. License # 24442	Acknowledged	\$1,198,553.00	\$360,217.00	\$52,970.00	\$105,534.00	\$1,717,274.00	Included	Included	Affidavit A	Included
Triangle Roofing Services, Inc. License # 49606	Acknowledged	\$2,145,000.00	\$297,000.00	\$14,500.00	\$189,000.00	\$2,645,500.00	Included	Included	Affidavit A	Included

I certify that the above bids were submitted properly and are accurate as received.



Stephen Fleming, PE, RBEC

1/4/22

Date

Boldface type indicates the apparent lowest responsive bidder.



NORTH CAROLINA LICENSING BOARD FOR GENERAL CONTRACTORS

Name: Owens Roofing, Inc.
Number: 24442
Status: Valid
Last Renewal Date: 2022-01-01
Address: 1200 Short Journey Rd
City: Smithfield
State: NC
Zip: 27577
County: WAKE
Telephone: (919) 821-0082
limitation: Unlimited
Classifications : Building
Qualifiers : Brady Adam Knowles
Bert W. Owens



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 1/4/2022

SUBJECT: DIGITAL LOGGING RECORDER CONTRACT WITH CAROLINA RECORDING SYSTEMS

Requested by: TRACY JACKSON, ASSISTANT COUNTY MANAGER

Presenter(s): GENE BOOTH, EMERGENCY SERVICES DIRECTOR

BACKGROUND

On December 6, 2021, the Board of Commissioners approved the bid award (22-01- EMS Digital Logging Recorder) with Carolina Recording Systems in the amount of \$130,598.85, based on the overall best value. The new system will consist of technology that will satisfy the present needs and future growth of the 911 center and be in compliance with the NENA 13 standard for NG911. The total cost includes the purchase, installation, data migration, integration, training, project management, and implementation. Funds in the amount of \$1,422,324 have been budgeted for computer equipment for the Emergency Operations Center (EOC) capital project. Of that amount, \$130,598.85 has been designated to acquire and implement a digital logging recorder system.

Cumberland County Emergency Services wishes to enter into a contract with Carolina Recording Systems based on the bid award for a digital recording system.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following recommendation be forwarded to the January 18, 2022, Regular Board of Commissioners Meeting as a Consent Item:

Approve the Contract with Carolina Recording System

ATTACHMENTS:

Description

Carolina Recording Systems Contract

Type

Backup Material



Carolina Recording Systems Purchase, Installation, and Services Agreement

THIS PURCHASE, INSTALLATION, AND SERVICES AGREEMENT ("Agreement") is made and entered into effective as of December 6, 2021 by and between CAROLINA RECORDING SYSTEMS, LLC, ("CRS") and CUMBERLAND COUNTY ("Customer").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **TERM OF CONTRACT.** The Term of this contract is from the 6th day of December, 2021, to 6th day of December, 2022, with the option to extend annual services, unless sooner terminated as provided herein.
2. **PAYMENT TO CRS.** CRS shall receive from Customer One Hundred Thirty Thousand Five Hundred Ninety-Eight Dollars and Eighty-Five Cents (\$130,598.85) as compensation for the purchase, installation, and services for RFP #22-01-EMS Digital Logging Recorder System. Payment will be made in a lump sum per the terms of the RFP. If Customer decides to renew annual services per the CRS Annual Maintenance Plan, each subsequent annual payment will be made on or before the 1st of January each year for the term of the contract.
3. **IRAN DIVESTMENT ACT CERTIFICATION.** CRS warrants and certifies that as of the effective date of this Agreement, CRS is not aware of being identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. CRS further agrees in compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.58, CRS shall not knowingly utilize in the performance of the contract any subcontractor that has been made aware to CRS as being identified on the Final Divestment List. The person signing this Agreement certifies that he or she is authorized by CRS to make the foregoing certification.
4. **E-VERIFY.** CRS shall to its knowledge and the best of its ability comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CRS utilizes a subcontractor, Contractor shall require the subcontractor to its knowledge and the best of its ability comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
5. **SERVICES PROVIDED** ("Services"). The Eventide communication recording system detailed in RFP #22-01-EMS Digital Logging Recorder System, will be installed and maintained for the term of the contract. CRS hereby agrees to provide the following services under this Agreement:

- a. No charge will be made for necessary service repair due to manufacturer defect or normal wear and tear. Exceptions include when a malfunction is caused by water, fire, flood or other casualty, accident, misuse, abuse, cyber-attacks or viruses, extreme temperatures, power line fluctuations, lightning, or other acts of nature or if the necessary replacement parts are not available. In no event will Carolina Recording Systems, LLC be responsible for consequential or incidental damages beyond our sole obligation to repair or replace the defective unit.
- b. Agreement provides 24/7 response, free service loan equipment in the case of full system failures (except in circumstances beyond our control), parts, labor and mileage during the contract period.
- c. Agreement will be for time period agreed and can be renewed each year during system ownership unless canceled by either party or Customer's failure to pay invoice within 60 days. Customer will be invoiced at the beginning of agreement term.
- d. The Service agreement amount may be subject to an annual increase to adjust for inflationary costs.
- e. Customer should provide an onsite contact person(s) designated to perform routine maintenance and be responsible for the overall operation of the recording system.
- f. While it is our policy to check and respond to system alerts, there are circumstances such as loss of communication, internet connectivity, or other factors that could interfere with our ability to identify an issue. We require that center personnel contact us immediately if they are notified by the recording system of a problem.
- g. Customers with Systems covered under a Service Agreement are eligible to receive system training as needed for site personnel at no additional cost.
- h. Our recording system specialists will perform periodic system inspections and provide scheduled preventative maintenance measures to help provide a higher level of system reliability in a mission-critical environment. CRS recording systems specialists will discuss these measures with customer site personnel.
- i. Most software revisions and updates designed to maintain system features or repair software flaws will be provided on recording systems under contract at no additional charge. Third party license costs and system relocations/cut-overs due to changes, updates or installation of new CPE equipment including ESInet as well as radio equipment upgrades such as ASTRO P25 version upgrade licenses will be charged an agreed upon rate.
- j. Customer agrees that Carolina Recording Systems, LLC's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the equipment and software provided, or

services with respect to which losses or damages are claimed. ALTHOUGH CAROLINA RECORDING SYSTEMS, LLC AND CUSTOMER ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CAROLINA RECORDING SYSTEMS, LLC WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CAROLINA RECORDING SYSTEMS, LLC PURSUANT TO ANY AGREEMENT OR STATEMENT OF WORK. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision

- k. Agreement provides for 24/7 recording system specialist toll free telephone response within 30 minutes. Toll-free telephone support available at (888) 661-0202
- l. Agreement provides for 24/7 on site service response

6. TERMINATION.

- a. **EVENT OF DEFAULT.** Any one or more of the following shall constitute an Event of Default hereunder:
 - i. Failure to perform the Services.
 - ii. Failure to make payments.

Upon the occurrence of an Event of Default, either party may give the other party written notice, specifying the Event of Default and requiring it to be remedied within sixty (60) days from the date of the notice; and if the Event of Default is not timely remedied, terminate the Agreement, effective five (5) days after giving the party in default written Notice of Termination.

- b. **NON-APPROPRIATION.** CRS recognizes that Customer is a governmental entity, and that the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then Customer may terminate this Agreement without penalty to Customer.
- c. In the event of a legal change in County's statutory authority, mandate, and mandated functions which adversely affects Customer's authority to continue its obligations under this Agreement, then Customer may terminate this Agreement without penalty to Customer.

- d. **TERMINATION FOR CONVENIENCE.** This Agreement may be terminated, without cause, by either party upon one hundred and eighty (180) days written notice to the other party.
- e. Upon Termination of this Agreement or at the end of the Term, Customer will not be owed or refunded any annual payments.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above by their duly authorized office or agent.

CUMBERLAND COUNTY

Date

CAROLINA RECORDING SYSTEMS, LLC



Byron Burns - Carolina Recording Systems

12/14/21
Date

ATTACHMENT A

Cumberland County Bid Award Announcement



CUMBERLAND COUNTY
BID AWARD ANNOUNCEMENT

Date: December 6, 2021

Bid Number: 22-01-EMS Digital Logging Recorder System

Bid Award: Carolina Recording Systems

Bid Award Approved By: Cumberland County Emergency Services

Contract Term: N/A

Justification for Selection: Award was based on best overall value

Thank you to everyone who took the time to submit a bid, answer questions, provide documentation. Your efforts are greatly appreciated, and we hope that your company will respond to future request.

Attachments: Bid Tabulation

RFP 22-01-EMS Digital Logging Recorder System - Selection Rating Summary

Criteria	Reason for Selection	Points	Scores		
			Carolina Recording Systems	Equature	Edge One
1 Vendor Experience	<p>Carolina Recording Systems has successfully installed and currently supports Eventide NexLog recording systems at several locations that are currently using a State of North Carolina Hosted Intrado Viper i3 ESInet and Motorola Astro P25 interface similar to the configuration that is being proposed to Cumberland County. Some of these locations include:</p> <ul style="list-style-type: none"> • City of Fayetteville Communications, Hosted Intrado, Motorola AIS, CRS supported since 2008 • City of Durham Emergency Communications Center, Hosted Intrado, Motorola AIS, CRS supported since 2002 • Guilford Metro 911, Hosted Intrado, Motorola AIS, CRS supported since 2006 • Harnett County E911 Communications, Hosted Intrado, Motorola AIS, CRS supported since 2002 • Robeson County 911 Communication Center, Hosted Intrado, Motorola AIS, CRS supported since 2011 • Sampson County 911 Communication Center, Hosted Intrado, Motorola AIS, CRS supported since 2019 	22	19	12	9
2 Project Approach	<p>Provided a complete description with pictures and diagrams of the proposed methodology for implementation of this project to include how they will approach the implementation to a fully functional system and how the proposed system will work. They also provided a schedule as requested with a timeline of completing the work, a clear description of how the transition will occur, and listed all materials and services expected from CCESC.</p>	12	12	9	3
3 Functional Information	<p>Provided recorder server hardware specifications, full listing of hardware and software, and the network attached storage server specifications with pictures of equipment. Also included warranty information, a description of specifications compliance as outlined in the objectives in the RFP and how the product will accommodate each objective. Provided training offered and support services.</p>	15	15	8	8
4 Cost	<p>Though selected vendor wasn't the lowest bid, they provide the greatest value for the specific needs of the CCESC, and ranked the highest by CCESC in overall service, technology, support, and meeting the specific needs of the CCESC.</p>	8	6	5	4
5 Vendor References	<p>Provided 6 references and 5 of those responded to the survey. These references are all NC local government agencies that have had similar services and technologies provided. The responses were unanimously positive with 100% ratings of Strongly Agree or Agree and a 98% Net Promoter Score.</p>	33	31	31	0
Overall Totals:		90	83	65	24

Project Approvers Selection Approval:

Selection above has been evaluated and approved by the Digital Logging Recorder System Project Approvers below.

Gene Booth
Adam Johnson

Emergency Services Director
Communications Manager

ATTACHMENT B

Section F. Costs 1. Pricing Breakdown Submitted by CRS in Response to RFP #22-01-EMS
Digital Logging Recorder System

F. Costs

1. Pricing Breakdown

Equipment Hardware and Software: Recording Server

Part Number	Quantity	Description
NexLog740DX	1	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.
DX701	1	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series
DX730	1	Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)
324430	1	Rack Mount Slides - 4 Post, 3U (for NexLog 740DX)
DX706	1	Upgrade NexLog 740 DX-Series (at time of order) to 2x4TB HotSwap RAID1=4TB storage
DXANA24	2	24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses
DXANA16	1	16-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses
109033-003	3	Quick Install Kit (9 ft. Cable + "66" Block):
271052	1	Internal IP Recorder with First 8 G.711 Channels
271035	7	Additional Internal IP G.711 8-Channel license pack
DX755	1	Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)
DX911	1	Intrado Viper Integration Bundle, (VoIP Interface, SMS, ANI/ALI, Enhanced CDR)
271083	2	8 pack MediaWorks DX (web) concurrent license
271111	1	Eventide MP3 option for MediaWorks DX
209220	1	Integration to Motorola ASTRO 25 system - Initial ASTRO version - SINGLE AIS
324720	2	DVSI 2-Port USB Decoder Unit (for P25, DMR, MOTOTRBO, NXDN) - Max 8
115015	1	Mandatory Remote Install Prep for P25 or TETRA; (Non-Discountable)

Motorola Licensing for Astro P25 AIS Interface

Part Number	Quantity	Description
271141	1	Mandatory license fee for Initial Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)

Peripherals and Additional Equipment

Part Number	Quantity	Description
NAS-24104	1	Network Attached Storage Server: 1U Rack Mount, 4TB Hot Swap RAID-1, Windows 10 Professional, Intel CPU, 16GB RAM
MAN S&H	2	Manufacturer Shipping and Handling

Professional Services

Includes:

- Project Management
- Pre-Installation Site Survey and Project Kickoff meeting
- Required installation materials
- Installation, Implementation, Testing, Cutover, Go-Live
- User and System Administrator Training
- Travel and Per Diem

Manufacturer Warranty and CRS 24/7 Maintenance/ Support Covered for one year at no additional cost as outlined in Carolina Recording Systems Support/ Maintenance Plan Coverage.

Pricing Total (One Time Cost)

Solution List:	\$100,860.00
Bid Discount:	(\$33,800)
Sales Tax:	4,694.20
Total Solution Cost:	\$71,754.20

Optional Motorola Astro P25 Licensing (One Time Cost)

Motorola P25 Licensing:	\$54,995.00
Sales Tax:	\$3,849.65
Total:	\$58,844.65

Note: A Motorola Astro P25 license is required for interfacing a logging recorder with a Motorola MCC 7500 AIS. Motorola may require purchase of a new license (the cost which is listed above), or may elect to permit the current recorder site license to be transferred to the new logging recorder. We would be more than happy to assist in a conversation with your Motorola direct representative to determine if the cost of this license needs to be included.

Maintenance and Support Annual Cost

Renewable Annually, can be extended beyond Year 5

Includes:

- Annual Eventide Software Update Subscription (DXSUS)
- Annual CRS 24/7 Maintenance/ Support
- Note: Pricing does not include ASTRO P25 version upgrades which will be handled one-off

Period	Maintenance	Sales Tax	Total
Year 1	No Cost (Included)		No Cost (Included)
Year 2	\$17,548.35	\$1,228.23	\$18,776.73
Year 3	\$17,899.32	\$1,252.95	\$19,152.27
Year 4	\$18,257.30	\$1,278.01	\$19,535.31
Year 5	\$18,622.45	\$1,303.57	\$19,926.02

Maintenance and Support Upfront Option Cost

Lump Sum Up-Front Payment Option to cover Years 1 to 5, can be extended annually beyond Year 5

Includes:

- Annual Eventide Software Update Subscription (DXSUS)
- Annual CRS 24/7 Maintenance/ Support
- Note: Pricing does not include ASTRO P25 version upgrades which will be handled one-off

Years 1 to 5:	\$70,193.40
Sales Tax:	\$4,913.54
Total:	\$75,106.94

2. Cost Agreement

The proposer agrees that unit prices and/or lump sum amounts provided include all labor, materials, equipment, tools, services, and all overhead, profit, taxes, fees, and insurance, etc. to provide the goods and services required by this RFP. Payment shall be based on the actual quantities authorized and approved by the CCESC.

Contract Signature Page
Carolina Recording Systems, LLC
Contract #: 2022269
Amount: \$130,598.85

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

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

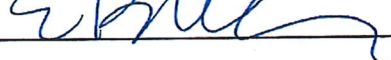
NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate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

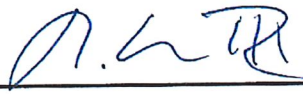
CUMBERLAND COUNTY

BY: _____
Glenn Adams, Board Chairman


Carolina Recording Systems, LLC

ATTEST

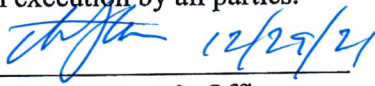
BY: 

BY: 
Byron Burns, CRS, LLC

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

BY: 
County Finance Director

Approved for Legal Sufficiency upon
formal execution by all parties.

BY:  12/29/21
County Attorney's Office



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 12/14/2021

**SUBJECT: REQUEST FROM THE CUMBERLAND COUNTY SHERIFF'S OFFICE
TO DONATE CERTAIN EQUIPMENT TO THE ROCKY MOUNT
POLICE DEPARTMENT**

Requested by: SHERIFF ENNIS WRIGHT

Presenter(s): RONNIE MITCHELL, SHERIFF'S OFFICE COUNSEL

BACKGROUND

The Sheriff's Office is replacing an old bullet recovery and testing tank which has a reported estimated value of \$250.00. The tank is in need of repair, but it has been determined that it is not worth the cost of repair. Chief Robert Hassell of the Rocky Mount Police Department has requested the tank, and the Sheriff's Office wishes to donate the tank to the police department.

The police department will remove and transport the tank at its own expense, and the department will accept it as is and with all faults and without any representations or warranties related to the bullet recovery and testing tank, its condition, reparability, or usefulness.

A memorandum from the Sheriff is attached formally requesting the donation of the tank to the Rocky Mount Police Department.

RECOMMENDATION / PROPOSED ACTION

The Sheriff recommends approval of this request and asks that it be moved forward to the January 18, 2022 Board of Commissioners' Regular Meeting as a Consent Agenda Item.

ATTACHMENTS:

Description

CCSO Memo 121421

Type

Backup Material



Cumberland County SHERIFF'S OFFICE

Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

memorandum

To: The Board of County Commissioners and Amy H. Cannon, County Manager, Cumberland County

From: Ennis W. Wright, Sheriff

Ref: Surplus Bullet Recovery and Testing Tank

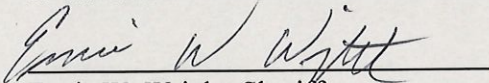
Date: December 14, 2021

The Cumberland County Sheriff's Office is in possession of a bullet recovery and testing tank, which is to be replaced by the installation of a new unit. We had previously had the tank reviewed in connection with making the determination as to whether a new system was needed. We were advised that the tank is not worth the cost of repair, and I have determined that currently the tank is worth less than \$250.00.

I recently received a letter from Chief Robert Hassell of the Rocky Mount Police Department requesting the donation of the afore mentioned bullet recovery and testing tank to the Town of Rocky Mount. The Rocky Mount Police Department has offered to be responsible for the removal of the tank from my facility, as well as the transport of the tank away from our facility and from Fayetteville to Rocky Mount.

I am convinced that acceptance of Chief Hassell's request (and its terms) would be in the best interests of the County of Cumberland and the taxpayers as well as the Office of Sheriff.

Accordingly, I request that the bullet recovery and testing tank be declared surplus property and legal ownership be transferred to the Rocky Mount Police Department, "as is" and "with all faults," and without any representations or warranties related to the bullet recovery and testing tank, its condition, repair ability or usefulness.


Ennis W. Wright, Sheriff
Cumberland County Sheriff's Office



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 1/5/2021

SUBJECT: AMENDMENT TO THE FINANCIAL POLICIES, POLICY NO. 3-1

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

The UNC School of Government has recommended that local policies be updated to include language specific to the handling of American Rescue Plan Act of 2021 (ARPA) funds. The ARPA update in this draft policy amendment is in regard to the handling of interest earnings on these funds and can be found on page ten, Section 5.2.1 d. This policy amendment is also being presented to the ARPA Committee prior to the Agenda Session meeting.

While reviewing this policy for ARPA compliance, it was determined that the policy needed to be updated in several additional areas. The marked-up draft amended policy is attached for your review. A brief description of all changes are referenced below:

- Section 3.0, starting on page 1 – updating board information to be consistent with current practice.
- Section 4.2.5 c, page 3 – updating grant funding information to be consistent with duties of recently created Grants Writer/Manager position and current supervisor.
- Section 4.3.1, page 4 – updating budget monitoring to be consistent with the Budget Division now performing the monitoring.
- Section 4.3.6, page 4 – deleting outdated information to be consistent with current practice of Board approval for all re-appropriation requests.
- Section 5.1, page 6 – recognizing the Capital Investment Fund policy builds upon the language included in this section.

- Section 5.1.4 n, page 9 – updating to the appropriate acronym of “ACFR” and the additional requirement of completing a disclosure within ten days of encountering a material event.
- Section 5.2.1 d, page 10 – Adding language regarding treatment of ARPA interest earnings, similar to a sample provided by the UNC School of Government.
- Section 6.1.2, page 19 – modifying language regarding report access to be consistent with current practice.
- Section 6.1.6, page 20 – updating audit presentation information to be consistent with current practice.
- Section 6.1.8 and 6.1.10, page 20 – updating to the appropriate acronym of “ACFR”
- Bottom of page 20 – updating the policy adoption dates to include anticipated dates for this revision

RECOMMENDATION / PROPOSED ACTION

Staff recommend forwarding the amended Financial Policies to the January 18, 2022 Board of Commissioners meeting as a Consent Agenda item with a recommendation to approve the amended policy.

ATTACHMENTS:

Description	Type
DRAFT Financial Policies No. 3-1	Backup Material

Cumberland County

Section I – Board Approved Policies

Subsection 3: Cumberland County Financial / Audit

Policy No. 3-1: Financial Policies

1.0 PURPOSE

The County of Cumberland has established comprehensive financial policies supporting management of our financial resources by providing effective control, prudent decision making and compliance with legal requirements.

2.0 SCOPE

The essential goals to be accomplished through consistent application of these policies include:

- To align long-term financial planning with short-term daily operations and decision-making.
- To maintain and improve the County's financial position.
- To maintain the County's credit ratings by meeting or exceeding the requirements of rating agencies through sound, conservative financial decision making.
- To comply with the North Carolina Budget and Fiscal Control Act and the policies of the North Carolina Local Government Commission (the "LGC").
- To ensure cost effective, efficient and timely procurement of necessary goods and services to enable County departments in achieving their mission of effective service delivery to all citizens.
- To provide credibility to the citizens of the County regarding financial operations through active investment, debt and procurement management as well as financial planning and monitoring.

3.0 STATEMENT OF POLICIES

The financial policies are broken into three separate categories: Operating Budget / Fund Balance Policies, Asset Liability Management Policies and Accounting, Auditing and Financing Reporting Policies.

The Cumberland County Board of Commissioners (the "Board") is a seven-member board, with each member serving a four-year term. ~~To enhance communication and effective decision making, four subcommittees of the Board have been in existence for many years. These three member subcommittees have been structured to focus on the following areas; Finance, Policy, Personnel, and Facilities issues. Each committee meets monthly as needed, in a published, open meeting.~~ The Finance Committee serves as the Audit Committee of the County and makes recommendations

to the full Board upon review of issues that have a fiscal impact upon the County. Periodically, the Finance Director updates the ~~Committee-Board~~ on the financial condition of the County as a part of their monthly reporting included in the agenda. The annual audit is presented in detail to the Board annually at a night meeting which is televised on a local channel for the citizens of Cumberland County and is also available through multiple internet/web connections.

4.0 OPERATING BUDGET / FUND BALANCE POLICIES

4.1 Budget Guidelines

- 4.1.1 The County's Annual Budget Ordinance will be balanced in accordance with the Local Government Budget and Fiscal Control Act (G.S. 159-8(a)).
- 4.1.2 The County's operating budget will be prepared in accordance with Generally Accepted Accounting Principles.
- 4.1.3 The County's Annual Budget Ordinance will be adopted by each July 1 (G.S. 159-13(a)).
- 4.1.4 The annual budget shall be developed as a financial plan to achieve long-term and short-term goals adopted by the Governing Board and as an operational guide for provision of programs and services to the community.

4.2 Revenue Policy

- 4.2.1 Ad Valorem Tax – As provided by the North Carolina Budget and Fiscal Control Act, estimated revenue from the Ad Valorem Tax levy will be budgeted as follows:
 - a. Assessed valuation will be estimated based upon historical trends and growth patterns in a conservative manner.
 - b. The estimated percentage of collection will not exceed the actual collection percentage of the preceding fiscal year, in accordance with State law.
 - c. The property tax rate will be set each year based upon the costs of providing general governmental services, meeting debt service obligations and maintaining any reserves or fund balances the Board deems necessary.
- 4.2.2 Economically Sensitive Revenues – The County has certain revenues, specifically occupancy, food and beverage, and sales taxes that can be adversely affected by regional and national economic conditions and

military deployments. These revenues shall be budgeted in a conservative manner.

- 4.2.3 User Fees – The Board will establish all user fees annually. The user fees will maximize charges for services that can be individually identified and where costs are directly related to the provision of or to the level of service provided.

Emphasis on user fees results in the following benefits:

- The burden on the Ad Valorem tax is reduced.
- User fees are paid by all users, including those exempt from property taxes.
- User fees help minimize subsidization in any instance where there are requirements in order to qualify for the use of the service and the service is not provided to the general public.
- User fees produce information on the demand level for services and help to make a connection between the amount paid and the services rendered.

- 4.2.4 Interest Income – Interest income is subject to variability based upon changes in prevailing interest rates, which cannot be predicted with certainty. Such revenue shall therefore be budgeted in a conservative manner within the Annual Budget Ordinance and shall comply with Section III of this policy regarding Asset – Liability Management.

- 4.2.5 Grant Funding – Staff will pursue opportunities for grant funding. Application for grant funding will be made after a grant has been evaluated for consistency with the Board’s goals and compatibility with County programs and objectives. Staff must have prior approval from the County Manager to apply for a grant. All awarded grants can only be accepted by Board action at which time the related budget shall be established.

- a. Grants that have been awarded in prior years and are recurring in nature will be included and addressed through the annual budget process.
- b. Grants that fund operating expenditures but have a funding termination date must fully disclose that fact to the Board prior to acceptance.
- c. The grant manager for each grant shall be the related department head. The grant manager is responsible for all grant monitoring, compliance and reporting. The departmental grant manager will provide copies of all documents to the Finance-DepartmentCounty Grants Writer/Manager who will maintain a grant file by fiscal year for each active grant.

- d. Existing exceptions that relate to annual allocation amounts must be approved by ~~County Finance~~the Budget Officer/County Manager.

4.3 Expenditure Policy – Expenditures will be processed in accordance with the requirements of G.S. 159-28, Budgetary Accounting for Appropriations.

- 4.3.1 Expenditure budgets shall be monitored throughout the fiscal year by department heads, ~~the Finance Department~~the Budget Division, and the County Manager. Budget compliance is the responsibility of the department head and the ~~Finance Director~~Budget Division.
- 4.3.2 Budgeted funds will only be spent for categorical purposes for which they are intended. The annual operating budget ordinance defines staff authorization for operating budget adjustments. Appropriations of debt proceeds will be made only for the purpose for which such debt instrument was issued or for the payment of debt principal and interest. Donations will be spent only toward the intent for which they were given.
- 4.3.3 For continuing contracts, funds will be appropriated in the annual budget ordinance to meet current year obligations arising under the contract, in accordance with G.S. 160A-17.
- 4.3.4 Payroll will be processed in accordance with the requirements of the Fair Labor Standards Act. Overtime and benefit payments will be made in accordance with the County's Personnel Ordinance.
- 4.3.5 The County will fund current expenditures with current resources and will strive to avoid balancing budgets utilizing one-time revenues, in accordance with the Fund Balance Policy below.
- 4.3.6 ~~The County will employ the use of the carryover method for re-appropriating outstanding purchase orders and contracts as of the end of each fiscal year into the new fiscal year. The process shall be explained in detail in each year's budget ordinance. Cumberland County has a revenue spending policy that provides guidance for programs with multiple revenue sources.~~ The Finance Officer will use resources in the following hierarchy: bond proceeds, federal funds, state funds, local fees, and then county funds. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed in-order by committed fund balance, assigned fund balance and lastly unassigned fund balance. The Finance Officer has the authority to deviate from this policy if it is in the best interest of the County.

4.4 Reserve / Fund Balance Policy

- 4.4.1 In accordance with State statute, appropriated fund balance in any fund will not exceed the sum of cash and investments less the sum of liabilities, encumbrances, and deferred revenues arising from cash receipts.
- 4.4.2 The County will maintain a General Fund unassigned fund balance of no less than 10% which exceeds the minimum eight percent (8%) recommended by the LGC. Additionally, the target goal for total spendable fund balance will be at least 15% of total expenditures for the fiscal year. The annual appropriation for subsequent years' expenditures should not exceed 3% of budgeted recurring general fund expenditures.
- a. Purpose of Reserve: These funds will be utilized to avoid cash flow interruptions, generate interest income, eliminate the need for short-term borrowing, and maintain the County's credit ratings.
 - b. Reserve Draw Downs: The fund balance may be purposefully drawn down below the target percentage for emergencies, nonrecurring expenditures, or major capital projects.
 - c. Reserve Replenishment: If the fund balance falls below the target percentage for two consecutive fiscal years, the County will replenish funds by direct appropriation beginning in the following fiscal year. In that instance, the County will annually appropriate 20% of the difference between the target percentage level and the actual balance until the target level is met.
- 4.4.3 Any General Fund unassigned fund balance that exceeds the 10% target goal may be reserved for onetime future projects.
- 4.4.4 The County will appropriate within the annual budget a General Fund Contingency appropriation each fiscal year of at least \$500,000.
- 4.4.5 The County shall maintain a School Capital Reserve account and all funds accumulated shall be used for debt service on school related debt and other school capital needs.
- a. Based on the North Carolina Association of County Commissioner's methodology for calculating statutory Article 40 and 42 set asides for school construction, the Board has committed these sales tax funds to the purposes listed immediately above.
 - b. All Public School Building Capital Fund ("ADM money") and Lottery proceeds shall be budgeted within the School Capital Reserve account and shall be used for debt service for school related debt and for school construction needs as appropriate.
- 4.4.6 Assigned for subsequent years' expenditures is the portion of fund balance that has been approved by formal action of the Board of County

Commissioners for appropriation into the next fiscal year. A modification of this amount requires action by the Board. The Board may at its discretion, make other assignments of fund balance. The Board authorizes the County Manager to amend these assigned amounts to comply with the County's fund balance percentage policies.

5.0 ASSET LIABILITY MANAGEMENT POLICIES

5.1 Capital Investment and Debt Policy (further supported by Policy No. 3-6: Capital Investment Fund Policy)

5.1.1 Capital Improvements Plan

- a. The County will update a five-year capital improvement plan (CIP) which projects capital needs and details the estimated costs, description and anticipated funding sources for capital projects.
- b. The annual update of the CIP will be presented at the Board's Budget Planning retreat and included in the annual operating budget process.
- c. The first year of the five-year CIP will be the basis of formal fiscal year appropriations during the annual budget process.
- d. The CIP will generally address those capital assets with a value of \$100,000 or more and a useful life of five years or more.
- e. The County includes equipment and furnishings as well as projected annual operating costs in the appropriate year in the CIP.
- f. The County acknowledges pay-as-you-go financing as a significant capital financing source, but will ultimately determine the most appropriate financing structure for each capital project on an individual basis after examining all relevant factors of the project.

5.1.2 Ten Year School Facilities Plan

The County requires an annual update from the Cumberland County Board of Education of its Ten Year School Facilities Plan. The County fully expects to see all new capital projects first appear in the ninth or tenth year of the school facilities plan unless dictated otherwise by State or Federal mandates of new sources of funds, such as a State bond issue for local consideration.

5.1.3 Fixed Assets

The capitalization threshold for fixed assets shall be \$5,000 and \$7,500 for capital improvements. The threshold will be applied to individual fixed

assets and not to groups of fixed assets. Fixed assets will be capitalized if they have a useful life of one year or more following the date of acquisition.

5.1.4 Debt Policy

- a. Debt will only be incurred for financing capital assets that, because of their long-term nature or because of budgetary restraints, cannot be acquired from current or budgeted resources. Debt will not be used for operational needs. Debt financing can include general obligation bonds, revenue bonds, certificates of participation, lease/purchase agreements, special obligation bonds, or any other financing instrument allowed under North Carolina law.
- b. The County will seek to structure debt and to determine the best type of financing for each financing need based on the flexibility needed to meet project needs, the timing of the project, taxpayer or rate payer equity, and the structure that will provide the lowest interest cost in the circumstances. The following guidelines will be used when structuring debt:
 - 1) Debt will be amortized on a level principal or level principal and interest basis, depending upon the specific nature of the financing.
 - 2) Maximum term of amortization of principal will be twenty-five years, twenty years for general obligation debt. Average life of outstanding debt will not exceed fifteen years.
 - 3) For general obligation debt, fifty percent of the total outstanding debt will be amortized in the first ten years of total debt outstanding.
 - 4) Fixed rate will be the predominant interest rate for County issuance. Variable rate debt will be considered on a case-by-case basis and will not exceed fifteen percent of total outstanding debt of the County. Issuance of variable rate debt will be undertaken after considering interest rate risk, ability to hedge risk in the annual budget, internal levels of fund balance, and other elements of interest rate risk management.
- c. Debt financing will be considered in conjunction with the County's CIP. Debt financing will also be considered in the Board's review of facility plans presented by the Board of Education.
- d. Upon Board approval of a capital project and a determination that the project will be financed through issuance of debt, The Board will increase the property tax rate in an amount equivalent to the

additional annual operating costs and principal and interest payments in the upcoming fiscal year, if deemed necessary.

- e. The County will strive to maintain a high level of pay-as-you-go financing for its capital improvements.
- f. Debt Affordability
 - 1) The net debt of the County, as defined in G.S. 159-55, is statutorily limited to eight percent of the assessed valuation of the taxable property within the County. The County will utilize a self-imposed ceiling of 4%.
 - 2) Total General Fund debt service will not exceed the limits imposed by the LGC. As a guide, formulas established by the LGC and rating agencies will be monitored and appropriately applied by the County. Debt service as a percentage of the general fund budget will be targeted not to exceed 15%.
- g. The County will seek to structure debt in the best and most appropriate manner to be consistent with Asset – Liability Management policies.

- h. The County will seek to employ the best and most appropriate strategy to respond to a declining interest rate environment. That strategy may include, but does not have to be limited to, delaying the planned issuance of fixed rate debt, examining the potential for refunding of outstanding fixed rate debt, and the issuance of variable rate debt. The County will seek to employ the best and most appropriate strategy to respond to an increasing interest rate environment. That strategy may include, but does not have to be limited to, the issuance of variable rate debt (a historically lower interest cost), or any other methodology deemed appropriate.
- i. The County will monitor the municipal bond market for opportunities to obtain interest rate savings by refunding on a current or advance basis for outstanding debt. The estimation of net present value savings for a traditional fixed rate refunding should be, at a minimum, in the range of 2.5% to 3% of the refunded maturities before a refunding process begins.
- j. The County will strive for the highest possible bond ratings in order to minimize the County's interest costs.
- k. The County will normally obtain at least two ratings (Moody's and Standard & Poor's) for all publicly sold debt issues.
- l. While some form of outstanding debt exists, the County will strive to have a portion of that debt in the form of general obligation debt.
- m. The County will provide annual information updates to each of the debt rating agencies.
- n. The County will use the Annual Comprehensive ~~Annual~~ Financial Report (the "CAFRACFR") as the disclosure document for meeting its obligation to provide certain annual financial information to the secondary debt market via various information repositories, including the Electronic Municipal Market Access (EMMA). The annual disclosure is a condition of certain debt covenants and contracts that are required by SEC Rule 15c2-12. In addition to annual reporting disclosure, disclosure is also to be made within ten days of encountering a material event, such as a bond rating change or a bond call.

5.2 Cash Management and Investment Policy

5.2.1 Receipts

- a. Cash receipts will be collected as expediently as reasonably possible to provide secure handling of incoming cash and to move these monies into interest bearing accounts and investments.

- b. All incoming funds will be deposited daily as required by State law.
- c. The Finance Director is responsible for coordinating at least two random or risk based internal audits of cash receipting locations per fiscal year.
- d. Funds received from the American Rescue Plan Act of 2021 (ARPA) are not subject to the requirements of the Federal Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). The County is not required to remit these funds back to the U.S. Treasury, nor are the interest earnings required to be utilized for ARPA eligible expenditures. Therefore, Cumberland County's ARPA funds will be placed in interest-bearing accounts. The June 30 end of fiscal year balance of interest earnings of the ARPA fund will be budgeted and transferred into the county's general fund the following fiscal year. These funds may be utilized for any public purpose and are not restricted.

5.2.2 Cash Disbursements – All disbursements will be made in accordance with the Expenditure Policy (Section 4.3). Electronic payment transactions are allowed.

- a. The County's objective is to retain monies for investment for the longest appropriate period of time.
- b. Disbursements will be made timely in advance of or on the agreed-upon contractual date of payment unless earlier payment provides greater economic benefit to the County.
- c. Inventories and supplies will be maintained at minimally appropriate levels for operations in order to increase cash availability for investment purposes.
- d. Dual signatures are required for County checks. Electronic signature of checks is approved.

5.2.3 Investment Policy

- a. Policy

It is the policy of the County to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow requirements of the County and conforming to all State statutes governing the investment of idle funds.

- b. Scope

This investment policy applies to all financial assets of the County except authorized petty cash, trust funds administered by the Social Services Director, and debt proceeds, which are accounted for and invested separately from pooled cash. The County pools the cash resources of its various funds and participating component units into a single pool in order to maximize investment opportunities and returns. Each fund's and participating component unit's portion of total cash and investments is tracked by the financial accounting system.

c. Prudence

- 1) The standard of prudence to be used by authorized staff shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
- 2) Authorized staff acting in accordance with procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

d. Authorized Staff

- 1) G.S. 159-25(a)6 delegates management responsibility for the investment program to the Finance Director. The Finance Director will establish and maintain procedures for the operation of the investment program that are consistent with this policy. Such procedures will include delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director will be responsible for all transactions undertaken and will establish and maintain a system of controls to regulate the activities of subordinates.
- 2) In the absence of the Finance Director and those to which he or she has delegated investment authority, the County Manager or his or her designee is authorized to execute investment activities.

e. Objectives

The County's objectives in managing the investment portfolio, in order of priority, are safety, liquidity, and yield.

1) Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To best mitigate against credit risk (the risk of loss due to the failure of the security issuer) diversification is required. To best mitigate against interest rate risk (the risk that changes in interest rates will adversely affect the market value of a security and that the security will have to be liquidated and the loss realized) the second objective, adequate liquidity, must be met.

2) Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating and debt service cash requirements that may be reasonably anticipated. The portfolio will be structured so that securities mature concurrent with cash needs (static liquidity), with securities with an active secondary market (dynamic liquidity), and with deposits and investments in highly liquid money market and mutual fund accounts.

3) Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary, economic and interest rate cycles, taking into account investment risk constraints and liquidity needs.

f. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose to the County Manager any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial or investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with

the same individuals with whom business is conducted on behalf of the County.

g. Authorized Financial Dealers and Financial Institutions

The Finance Director will maintain a list of financial institutions that are authorized to provide investment services. Authorized financial institutions will be selected by credit worthiness. These may include “primary” dealers or regional dealers that qualify under SEC Rule 15C3-1 (uniform net capital rule).

h. Any financial institutions and broker dealers that desire to become qualified to conduct investment transactions with the County must supply the Finance Director with the following:

- 1) Audited financial statements;
- 2) Proof of National Association of Securities Dealers certification;
- 3) Proof of State registration; and
- 4) Certification of having read the County’s Investment Policy.

i. Any previously qualified financial institution that fails to comply or is unable to comply with the above items upon request will be removed from the list of qualified financial institutions.

j. The Finance Director shall have discretion in determining the number of authorized financial institutions and may limit that number based upon the practicality of efficiently conducting the investment program. The Finance Director shall also have the discretion to add or remove authorized financial institutions based upon potential or past performance.

1) Internal Control

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires the use of estimates and judgments by management.

2) Collateralization

Collateralization is required for certificates of deposit. North Carolina General Statutes allow the State Treasurer and the Local Government Commission to prescribe rules to regulate the collateralization of public deposits in North Carolina banks. These rules are codified in the North Carolina Administrative Code – Title 20, Chapter 7 (20 NCAC 7). The Pooling Method of collateralization under 20 NCAC 7 allows depositories to use an escrow account established with the State Treasurer to secure the deposits of all units of local government. This method transfers the responsibility for monitoring each bank's collateralization and financial condition from the County to the State Treasurer. The County will only maintain deposits with institutions using the Pooling Method of collateralization.

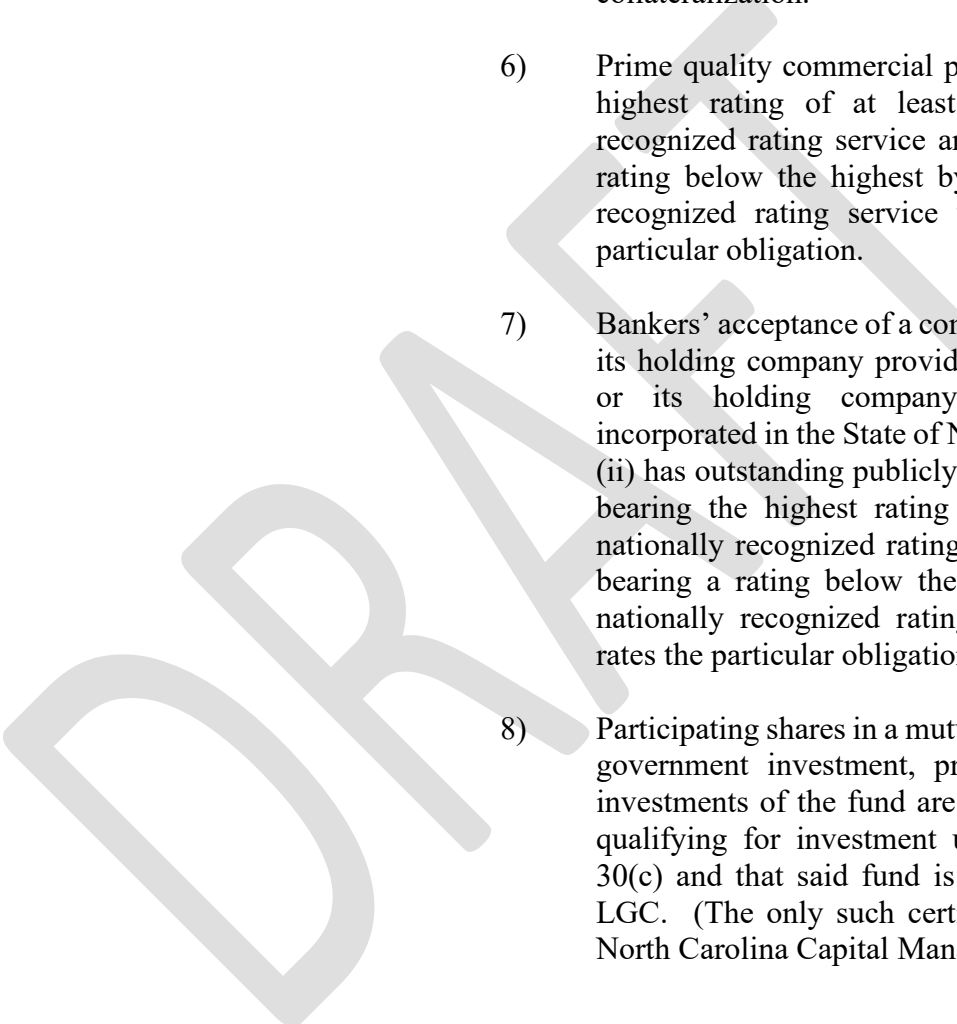
3) Delivery and Custody

All investment security transactions entered into by the County shall be conducted on a delivery versus payment basis. Securities will be held by a third party custodian designated by the Finance Director and each transaction will be evidenced by safekeeping receipts and tickets.

4) Authorized Investments

A. The County is empowered by North Carolina G.S. 159-30(c) to invest in certain types of investments. The Board of Commissioners approves the use of the following types, the list of which is more restrictive than G.S. 159-30(c):

- 1) Obligations of the United States or obligations fully guaranteed as to both principal and interest by the United States.
- 2) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing Administration, and the United States Postal Service.
- 3) Obligations of the State of North Carolina.

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- 4) Bonds and notes of any North Carolina local government or public authority that is rated “AA” or better by at least two of the nationally recognized ratings services or that carries any “AAA insured” rating.
 - 5) Fully collateralized deposits at interest or certificates of deposit with any bank, savings and loan association or trust company that utilizes the Pooling Method of collateralization.
 - 6) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligation.
 - 7) Bankers’ acceptance of a commercial bank or its holding company provided that the bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.
 - 8) Participating shares in a mutual fund for local government investment, provided that the investments of the fund are limited to those qualifying for investment under G.S. 150-30(c) and that said fund is certified by the LGC. (The only such certified fund is the North Carolina Capital Management Trust.)

B. Prohibited Forms of Investments

- 1) The use of repurchase agreements in the normal investment portfolio (not debt proceeds) is prohibited.
- 2) The use of collateralized mortgage obligations is prohibited.
- 3) The use of any type of securities lending practices is prohibited.

5) Diversification

- A. Investments will be diversified by security type and by institution.
- B. The total investment in certificates of deposit shall not exceed 25% of the County's total investment portfolio and the investment in certificates of deposit with a single financial institution shall not exceed \$3,000,000.
- C. The total investment in commercial paper shall not exceed 10% of the County's total investment portfolio and the investment in commercial paper of a single issuer shall not exceed \$4,000,000.
- D. The total investment in bankers' acceptances shall not exceed 10% of the County's total investment portfolio and the investment in bankers' acceptances of a single issuer shall not exceed \$7,000,000.
- E. The Finance Director is responsible for monitoring compliance with the above restrictions. If a violation occurs, the Finance Director shall report such to the County Manager and to the Board along with a plan to address the violation.

6) Maximum Maturities

- A. To the extent possible, the County will attempt to match its investments with anticipated cash flow requirements. Beyond identified cash flow needs, investments will be purchased so that maturities are staggered.

B. The following maturity limits are set for the County's investment portfolio:

- 1) No investment will have a maturity of more than two years without authorization from the County Manager.
- 2) No more than 10% of the total investment portfolio will be invested with a maturity longer than one year but less than two years. Because the total investment portfolio may fluctuate due to cash flow needs, investments with a maturity up to two years may exceed the calculated total. If this should occur, investments should not be liquidated to comply with this policy but future investing with maturities up to two years shall be avoided until the designated level is achieved.

7) Selection of Securities

The Finance Director or his or her designee will determine which investments shall be purchased and sold and the desired maturity date(s) that are in the best interest of the County. The selection of an investment will involve the evaluation of, but not limited to, the following factors: cash flow projections and requirements; current market conditions; and overall portfolio balance and makeup.

8) Responses to Changes in Short Term Interest Rates

A. The County will seek to employ the best and most appropriate strategy to respond to a declining short-term interest rate environment. The strategy may include, but does not have to be limited to, purchases of callable "cushion" bonds, lengthening of maturities in the portfolio, and increases in the percentage of ownership of treasury notes relative to that of treasury bills.

B. The County will seek to employ the best and most appropriate strategy to respond to an increasing short-term interest rate environment. That strategy may include, but does not have to be limited to, purchases of "step-up" securities, shortening of maturities in the portfolio, the use of floating rate investments, and increases in the percentage of

ownership of treasury bills relative to that of treasury notes.

9) Performance Standards

- A. The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio will strive to obtain a market average rate of return within the constraints of the county's investment risk profile and cash flow needs.
- B. The performance benchmarks for the performance of the portfolio will be rates of return on 90-day commercial paper and on three-year treasury notes.

10) Active Trading of Securities

It is the County's intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal. However, if economic or market conditions change making it in the County's best interest to sell or to trade a security before maturity, that action may be taken.

11) Pooled Cash and Allocation of Interest Income

All monies earned and collected from investments other than bond proceeds will be allocated monthly to the various participating funds and component units based upon the average cash balance of each fund and component unit as a percentage of the total pooled portfolio. Earnings on bond proceeds will be directly credited to the same proceeds.

12) Market to Market

A report of the market value of the portfolio will be generated annually by the Finance Director. The Finance Director will use the reports to review the investment portfolio in terms of value and price volatility, as well as for compliance with GASB Statement #31.

6.0 ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICIES

6.1 General Policy

- 6.1.1 The County will maintain accounting systems in compliance with the North Carolina Local Government Budget and Fiscal Control Act. The County will maintain accounting systems that enable the preparation of financial statements in conformity with generally accepted accounting principals (GAAP).
- a. The basis of accounting within governmental funds will be modified accrual.
 - b. The basis for accounting within all Enterprise and Internal Service Funds will be the accrual basis.
- 6.1.2 Financial systems will be maintained to enable the continuous monitoring of revenues and expenditures or expenses with ~~monthly reports provided to the County Manager and the Finance Director~~immediate access to real-time information to all users of the financial system. Financial summaries will be provided to the ~~Finance Committee~~Board at their regularly scheduled Agenda Session meetings. ~~Monthly expenditure/expense reports will be provided to each director and department head for their functional area and~~Online, real time, view only, access to the financial system will be made available to department heads and departmental other staff as much as practical and its use encouraged. On a periodic basis an interim financial update will be provided to the Board of County Commissioners.
- 6.1.3 The County will place emphasis on maintenance of an accounting system which provides strong internal budgetary and financial controls designed to provide reasonable, but not absolute, assurance regarding both the safeguarding of assets against loss from unauthorized use or disposition and the reliability of financial records for preparing financial statements and reports, as well as the accountability of assets.
- 6.1.4 An annual audit will be performed by an independent certified public accounting firm that will issue an opinion on the annual financial statements as required by the Local Government Budget and Fiscal Control Act.
- 6.1.5 The County will solicit proposals from qualified independent certified public accounting firms for audit services. The principal factor in the audit procurement process will be the auditor's ability to perform a quality audit. The County will enter into a multiyear agreement with the selected firm. Firms are not barred from consecutive contract awards.

- 6.1.6 The Finance Committee of the Board will serve as the standing audit committee. The committee will oversee the independent audit of the county's financial statements, from the selection of the auditor to the resolution of any audit findings. A staff report concerning the annual audit will be presented annually to the ~~Committee and the~~ Board of County Commissioners.
- 6.1.7 The Finance Department/Internal Auditor will conduct some form of internal audit procedures at least one time per year, specifically focusing upon cash receipts procedures.
- 6.1.8 The County will prepare an ~~CAFR~~ ACFR. The ~~CA~~ ACFR will be prepared in compliance with established criteria to obtain the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting and will be submitted to that award program each year.
- 6.1.9 Full and complete disclosure will be provided in all regulatory reports, financial statements and debt offering statements.
- 6.1.10 The County will use the ~~CAFR~~ ACFR as the disclosure document for meeting its obligation to provide certain annual financial information to the secondary debt market via various information repositories. The annual disclosure is a condition of certain debt covenants and contracts that are required by SEC Rule 15c2-12.
- 6.1.11 The Finance Department will maintain a Financial Procedures Manual as a central reference point and handbook for all financial, accounting and recording procedures.
- 6.1.12 The Information Technology Department will establish, document and maintain a Computer Disaster Recovery Plan and will provide for the daily backup of data and the offsite storage of the same.

7.0 SWAP POLICY

Use of synthetic debt transactions by use of swaps is permitted by Local Government Commission policy for selected counties and cities. Currently the County does not view synthetic debt transactions as consistent with its overall financial policies. The County will continue to review the potential for synthetic debt transactions using swaps and will adopt a formal swap policy to the extent needed in the future.

(Adopted 2-2-08) (Finance Cmte; 3-3-11; Adopted 3-21-11) (Finance Cmte. 6-7-18; Adopted 6-18-18) (ARPA committee 1-11-22; Agenda Session 1-13-22; Adopted 1-18-22)

<END>



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

**MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 1/6/2022

SUBJECT: FY2022-2023 FEDERAL LEGISLATIVE ACTION PLAN

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): RON HAMM, THE HAMM CONSULTING GROUP

BACKGROUND

Cumberland County has contracted with the Hamm Consulting Group for federal legislative services. The Hamm Consulting team includes Ron Hamm, Leslie Mazingo and Debra Bryant. The team will present the DRAFT 2022 (FY2023) Federal Action Plan during the agenda session. The team met with with department heads in December to discuss key federal funding and policy issues.

Once the Federal Action Plan is finalized, detailed information on the projects and policy issues will be pulled together to create briefing materials for the congressional delegation.

RECOMMENDATION / PROPOSED ACTION

Provide feedback and forward the following recommendation to the January 18, 2022, Regular Board of Commissioners meeting as a Consent Agenda Item:

Approve the Federal Legislative Action Plan.

ATTACHMENTS:

Description

DRAFT 2022 Federal Action Plan

Type

Backup Material



2022 (FY2023) FEDERAL ACTION PLAN

Project Categories	Project and Policy Requests
Infrastructure	<p>Water and Sewer</p> <ul style="list-style-type: none"> • Gray's Creek Public Water Extension • Shaw Heights Sanitary Sewer Project (ARPA Project) • County-wide Public Water and Sewer Study • Flood Prevention and Drainage Improvements <p>Broadband</p> <ul style="list-style-type: none"> • Community Hotspots • Digital Equity and Literacy <p>Sustainability</p> <ul style="list-style-type: none"> • Green Buildings Development Incentives - (was proposed in 2021) • Electric Vehicle Charging Stations (was proposed in 2021)
Community Support Services	<p>Child Support</p> <ul style="list-style-type: none"> • Grants to Support Training of Case Managers <p>Veterans Services</p> <ul style="list-style-type: none"> • Additional Federal Funding to support County Services to Veterans <p>Health Services</p> <ul style="list-style-type: none"> • Healthcare Related Emergency Preparedness • Environmental Health • Healthcare for the Uninsured • Teen Pregnancy • Behavioral Health Support (Chronically Mentally Ill, Substance Abuse) • WIC Policy Changes to allow access to more people • Maternal and Child Health Block Grant <p>Social Services</p> <ul style="list-style-type: none"> • Increased Funding for the Aging • Child Mental Health Crisis Center • Child Welfare and Adult Protective Services • Food Security/Healthy Foods Access
Community Development	<p>Shaw Heights</p> <ul style="list-style-type: none"> • Affordable Housing • Choice Neighborhoods Planning Grant <p>Homelessness Funding and Support</p>

Economic Development & Workforce	HR Talent Portal Project – transitioning servicemembers, military spouses, veterans Veterans to Agriculture Workforce Transition Program Defense Community Infrastructure Program (DCIP) – E.E. Smith High School
Public Safety	Sheriff's Office TDMA Radio Replacement Project Crime Technology Center DNA Analysis Tools Bulletproof Vests Pictometry for Law Enforcement School Safety/Active Shooter Response At Risk Youth Delinquency Prevention
Emergency Services and Resiliency	Hazard Mitigation/Post Disaster Funding for Buy-outs and Relocation Debris and Sediment Removal from Waterways Emergency Back-up Power for Community Disaster Shelters
Environment	PFAS Removal – Gray's Creek Landfill Expansion Environmental Justice Grant Diesel Emissions Reduction Act (DERA) Grant Electric Garbage Truck Fleet Conversion



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 1/5/2022

**SUBJECT: INCENTIVES AGREEMENT FOR E-N-G MOBILE SYSTEMS, LLC
(PROJECT LIFESAVER)**

Requested by: ROBERT VAN GEONS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

After a public hearing March 26, 2019, the Board approved offering economic development incentives proposed by Robert Van Geons to a company identified only as "Project Lifesaver." That company is E-N-G Mobile Systems, LLC. It has already commenced business operations in the county. Mr. Van Geons presented the project as follows:

The proposed project would create 60 full time jobs by December 31, 2021, with 80 jobs projected by 2023. The company offers a competitive average annual salary of \$43,750, as well as a comprehensive benefits package. The company would also make a significant investment in real estate and equipment of approximately \$2,725,000. We are requesting consideration of a local incentive grant, not to exceed \$60,000.

The incentives package is performance based and there is a claw back provision so that the company has to create the jobs to secure the funds.

This is being brought back to the Board for consideration because the terms of the proposed project have changed as reflected in the attached incentives agreement. The new terms are that the company is not obligated to create any number of jobs, but the county will pay a \$1,000 cash payment to the company for each job it does create, up to 60 jobs; the comprehensive benefits package is limited to the provision of health insurance; and the claw back is now proportional to the project investment, not the creation of jobs. The average annual salary requirement remains the same.

RECOMMENDATION / PROPOSED ACTION

If the Board approves these changes to the proposed incentives, approve the attached incentives agreement.

ATTACHMENTS:

Description

E-N-G INCENTIVES AGREEMENT

Type

Backup Material

ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT

between

E-N-G MOBILE SYSTEMS, LLC

and

CUMBERLAND COUNTY, NORTH CAROLINA

*Approved by the Board of Commissioners at a Special Meeting March 26, 2019,
Identified as "Project Lifesaver," and Its Regular Meeting January 18, 2022*

THIS ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT is dated the last date executed by either party to be effective according to the terms set forth herein (as may be supplemented or amended, this "Agreement"), and is between **E-N-G MOBILE SYSTEMS, LLC**, a Florida limited liability company previously headquartered in Concord, California, having an office at 2245 Via De Mercados, Concord, California 94520 and now headquartered in Fayetteville, NC, having an office at 810 Tom Starling Rd., Fayetteville, NC 28306 (the "Company"), and **CUMBERLAND COUNTY, NORTH CAROLINA**, a body politic and corporate and a political subdivision of the State of North Carolina, having an address of P.O. Box 1829, Fayetteville, NC 28302-1829 (the "County"). The Company and the County may from time to time hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the Local Development Act of 1925, as amended (Article 1 of Chapter 158 of the North Carolina General Statutes), grants counties the authority to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the County or for other purposes, which the County's governing body finds in its discretion will increase the population, taxable property base and business prospects of the County; and

WHEREAS, the Company has determined that the property located at 810 Tom Starling Road, Fayetteville, North Carolina (the "Property") is a suitable location for its relocation, expansion, or other improvement to manufacture specialty vehicles such as mobile laboratory, wireless/cellular infrastructure, communications, incident command and control, utilities, and other technical applications, or for any other lawful purpose (the "Project"); and

WHEREAS, in connection with that purpose and in accordance with North Carolina General Statutes § 158-7.1, the Cumberland County Board of Commissioners ("Board of Commissioners") held a public hearing on March 26, 2019, regarding the proposed incentives to be provided by the County to the Company, at which time the Company and the Project were identified as "Project Lifesaver," which incentives are set forth in this Agreement; and

WHEREAS, after conducting the public hearing, the Board of Commissioners found such incentives and this Agreement to be in the public interest and to further the public health, safety, and welfare; and

WHEREAS, the Company acknowledges that such incentives are an inducement for the Company to construct and operate the Project in the County; these incentives are necessary for financing the Project; and but for these incentives the Company would likely not have located the Project in the County.

WHEREAS, to induce the Company to create jobs, expand, or improve the Property, the County is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the County and the Company as set forth herein; and

WHEREAS, the purpose of this Agreement is to describe certain inducements to be provided by the County to the Company in connection with the Company's development of the Project on the Property; and

WHEREAS, in consideration of the undertakings and agreements set forth herein, the Company plans to invest in new equipment and improvements on the Property, to create jobs as provided herein, and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the County hereby agree as follows:

ARTICLE 1. DEFINITIONS; RULES OF CONSTRUCTION

1.0. Definitions. In addition to terms defined elsewhere within this Agreement, for all purposes of this Agreement the following defined terms shall have the following meanings:

"Company" means E-N-G Mobile Systems, LLC, a Florida limited liability company, and any parent, subsidiary or affiliate entity or any successor entity resulting from its merger with any other entity having an ownership interest in the Project.

"Economic Development Incentives" means the package of incentives to be provided to the Company by the County to include:

- (a) The County will pay the Company a performance-based cash incentive grant, not to exceed \$60,000, provided the Company creates jobs in accordance with Section 3.4 and 3.5
- (b) The County shall partner with the Company to apply for a One North Carolina Grant up to \$180,000. This local incentive grant shall qualify as the required match for the One North Carolina Grant, provided all required performance metrics are met by the Company

"Facility" means the buildings and structures located at 810 Tom Starling Road, Fayetteville, NC, at which the Company shall operate the Project.

1.1. Rules of Construction. Unless the context otherwise indicates:

- (a) Words implying the singular shall include the plural and vice versa, and words implying the masculine gender shall include the feminine and neuter genders as well;
- (b) Any references to Articles, Sections, or Exhibits are references to Articles, Sections, and Exhibits of this Agreement;

- (c) All references to officers are references to County officers; and
- (d) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction, or effect.

ARTICLE 2. FACILITY AND SITE DEVELOPMENT

- 2.0.** The Company intends to open its first East Coast facility in Cumberland County. The Company intends to create jobs as provided in Section 3.4. and 3.5 and invest in the Property as provided in Section 3.3.

ARTICLE 3. OBLIGATIONS OF THE COMPANY TO DEVELOP AND OPERATE THE PROJECT

- 3.0.** As consideration for receiving the Economic Development Incentives described in this Agreement, the Company agrees that it will develop, operate, and maintain the Project in accordance with all the conditions of this Agreement.
- 3.1.** The Company is leasing the Property and carrying out the Project.
- 3.2.** The Project shall be located at the Facility within Cumberland County, North Carolina.
- 3.3.** The Company and/or its affiliate, East West Carolina, LLC, shall invest at least Two Million, Seven Hundred Thousand Dollars (\$2.7 million) in taxable new equipment and real property improvements on the Property by December 31, 2023.
- 3.4.** The Company agrees that the average yearly wage of all the jobs created by the Project by December 31, 2023, shall be at least Forty-Three Thousand Seven Hundred Fifty Dollars (\$43,750).
- 3.5.** The Company shall provide health insurance for all the full-time employees at the Facility, in at least the minimum amount required for eligibility for tax credits under Article 3J in N.C. General Statute §105-129.83(d).

ARTICLE 4. OBLIGATIONS OF THE COUNTY TO PROVIDE ECONOMIC DEVELOPMENT INCENTIVES

- 4.0.** As consideration for the Company developing, operating, and maintaining the Project in accordance with the conditions stated above, including the conditions that the Company creates and maintains the jobs stated above, maintains operations consistent with this Project, and timely pays all its assessed ad valorem property taxes, the County shall provide the Company the Economic Development Incentives pursuant to the terms of this Agreement.
- 4.1.** The County shall provide financial assistance to the Company through its “Local Incentive Grant”, as hereinafter described. This job creation grant, also qualifying as a “Local Matching Grant,” assists the Company in meeting the requirements of the One NC Fund administered through the North Carolina Department of Commerce. This Local Incentive Grant shall be in consideration of the jobs created at the Facility and all taxable real property improvements and personal property newly installed and used at the Facility.

- 4.2. The amount of the Local Incentive Grant shall be \$1,000 per new job created by the Project by December 31, 2023, up to a total of sixty (60) new jobs, provided that the jobs meet the average yearly wage in accordance with Section 3.4 and have the minimum health insurance benefits in accordance with Section 3.5.
- 4.3. The Company may request payment in a maximum of three (3) installments, between January 1 and March 31 annually, but only after all real and personal property taxes assessed against the Property and the Company, by the County, have been paid annually.
- 4.4. The maximum amount of the Local Incentive Grant shall be Sixty Thousand Dollars (\$60,000).

ARTICLE 5. OBLIGATION TO CEASE UPON OCCURRENCE OF ANY DEFAULT

- 5.0. If at any time the Project should fail to meet any of the obligations, or should the Project or the Company declare bankruptcy, be adjudicated bankrupt, or be determined to be insolvent in any judicial proceeding or by any judicial process, then the Company shall be deemed to be in default of its obligations under this Agreement and the obligation of County to make the performance-based cash incentives grant shall terminate and County shall have no further obligation to the Project or to the Company.

ARTICLE 6. DETERMINATION OF JOBS CREATED AND WAGES

- 6.0. The Company shall certify the number of jobs created and retained and the wages paid for each year of this Agreement to the County's Internal Auditor. The Company shall supplement this certification with documentation in the form of reports required to be filed for state or federal labor, employment, or income tax purposes or with any other documentation satisfactory to the County's Internal Auditor.

ARTICLE 7. OBLIGATION TO REPAY LOCAL INCENTIVE GRANT UPON FAILURE TO MAKE INVESTMENT OR MAINTAIN EMPLOYMENT

- 7.0. If the Company fails to maintain the jobs created or has not made the required investment in equipment and real property improvements, the Company shall be required to repay Local Incentive Grant funds previously distributed as provided in this Section.
 - (a) The Company shall maintain the new jobs created by the Project and for which it received a grant through December 31, 2025. The Company shall repay the County One Thousand Dollars (\$1,000) for each job for which it received a grant not maintained through that date.
 - (b) If the Company and/or its affiliate fails to invest the amount required in Section 3.3, by December 31, 2023, the Company shall repay the County an amount equal to the total Local Incentive Grant paid by the County to the Company, multiplied by the percentage of investment below the required amount, as expressed in the following formula:

$$\text{Repayment} = \left(\frac{\text{Required Investment} - \text{Actual Investment}}{\text{Required Investment}} \right) \times \text{Sum of Payments}$$

- 7.1** If at any time during the Agreement the Company substantially ceases operations at the Facility, the Company shall immediately repay all Local Incentive Grant funds previously disbursed in accordance with this Agreement.

ARTICLE 8. DISCLAIMER OF WARRANTIES

- 8.0.** The Company acknowledges that the County has not designed the Project, or supplied any plans or specifications with respect thereto and that the County:
- (a) Is not a manufacturer of, nor dealer in, any of the component parts of the Project;
 - (b) Has not made any recommendation, given any advice nor taken any other action with respect to the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or to any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof;
 - (c) Has not at any time had physical possession of the Project or any component part thereof or made any inspection thereof (other than in its normal course of inspections, if any, as such relate to construction of any facility in the County) or any property or rights relating thereto; and
 - (d) Has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Company intends therefore, or (iii) is safe in any manner or respect.
- 8.1.** The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including, but not limited to, any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that the Company is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and the Company hereby waives the benefits of any and all implied warranties and representations of the County.
- 8.2.** The provisions of this Article shall survive this Agreement's expiration.

ARTICLE 9. EXPIRATION OF AGREEMENT

- 9.0.** This Agreement shall expire when the obligations of each Party have been fulfilled.

ARTICLE 10. TEMPORARY DELAY IN DIRECT INVESTMENT

10.0. Notwithstanding anything herein to the contrary, if the Company shall be prevented or delayed from making the investment in equipment and real property improvements or creating the number of new full-time jobs stated herein, by reason of :

- (a) Government moratorium;
- (b) Delay in obtaining any governmental or quasi-governmental approvals, permits or certificates, despite reasonable efforts by the Company to obtain same;
- (c) Act of God, including, but not limited to, hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;
- (d) Strike, lockout, or a labor dispute involving entities other than the Company which causes the Company an inability to obtain labor or materials;
- (e) Delay in funding any incentive to or for the benefit of the Company, other than the Annual Incentive Payments; or
- (f) Any other event, other than normal business exigencies, which is beyond the reasonable control of the Company;

then the time within which the Company shall be required to make the investment and create the new jobs shall be equitably adjusted to reflect the effect of such event. The Parties shall negotiate in good faith to make an equitable adjustment in such period.

ARTICLE 11. JOBS AND INVESTMENT TAX CREDITS, IF ANY

11.0. The Parties acknowledge that to the extent there are any current North Carolina laws that make the Company or the Project eligible for credits against its North Carolina corporate income tax or franchise taxes for creating jobs or investing in business property in North Carolina, these benefits are solely provided by the State and the County is not responsible for providing these credits, if any.

ARTICLE 12. ASSIGNMENT

12.0. The Company shall not transfer or assign any interest in or obligation under this Agreement without the prior express written consent of the County.

ARTICLE 13. INDEMNIFICATION

13.0. To the extent permitted by law, the Company agrees to indemnify and hold harmless the County and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of the Company, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the County by the Company does not constitute a waiver of the County's governmental immunity in any respects under North Carolina law.

ARTICLE 14. STATUTORY AUTHORITY; OBLIGATION OF COUNTY

- 14.0.** Both the Company and the County acknowledge and agree that the monies appropriated and expended by the County for local economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance under N.C.G.S. § 158-7.1. Both Parties further acknowledge and agree that this Agreement, to the extent allowed by law, shall be considered a continuing contract and shall be subject to, and controlled by, the provisions of N.C.G.S. § 153A-13. If for any reason it is found by a court of competent jurisdiction by final judgment that N.C.G.S. § 153A-13 does not legally apply to this Agreement, then in such event there shall be no liability on behalf of the County for the failure of this contract to be continuing in nature.

ARTICLE 15. MISCELLANEOUS

- 15.0.** Governing law; venue. The Parties intend that this Agreement shall be governed by the law of the State of North Carolina without regard to the conflict of law provisions thereof. The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

15.1. Notices.

- (a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement; and
- (b) All communications required or permitted hereunder may be delivered personally, or sent by certified mail, return receipt requested, or by a nationally recognized overnight courier to the following addresses, unless the parties are subsequently notified of any change of address:

To Company: President
 E-N-G Mobile Systems.
 810 Tom Starling Rd.
 Fayetteville, NC 28306

To County: County Manager
 P.O. Box 1829
 Fayetteville, NC 28302

- 15.2.** Severability. If any provision of this Agreement shall be determined to be unenforceable or invalid for any reason, the parties agree, that shall not affect any other provision of this Agreement if they may continue to conform with the purposes of this Agreement and the requirements of applicable law.
- 15.3.** Entire Agreement; Amendments. This Agreement, including any exhibits which may be attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the Parties. This Agreement shall not be changed except in writing signed by both Parties.

- 15.4. Binding Effect.** Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.
- 15.5. Liability of Officers and Agents.** No officer, agent, or employee of the County or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.
- 15.6. Counterparts.** This Agreement shall be executed in several and separate counterparts. Each shall be an original, but all of them together shall constitute the same instrument.
- 15.7. E-Verify.** The Company acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. The Company further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C.G.S. § 64-26(a). The Company pledges, attests and warrants through execution of this contract that the Company complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by the Company shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this contract.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate and governmental names, respectively by their duly authorized officers, all as of the dates indicated with the signature for each.

[Signature Page Follows]

E-N-G MOBILE SYSTEMS, LLC

By: _____
General Manager

Date Signed: _____

ATTEST:

Deputy General Manager

CUMBERLAND COUNTY, NORTH CAROLINA

(SEAL)

By: _____
Amy Cannon, County Manager

Date Signed: _____

ATTEST:

Candice White, Clerk to the Board

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

Vicki Evans, Finance Officer

Approved for legal sufficiency:

Rickey L. Moorefield, County Attorney

Prepared by R. Moorefield, Co. Atty., 12-31-2021



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 12/15/2021

SUBJECT: UPDATE ON HOPE MILLS PLANNING SERVICES

Requested by: AMY H. CANNON, COUNTY MANAGER

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

BACKGROUND

Hope Mills' new Town Manager, Scott Meszaros, and his staff met with County Planning staff recently regarding future growth plans for their Town. Based upon growing development trends in their area, Hope Mills has informed me that they will be assuming all day-to-day planning-related review activities as a function of the Town (see attached letter). Historically, County Planning and Inspections has provided subdivision review, development plan review, rezoning case reviews, etc.

County Planning staff believes this change will relieve a noticeable amount of day-to-day review activities and allow County staff to place a greater emphasis on other duties and responsibilities. Hope Mills is growing rapidly and evolving into a full service municipality. The provision of in-house Planning Services by the Town is a sign of that continuing evolution and growth.

County Planning staff will continue to work with Hope Mills to provide basic services such as GIS mapping and E911 addressing. Additionally, Hope Mills will still remain engaged on the Joint Planning Board (JPB) for now. Hope Mills indicated that in the next 1-2 years they intend to transition off the JPB to their own Planning Board. However, they need to work on this administrative transition first.

Staff is recommending this administrative transition become effective January 17, 2022.

RECOMMENDATION / PROPOSED ACTION

No action is required. This is for information purposes only.

ATTACHMENTS:

Description

Hope Mills Planning Request Letter

Type

Backup Material



TOWN OF HOPE MILLS

5770 ROCKFISH ROAD • HOPE MILLS, NORTH CAROLINA 28348-1848
TELEPHONE (910) 424-4555 • FAX (910) 424-4902

December 2, 2021

Mr. Rawls Howard, Director
Planning & Inspections Division
Cumberland County
130 Gillespie Street
Fayetteville, NC 28301

Mr. Howard and Honorable County Commissioners,

Following up after our meeting yesterday afternoon, I am providing you with this written notification regarding the Town of Hope Mills intention and work plan to move forward with internal Planning Services which will reduce the County processing efforts and the intake of several of the Town's development processes.

We will be taking over all intake of applications and processing to include; site plan approvals, rezoning, variances, subdivisions, as well as the review and processing, staff reports, advertising and notices of such applications within our municipal boundaries.

County Services to include GIS Mapping, addressing and enumerations, Plat recordation and Joint Planning Commission will continue as they have been provided historically.

Our Planning Staff will be providing your team with our development materials and packets for inclusion in the Joint Planning Board Agendas and we will adhere to your schedules and timeframes.

We are in the process of hiring an additional Planner to assist our Planning & Economic Development Director Mr. Chancer McLaughlin in the next month or two.

We intend to begin this transition in January of 2022 and we are extremely appreciative of your staff's willingness to help and assist us through this transition towards conducting these services. You have been most helpful as we venture into this new work flow and take on these duties and responsibilities which you have provided for us over the past several years.

Sincerely,

Scott W. Meszaros CMC, ICMA-CM
Town Manager
910-426-4114
smeszaros@townofhopemills.com



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 1/13/2022

SUBJECT: UPDATE ON RENOVATION OF 500 EXECUTIVE PLACE

Requested by: COMMISSIONER JIMMY KEEFE

Presenter(s): COUNTY MANAGEMENT

BACKGROUND

Commissioner Keefe requested an update on the renovation of the 911 Center/EOC located at 500 Executive Place to include grants, additional change orders, whether the project is still within budget and whether the project is on schedule to open in June 2022.

RECOMMENDATION / PROPOSED ACTION

Information only.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY CANNON, COUNTY MANAGER

DATE: 1/7/2022

SUBJECT: ARP UPDATE

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): AMY CANNON, COUNTY MANAGER

BACKGROUND

The ARP Committee met on December 22, 2021 and is meeting on January 11, 2022. The County Manager will provide the full Board with an update at the Agenda Session.

RECOMMENDATION / PROPOSED ACTION

No action needed. For information purposes only.

ATTACHMENTS:

Description	Type
ARPA GRANT PROJECT ORDINANCE	Backup Material
Subsection 3 - Policy No. 3.8 - Policy for Allowable Costs and Cost Principles for Expenditures	Backup Material
POLICY Aid to Nonprofit Organizations	Backup Material
DRAFT RFP FOR NONPROFIT ORGANIZATIONS	Backup Material
Policy- Small Business Economic Assistance	Backup Material
small business application	Backup Material
RFP for Owner's Representative - Commercial Real Estate	Backup Material



GRANT PROJECT BUDGET ORDINANCE #220015

AMERICAN RESCUE PLAN ACT OF 2021: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

The Cumberland County Board of Commissioners hereby adopts the following Grant Project Ordinance in accordance with North Carolina General Statutes 159-13.2:

Section 1. This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF). Cumberland County has received the first tranche in the amount of \$32,584,345 of CSLFRF funds. The total allocation is \$65,168,690, with the remainder to be distributed to Cumberland County within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Provide services to disproportionately impacted communities to include providing housing support, healthy childhood environments, social, emotional and mental health services;
4. Provide premium pay for essential workers offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors;
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.
6. Revenue replacement; and,
7. Administrative expenses.

Section 2. The following amounts are appropriated for the project and authorized for expenditure:

ARPA Reporting Code	Fund 240 Expenditure Category	Project Description	Cost Object	Appropriation of CSLFRF Funds	Project Allocation Total
1.11	Public Health (2404551)	Substance Use Services: purchase Narcan for distribution to the Sheriff's Office and County Fire Departments.	Medical Supplies	\$ 140,000	\$ 140,000
2.2	Address Negative Economic Impacts (2404552)	Mortgage Assistance: Make funding available to assist residents at risk of foreclosure.	Contracted Services	2,000,000	2,000,000
2.5	Address Negative Economic Impacts (2404552)	Rental Assistance: Make funding available to assist renters at risk of eviction.	Contracted Services	1,500,000	1,500,000
2.7	Address Negative Economic Impacts (2404552)	Job Training Assistance: Trade job training programs in partnership with FTCC, Mid-Carolina COG - Workforce Development, and Cumberland County Schools.	Contracted Services	2,000,000	2,000,000
2.9	Address Negative Economic Impacts (2404552)	Small Business Economic Assistance: Aid to small businesses affected by COVID-19 impacts.	Contracted Services	3,500,000	3,500,000
2.10	Address Negative Economic Impacts (2404552)	Aid to Nonprofit Organizations: Aid to nonprofits serving residents affected by COVID-19 impacts.	Contracted Services	3,500,000	3,500,000
3.10	Support Disproportionately Impacted Communities (2404553)	Housing Support: Affordable Housing - New construction of multi-family housing developments in Shaw Heights (QCT 24.01).	Engineering/Construction	10,000,000	10,000,000
3.11	Support Disproportionately Impacted Communities (2404553)	Housing Support: Services for Unhoused Persons - Planning funding for a homeless shelter to determine number of beds, who will be served, how large facility should be, construction cost, operational questions and other aspects.	Engineering/Construction	250,000	250,000
3.12	Support Disproportionately Impacted Communities (2404553)	Housing Support: Other housing assistance - First-time home buyers' program.	Contracted Services	2,500,000	2,500,000
5.5	Water/Sewer Infrastructure (2404555)	Clean Water: Other Sewer Infrastructure - Construction of a sanitary sewer system to be located in Shaw Heights (QCT 24.01).	Engineering/Construction	12,000,000	12,000,000
5.5	Water/Sewer Infrastructure (2404555)	Clean Water: Other Sewer Infrastructure - Construction of a sanitary sewer system to be located in the Gray's Creek Water and Sewer District.	Engineering/Construction	10,000,000	10,000,000
1.7	BOC Meeting Room	Physical plant changes to Public Facilities that respond to the COVID-19 Public Health Emergency.	Engineering/Construction	3,000,000	3,000,000
7.1	Administration (2404557)	Administration/Contingency – 3.5 County positions to manage CSLFRF programs and compliance requirements.			6,500,00
			Salaries	1,321,348	
			Benefits	514,616	
			Unassigned	4,664,037	
NA	Unallocated Funds	Funds to be allocated at future date	Unallocated Funds	8,278,690	
TOTAL				\$ 65,168,690	\$ 65,168,690

Section 3. The following revenues are anticipated to be available to complete the project:

CSLFRF Funds:	\$65,168,690
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Section 4. The Finance Director is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5. The Finance Director is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 6. Within five days after adoption, copies of this ordinance shall be filed with the Finance Officer, Budget Officer, and Clerk to the Board, to be kept on file by them for their direction in the disbursement of County funds for this project.

Section 7. This grant project ordinance shall expire on December 31, 2026, or when all the CSLFRF funds have been obligated and expended by the County, whichever occurs sooner.

Adopted this _____ day of _____, 2022.

Attest:

Clerk to the Board

Chairman, Board of County Commissioners

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

1.0 PURPOSE

Cumberland County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARPA/CSLFRF). A separate ARPA fund has been established through an ARPA Grant Project Ordinance to budget and account for receipt and use of the funds.

2.0 SCOPE

These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Provide services to disproportionately impacted communities to include providing housing support, healthy childhood environments, social, emotional and mental health services;
4. Provide premium pay for essential workers offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors;
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.
6. Revenue replacement; and,
7. Administrative expenses.

These funds are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the [Assistance Listing](#); and the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

ARPA/CSLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that ARPA/CSLFRF Funds may not be used for a non-

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

Federal cost share or match, where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the ARPA/CSLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the ARPA/CSLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the ARPA/CSLFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
- b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of ARPA/CSLFRF award funds; and

Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARPA/CSLFRF funds; and Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

- (a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
- (b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.
- (c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- (d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles and must provide for adequate documentation to support costs charged to the Federal award.
- (e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.
- (f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
- (g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award.

3.0 STATEMENT OF THE POLICY

Cumberland County hereby adopts and enacts the following US Cost Principles Policy for the expenditure of ARPA/CSLFRF funds.

ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

[Title 2 U.S. Code of Federal Regulations Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARPA/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARPA/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising). Cumberland County shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARPA/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARPA/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Cumberland County Finance Director who is charged with the administration and financial oversight of the ARPA/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARPA/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the Cumberland County Attorney's Office. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARPA/CSLFRF funds must meet the following general criteria:

1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of Cumberland County or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARPA/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to Cumberland County, its employees, the public at large, and the federal government.
- Whether Cumberland County significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARPA/CSLFRF award's cost.

- 2. Be allocable to the ARPA/CSLFRF federal award.** A cost is allocable to the ARPA/CSLFRF award if the goods or services involved are chargeable or assignable to the ARPA/CSLFRF award in accordance with the relative benefit received. This means that the ARPA/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARPA/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

- 3. Be authorized and not prohibited under state or local laws or regulations.**
- 4. Conform to any limitations or exclusions set forth in the principles, federal laws, ARPA/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**
- 5. Be consistent with policies, regulations, and procedures that apply uniformly to both the ARPA/CSLFRF federal award and other activities of Cumberland County.**

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

6. **Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.
7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**
8. **Be net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARPA/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.
9. **Be adequately documented.**

SELECTED ITEMS OF COST

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

The Cumberland County Finance Department is responsible for determining cost allowability and must be familiar with the Selected Items of Cost. Cumberland County must follow the applicable regulations when charging these specific expenditures to the ARPA/CSLFRF grant. Cumberland County Finance Department personnel will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, Cumberland County policies and procedures, and program-specific rules may deem a cost as unallowable, and Cumberland County personnel must follow those non-federal rules as well.

Exhibit A identifies and summarizes the Selected Items of Cost.

DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARPA/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARPA/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, Cumberland County may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

- (a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in [§ 200.475](#)). Unallowable costs include:
- (1) Salaries and expenses of the Office of the Governor of a [state](#) or the chief executive of a [local government](#) or the chief executive of an [Indian tribe](#);
 - (2) Salaries and other expenses of a [state](#) legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
 - (3) Costs of the judicial branch of a government;
 - (4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in [§ 200.435](#)); and

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

(5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For [Indian tribes](#) and Councils of Governments (COGs) (see definition for *Local government* in [§ 200.1](#) of this part), up to 50% of salaries and expenses directly attributable to managing and operating [Federal programs](#) by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARPA/CSLFRF-funded project is authorized, the Cumberland County Finance Department must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARPA/CSLFRF funds.

- Local government personnel must submit proposed ARPA/CSLFRF projects to Cumberland County's ARPA Staff Committee for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item, on the Budget Template for ARPA Projects spreadsheet.
- Along with a general review of project eligibility by the County Attorney's Office and conformance with other governing board management directives, the finance department members of the ARPA Staff Committee must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury. The NCUG Allowable Costs Tracking Spreadsheet will be utilized in reviewing costs.
- If a proposed project includes a request for an unallowable cost, the ARPA Staff Committee will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed project budget is pre-approved by the ARPA Staff Committee the assigned Finance Accountant must confirm actual obligations and expenditures to the pre-approved project budget. Note: Finance Director shall designate a backup in the absence of the assigned Finance Accountant for the responsibilities noted within this policy.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the assigned Finance Accountant must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the assigned Finance Accountant will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

- The assigned Finance Accountant must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the assigned Finance Accountant will approve the invoice and then proceed through Cumberland County's normal disbursement process.
- If any cost item is deemed unallowable, the assigned Finance Accountant will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARPA/CSLFRF funds. The Finance Director may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. Cumberland County's governing board must approve any allocation of other funds for this purpose.
- The assigned Finance Accountant must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

COST TRANSFERS

Any costs charged to the ARPA/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding. Cumberland County will seek reimbursement and may pursue collection efforts, if necessary, from contractors and/or sub-recipients for any ARPA/CSLFRF that have been found to be disallowed.

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal)

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

		entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-8: Policy for Allowable Costs and Cost Principles for Expenditures of
American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds
(ARPA/CSLFRF)

Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

Policy History: (ARPA committee 1-11-22; Adopted 1-18-22)

<END>

The following policy was approved at the _____ Board of Commissioner's meeting.

Cumberland County

Section I – Board Approved Policies

Subsection 10: American Rescue Plan Act of 2021

Policy No. 10-2.10: Aid to Nonprofit Organizations Serving Residents Affected by COVID-19 Impacts

1.0 PURPOSE

Cumberland County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARPA/CSLFRF). The Board of Commissioners approved allocating ARPA funding to nonprofit organizations that conduct programs and projects that help the community recover from and respond to COVID-19 and its negative impacts and to aid in a strong and equitable recovery.

2.0 SCOPE

The County will seek proposals from nonprofit organizations for projects or programs to help the Cumberland County community respond to and recover from COVID-19. Proposals should align with the priorities of ARPA funding and further the County Board of Commissioners' goals. Collaborative proposals are welcome and collaborating nonprofit organizations should select a lead entity for application submission and contracting purposes.

Funded projects must:

- Meet the eligible use of funds for Coronavirus State and Local Fiscal Recovery Funds, per [U.S. Treasury guidance](#)
- Meet the eligible use of funds per the [Federal Office of Management and Budget Uniform Guidance](#).
- Meet a public purpose and fall within County authority to fund per NC General Statutes, to be affirmed and reviewed by the Cumberland County legal department prior to execution of a contract or funding agreement.
- Identify and directly address a need or negative impact of the COVID-19 public health emergency
- Support equitable outcomes for most impacted populations
- Leverage and align with other funding sources
- Make best use of this one-time infusion of resources
- Provide performance reporting regarding use of funds and project impact
- Comply with all provisions of the funding contract, including expenditure tracking and federal subrecipient monitoring include costs incurred no earlier than March 3, 2021
- All funds must be obligated by December 31, 2024
- Complete all work and fully expend all funds by December 31, 2026

3.0 STATEMENT OF THE POLICY

Cumberland County will solicit funding requests through a competitive Request for Proposal process. Proposals will be assessed by members of the Cumberland County ARPA Staff Committee using a scoring tool. Proposals need to clearly demonstrate eligibility under ARPA guidance and must include a budget utilizing the Budget Template for ARPA Projects form.

Programs must be reasonably connected to a legitimate aim of government and the ultimate gain must be in the public's interest, not that of the private entity. Recommendations will be presented to the commissioners' ARP Committee. The ARP Committee funding recommendations will go to the full Board of Commissioners for approval. Once grants are awarded, contracts will be established in compliance with the Fiscal Recovery Compliance and Reporting Guidance and general federal subrecipient requirements.

The ARPA Staff Committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals.

- Amount of Funds Requested
- Recovery Fund Eligible Category
- Project Plan
- Statement of Need
- Link to COVID-19
- Population Served
- Results
- Evaluation
- Equity Impact
- Project Partners
- Organizational Capacity
- Budget
- Special Considerations
- Federal, State or Local Assistance Related to COVID-19 previously applied for and/or received

4.0 IMPLEMENTATION

The Assistance to Nonprofit Organization program will be implemented internally by the County. A Cumberland County ARPA Staff Committee will vet the requests for proposals using a scoring instrument.

Recommendations for funding will be presented to the ARP Committee with final approval coming from the Board of Commissioners. A contractual relationship will be established between the County and the nonprofit to ensure compliance with county, state and federal guidelines.

Implementation and enforcement of this policy shall be the responsibility of County Administration, Finance, and Legal.

DRAFT



RFP-22-15-CTY

RFP FOR AID TO NONPROFIT ORGANIZATIONS

CUMBERLAND COUNTY

**Requests Proposals for Projects to Help the
Community Recover from and Respond to
COVID-19 and its Negative Economic Impacts**

**The American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery
Funds**

Date of Issue: January 19, 2022

Proposal Submission Deadline: February 18, 2022, 4:30 PM ET

Direct all inquiries concerning this RFP to:

Lorena Santos

Purchasing Manager

Email: cumberlandpurchasing@co.cumberland.nc.us

Phone: 910-678-7743

TABLE OF CONTENTS

1.0 PURPOSE AND BACKGROUND

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

2.2 PROPOSAL SUBMITTAL

2.3 PROPOSAL QUESTIONS

2.4 PRE-PROPOSAL FUNDING WORKSHOP

2.5 RFP TERMS AND CONDITIONS

3.0 NOTICES TO NONPROFIT

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

3.2 METHOD OF AWARD

3.3 EVALUATION CRITERIA

4.0 SCOPE OF WORK AND NONPROFIT PROPOSAL CONTENT REQUIREMENTS

4.1 ELIGIBILITY

4.2 PROJECT REQUIREMENTS

4.3 NONPROFIT PROPOSAL REQUIREMENTS

5.0 REQUIREMENTS

5.1 CONTRACT TERM

5.2 AMOUNT OF FUNDS REQUESTED

5.3 NONPROFIT REPRESENTATIONS

6.0 GENERAL TERMS AND CONDITIONS

ATTACHMENT A: EXECUTION OF PROPOSAL

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

ATTACHMENT C: BUDGET TEMPLATE

RFP-22-15-CTY RFP FOR AID TO NONPROFIT ORGANIZATIONS

1.0 PURPOSE AND BACKGROUND

Cumberland County requests proposals from nonprofit organizations for projects to help the community recover from and respond to COVID-19 and its negative economic impacts.

Cumberland County has been awarded \$65.2 million in Coronavirus State and Local Fiscal Recovery Funds (Recovery Funding), as part of the American Rescue Plan Act. This infusion of federal resources is intended to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Cumberland County is committed to investing these funds in projects that:

- Align to county strategic priorities and community objectives
- Support equitable outcomes for most impacted populations
- Leverage and align with other governmental funding sources
- Make best use of this one-time infusion of resources
- Have a lasting impact

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the nonprofit agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a nonprofit is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the nonprofit is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.3.

Nonprofits shall populate all attachments of this RFP that require the nonprofit to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

RFP-22-15-CTY RFP FOR AID TO NONPROFIT ORGANIZATIONS

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>PROPOSAL TITLE:</i> <i>22-15-CTY</i> <i>RFP FOR AID TO NONPROFIT ORGANIZATIONS</i></p> <p>Cumberland County Finance Office Attn: Lorena Santos, Purchasing Manager PO Box 1829 Fayetteville, NC 28302</p>	<p><i>PROPOSAL TITLE:</i> <i>22-15-CTY</i> <i>RFP FOR AID TO NONPROFIT ORGANIZATIONS</i></p> <p>Cumberland County Finance Office Attn: Lorena Santos, Purchasing Manager 117 Dick Street 4th Floor, Room 451 Fayetteville, NC 28301</p>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above **on or before February 18, 2022, at 4:30 PM per the clock located in the Finance Department**, the proposal deadline regardless of the method of delivery. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier, or other delivery service is entirely on the nonprofit. It is the sole responsibility of the nonprofit to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

- Submit **one (1) signed, original executed** proposal responses, **five [5] photocopies**, and **two [2] electronic copies** on a USB flash drive.
- Submit your proposal in a sealed package. **Clearly mark each package with: (1) Nonprofit name; (2) the RFP number; and (3) the due date.** Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- The two (2) electronic copies of your proposal must be provided on USB flash drives. The files on the USB flash drives **SHALL NOT** be password protected, shall be in .PDF and/or .XLS format, and shall be capable of being copied to other media including being readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/MSS/Nonprofits/VProposals/SearchResults.aspx>. Nonprofits who submit a notice of intent to bid to email (CumberlandPurchasing@co.cumberland.nc.us) will receive addendums by email.

It shall be the nonprofit's responsibility to read the Instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Nonprofits also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Nonprofits have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. If the County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The County may also elect to leave

RFP-22-15-CTY RFP FOR AID TO NONPROFIT ORGANIZATIONS

open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and answer period. Other than through this process, the County rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Nonprofit's proposal. This applies to any language appearing in or attached to the document as part of the Nonprofit's proposal that purports to vary any terms and conditions or Nonprofits' instructions herein or to render the proposal non-binding or subject to further negotiation. Nonprofit's proposal shall constitute a firm offer. By execution and delivery of this RFP Response, the Nonprofit agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Nonprofit's proposal as nonresponsive.

2.3 PROPOSAL QUESTIONS

Upon review of the RFP documents, Nonprofits may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Nonprofits shall submit any such questions by the above due date.

Written questions shall be emailed to cumberlandpurchasing@co.cumberland.nc.us by January 26, 2022, at 3 PM. Nonprofits should enter "RFP Title 22-15-CTY RFP for Nonprofit Organizations- Questions" as the subject of the email. Questions submittals should include a reference to the applicable RFP section. Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any Cumberland County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

2.4 PRE-PROPOSAL FUNDING WORKSHOP

A virtual workshop will be held on Monday, January 24, 2022, from 3:30 to 5:00 p.m. This session is optional for nonprofits. Sign up by emailing Lorena Santos, Purchasing Manager, at cumberlandpurchasing@co.cumberland.nc.us. During the online session, staff will provide information about the RFP. All questions and responses from the session will be posted in the form of an addendum, and a recording of the session will be published. Nonprofit is cautioned that any information released to attendees during the pre-proposal conference must be confirmed by written addendum before it is considered to be a part of this proposal.

2.5 RFP TERMS & CONDITIONS

It shall be the nonprofit's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Nonprofits also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Nonprofit's proposal shall constitute a firm offer.

If a nonprofit desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3.0 PURPOSE AND BACKGROUND

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each non-profit submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Finance Department as designated in this RFP. A non-profit who does not comply with this provision may be disqualified from award of a contract.

! IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, unless the nonprofit has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing. Nonprofit's notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the nonprofit how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Nonprofit's submission of a proposal after receipt of this notice from the County Finance Departments shall be deemed to be acceptance of the County Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify nonprofit of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Nonprofit(s) meeting the RFP requirements and best fits the needs of the County.

Cumberland County reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Nonprofit and its staff, and cost. Nonprofits are cautioned that this is a request for offers, not an offer or request to contract, and the County reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the County.

3.3 EVALUATION CRITERIA

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

RFP-22-15-CTY RFP FOR AID TO NONPROFIT ORGANIZATIONS

- Amount of Funds Requested
- Recovery Fund Eligible Category
- Project Plan
- Statement of Need
- Federal, State or Local Assistance Related to COVID-19 Previously Applied for and/or received
- Link to COVID-19
- Population Served and Connection to Qualified Census Tracts
- Results
- Evaluation
- Equity Impact
- Project Partners
- Organizational Capacity
- Budget
- Special Considerations

4.0 SCOPE OF WORK

4.1 ELIGIBILITY

Proposals will be accepted from nonprofit organizations and proof of nonprofit status is required. Collaborative proposals are welcome and collaborating nonprofit organizations should select a lead entity for application submission and contracting purposes.

4.2 PROJECT REQUIREMENTS

Funded projects must:

- Meet the eligible use of funds for Coronavirus State and Local Fiscal Recovery Funds, per U.S. Treasury guidance
- Meet the eligible use of funds per the Federal Office of Management and Budget Uniform Guidance.
- Meet a public purpose and fall within County authority to fund per NC General Statutes, to be affirmed and reviewed by the Cumberland County legal department prior to execution of a contract or funding agreement.
- Identify and directly address a need or negative impact of the COVID-19 public health emergency
- Support equitable outcomes for most impacted populations
- Leverage and align with other funding sources
- Make best use of this one-time infusion of resources
- Provide performance reporting regarding use of funds and project impact on a quarterly basis
- Include an approved budget utilizing the County's Budget Template and track and report expenditures utilizing the same form
- Comply with all provisions of the funding contract, including expenditure tracking and federal subrecipient monitoring include costs incurred no earlier than March 3, 2021
- All funds must be obligated by December 31, 2024
- Complete all work and fully expend all funds by December 31, 2026

4.3 NONPROFIT PROPOSAL REQUIREMENTS

Nonprofits shall populate all attachments of this RFP that require the Nonprofit to provide information and include an authorized signature where requested. Nonprofit RFP responses shall include the following items in the following order:

Name of Organization

Organization's Address

Primary Contact Title

Primary Contact Email, Phone Number

Name of Project

Amount of Funds Requested

Recovery Funding Eligibility Category

Please select one:

- Prevent and mitigate COVID-19
- Enhance behavioral and mental health services
(Such as psychotherapy, crisis support services and recovery support services)
- Improve the design and execution of health and public health programs
- Address disparities in public health outcomes
- Assistance to households
- Small business and non-profit support¹
- Aid to impacted industries
- Assistance to unemployed workers (such as job training programs; childcare assistance and transportation assistance)
- Improve efficacy of economic relief programs
- Services for disproportionately impacted communities
(Such as those individuals residing in a qualified census tract)

Proof of Nonprofit Status

Brief Project Description: Provide a short summary of your proposed project.

Project Plan: Explain how the project will be structured and implemented, including timeframe.

Statement of Need: Describe the need that this project will address. Include data to demonstrate the need and cite the source of the data.

RFP-22-15-CTY RFP FOR AID TO NONPROFIT ORGANIZATIONS

Federal, State or Local Assistance Related to COVID-19 Previously Applied for and/or received

Link to COVID-19: Identify a health or economic harm resulting from or exacerbated by the public health emergency, describe the nature and extent of that harm, and explain how the use of this funding would address such harm.

Population Served: Define the population to be served by this project, including volume and demographic characteristics of those served.

Results: Describe the proposed impact of the project. List at least 3 performance measures that will be tracked and reported. If possible, include baselines and goals for each performance measure.

Evaluation: Describe the data collection, analysis, and quality assurance measures you will use to assure ongoing, effective tracking of contract requirements and outcomes.

Equity Impact: How will this effort help build toward a just, equitable, and sustainable COVID-19 recovery? How are the root causes and/or disproportionate impacts of inequities addressed?

Project Partners: Identify any subcontractors you intend to use for the proposed scope of work. For each subcontractor listed, indicate: 1.) What products and/or services are to be supplied by that subcontractor and 2.) What percentage of the overall scope of work that subcontractor will perform. Also, list non-funded key partners critical to project.

Capacity: Describe the background, experience, and capabilities of your organization or department as it relates to capacity for delivering the proposed project and managing federal funds.

Budget: Provide a detailed project budget including all proposed project revenues and expenditures, including explanations and methodology utilizing **the Budget Template (Attachment C)**. For all revenue sources, list the funder and denote whether funds are confirmed or pending. For project expenses, denote all capital vs. operating costs, and reflect which specific expenses are proposed to be funded with one-time Cumberland County Recovery Funds (on a reimbursement basis).

Special Considerations: Provide any other information that might assist the County in its selection.

5.0 REQUIREMENTS

5.1 CONTRACT TERM

Contract term will vary depending on project. All work must be completed and funds fully expended by December 31, 2026.

5.2 AMOUNT OF FUNDS REQUESTED

Proposal shall include the total amount of funds requested to complete the proposed project. Nonprofit shall not invoice for any amounts not specifically allowed for in this RFP.

5.3 NONPROFIT'S REPRESENTATIONS

- a) Nonprofit warrants that qualified personnel shall provide Services under this proposed project in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry.

RFP-22-15-CTY RFP FOR AID TO NONPROFIT ORGANIZATIONS

Nonprofit agrees that it will not enter any agreement with a third party that may abridge any rights of the County under this Contract.

- b) Unless otherwise expressly provided herein, Nonprofit will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Nonprofit to provide and deliver the Services and Deliverables.
- c) Nonprofit warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Nonprofit has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Nonprofit that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

6.0 GENERAL TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Nonprofit's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Nonprofits or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Nonprofit's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** Cumberland County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Nonprofit, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Nonprofit shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
 - All copies of the proposal are printed double sided.
6. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Cumberland County is committed to retaining vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Nonprofits certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified nonprofits as subcontractors on County contracts.
7. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any

RFP-22-15-CTY RFP FOR AID TO NONPROFIT ORGANIZATIONS

company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Cumberland County by any company identified in a) or b) above shall be void *ab initio*.

8. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
9. **INFORMAL COMMENTS:** Cumberland County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Nonprofit in preparing or submitting offers are the Nonprofit's sole responsibility; Cumberland County will not reimburse any Nonprofit for any costs incurred or associated with the preparation of proposals.
11. **AVAILABILITY OF FUNDS:** Any and all payments to the Nonprofit shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
12. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
13. **PAYMENT TERMS:** Payment terms will be Net 30 days after receipt of an accurately submitted invoice.
14. **NON-DISCRIMINATION:** The Nonprofit will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
15. **ADVERTISING:** Nonprofit agrees not to use the existence of The Contract or the name of Cumberland County as part of any commercial advertising or marketing of products or Services. A Nonprofit may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.
16. **INSURANCE:** Providing and maintaining adequate insurance coverage is a material obligation of the NONPROFIT and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The NONPROFIT shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the NONPROFIT shall not be interpreted as limiting the NONPROFIT'S liability and obligations under the Contract.

During the term of the Contract, the NONPROFIT at its sole cost and expense shall provide commercial

RFP-22-15-CTY RFP FOR AID TO NONPROFIT ORGANIZATIONS

insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

17. **GENERAL INDEMNITY:** The Nonprofit shall hold and save Cumberland County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Nonprofit in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Nonprofit provided that the Nonprofit is notified in writing within 30 days from the date that the County has knowledge of such claims. The Nonprofit represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Nonprofit deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
18. **CONFIDENTIALITY:** Any County information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Nonprofit under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Cumberland County.
19. **COMPLIANCE WITH LAWS:** Nonprofit shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
20. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Nonprofit's proposal are incorporated herein by reference as though set forth verbatim.
All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
21. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the County and the Nonprofit.
22. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County under applicable law. The waiver by the County of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
23. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
24. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the

RFP-22-15-CTY RFP FOR AID TO NONPROFIT ORGANIZATIONS

County under applicable law.

- 25. FEDERAL TERMS AND CONDITIONS APPLY:** As such, federal laws, regulations, policies and related administrative practices apply. The most recent of such federal requirements, including any amendments made after the execution of a Contract shall govern the Contract, unless the federal government determines otherwise. The Nonprofit is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

DRAFT

ATTACHMENT A: EXECUTION OF PROPOSAL

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

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

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

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

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

NONPROFIT:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO NONPROFITS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF NONPROFIT:		FAX NUMBER:
NONPROFIT'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Nonprofit, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Nonprofit 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 Nonprofit's Authorized Official

Name and Title of Nonprofit's Authorized Official

Date

ATTACHMENT C: BUDGET TEMPLATE

OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Cost Items	Grant Project
		<i>Project Name</i>
		<i>Project ID</i>
200.430	Personnel (Salary and Wages)	\$0.00
200.431	Fringe Benefits	\$0.00
200.475	Travel	\$0.00
200.439	Equipment & Other Capital	\$0.00
200.453	Material & Supplies	\$0.00
200.318	Contractual Services	\$0.00
200.459	Consultant (Professional Service)	\$0.00
200.465	Occupancy (Rent and Utilities)	\$0.00
200.471	Telecommunications	\$0.00
200.473	Training and Education	\$0.00
	Additional Cost Item(s) -- add lines as needed	\$0.00
	Total Project Budget	\$0.00

The following policy was approved at the _____ Board of Commissioner's meeting.

Cumberland County

Section I – Board Approved Policies

Subsection 10: American Rescue Plan Act of 2021

Policy No. 10-2.9: Small Business Economic Assistance

1.0 PURPOSE

Cumberland County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARPA/CSLFRF). The Board of Commissioners approved allocating ARPA funding to establish a Small Business Economic Assistance Program (SBEAP) in response to the economic impacts experienced by small businesses as a result of the COVID-19 pandemic. This program describes eligible activities as defined in 31 CFR Part 35.

2.0 SCOPE

Funds are made available by the U.S. Department of Treasury through Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) and are administered by the Cumberland County ARP Staff Committee. The goal is to provide up to \$50,000 in financial assistance to small for-profit businesses that faced economic hardship due to the pandemic. For the purpose of this program Cumberland County has defined a small business as a business with no more than two hundred and fifty (250) employees (including the owner) at the time of application submission.

As defined in the federal guidance in the CSLFRF Final Rule, Funds may be used for the following:

- Payroll;
- Mortgages;
- Rent;
- Costs associated with mitigation or prevention of COVID-19 such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs;
- Technical assistance, counseling, or other services to assist with business planning needs; and
- Other operating costs as a result of the public health emergency and measures taken to contain the spread of the coronavirus.

Funding for activities will be approved based on the business needs on or after March 3, 2021.

Funds under this Program may not be used to:

- Pay off non-business debt, such as personal credit cards for purchases not associated with the business;
- Purchase personal expenses such as buying a new family car or making repairs to a participant's home;
- Direct financing to political activities or paying off taxes and fines; and
- Purchase personal items or support other businesses in which the owner may have an interest.

3.0 STATEMENT OF THE POLICY

For-profit businesses operating within Cumberland County employing no more than two hundred and fifty (250) individuals at the time of application submission may apply.

1. The business must be located in a Qualified Census Tract (QCT) or employing individuals (at least 51% of total employees) with a household income at or below the income limits established in Appendix A;
2. The business must possess the capacity to be successful with the use of the program funds;
3. If the business is a sole proprietorship or a partnership, each person owning an interest in the business must be at least 18 years old;
4. The business must have a valid tax identification number consisting of the owner's social security number, if the business is a sole proprietorship or Federal Employer Identification Number, if the business is other than a sole proprietorship; a State Employer Number; and a business bank account in the name of the business;
5. If the business is a corporation, limited liability company or limited partnership, it must be registered in good standing with the North Carolina Secretary of State;
6. The business must not currently be in bankruptcy; if the business is a sole proprietorship or a partnership no person owning an interest in the business may currently be in bankruptcy;
7. The business is current with property taxes and any fees that are collected with property taxes, or has a payment plan in place with the tax collector; and
8. Business will have general liability insurance in policy with sufficient coverage in place at the time the assistance is received.

Certain business types are ineligible to apply. This includes but is not limited to businesses owned in part or fully by Cumberland County employees, commissioners, or their family members.

The SBEAP will be administered internally by County ARP Staff. using the following method:

- a. Businesses with 250 or fewer employees paid with wages reported on a Form W-2 or Form 1099;

- b. Business was in operation on or before March 3, 2021 and is currently still in operation.
- c. Businesses must commit to retaining a minimum of one (1) employee for one year after the receipt of the assistance. The owner of a sole proprietorship without any other employees shall qualify as an employee; and
- d. At least 51% of the retained jobs must be held by employees who reside in low-to-moderate income (LMI) households or Qualified Census Tracts, as determined by a self-verification of household income and/or address.

4.0 IMPLEMENTATION

The Cumberland County ARP Staff Committee will consider businesses qualifying under the LMI benefit categories indicated above. If a business does not qualify under the LMI criteria, then Cumberland County may consider qualifying businesses under the QCT category, which has fewer qualification requirements.

A contractual relationship will be established between the County and the small business to ensure compliance with county, state and federal guidelines.

Implementation and enforcement of this policy shall be the responsibility of County Administration, Finance, and Legal.

- [31 CFR 35, Coronavirus State and Local Fiscal Recovery Funds Interim Rule](#)
- [31 CFR 35, Coronavirus State and Local Fiscal Recovery Funds Final Rule](#)



SMALL BUSINESS ECONOMIC ASSISTANCE PROGRAM APPLICATION

AMERICAN RESCUE PLAN ACT

The purpose of the Small Business Economic Assistance Program is to provide short-term financial assistance to small businesses that suffered an economic hardship due to the COVID-19 pandemic. Funding for this program is provided by the U.S. Department of the Treasury (USDT). USDT requires that certain information is obtained from all applicants in order to determine the applicant's eligibility for funding.

All applicants must be determined eligible in order to be awarded funding through the Small Business Economic Assistance Program. The business must be operating within Cumberland County. Certain business types are ineligible to apply.

Complete all applicable spaces on this document and be sure to sign the sections and attach all applicable documents. Incomplete applications will cause delays in the approval and contract process. Submission of this application does not guarantee that you will receive funding. For questions, please contact Tye Vaught, Management Analyst at (910) 678-7776.

BUSINESS NAME: _

APPLICATION SUBMISSION REQUIREMENTS

Application Checklist:

- ☐ Small Business Economic Assistance Program Application
- ☐ Business Operating Agreement (for businesses with multiple partners)
- ☐ Proof of building ownership / lease
- ☐ Most recent Business Tax Return
- ☐ Current payroll information
- ☐ Payroll information prior to COVID-19 (before March 3, 2021)

The attachments listed above must be submitted with the application. Cumberland County reserves the right to request additional information as needed to complete the application process for eligibility and award for funding. Other information requested may include, but is not limited to, owner/employee income verification, bank statements, sources of other assistance received, job creation/retention report, Form W-9, and other documents necessary to complete the process for eligibility and award for funding.

Where to Submit:

Please provide one (1) completed and signed application (with required attachments) to Cumberland County. Please label all attachments.

Complete and Submit Electronic Applications at:

Mail Applications to:

**Cumberland County – SBEAP
Attn: Tye Vaught, Management Analyst
PO Box 1829
Fayetteville, NC 28302**

Deliver Applications to:

**Cumberland County – SBEAP
117 Dick Street Room 507
Fayetteville, NC 28301**

or

Email to tvaught@co.cumberland.nc.us

Files of 15MB or larger may have difficulty being received through email. It is the applicant's responsibility to ensure the application and attachments are submitted to be considered complete.

If Cumberland County determines, in its sole discretion, that it is necessary to revise any part of the application or guidelines, an addendum, supplement, or amendment to this application will be posted at <http://www.cumberlandcountync.gov>. It is the responsibility of the applicant to check the website or contact Cumberland County for any such addendums, supplements, or amendments made to the application or guidelines.

If you have questions, please contact the Tye Vaught, Management Analyst at (910) 678-7776.

BUSINESS INFORMATION		
Business Name:		
DBA Name (if applicable):		
Mailing Address:		
City:	State:	Zip Code:
Telephone:	Email:	
Street Address of Operations (if different):		
City:	State:	Zip Code:
Website:	Other:	
Federal EIN or SSN:	Business Formation Date:	
Business Type: <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:		
Is the business currently in bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Has the <u>business</u> ever been subjected to criminal or civil fines and penalties including from County code or regulatory violations? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Tenancy Information: Select which category applies to you: <input type="checkbox"/> Building Owner: Attach proof of ownership (e.g., tax bills, title deed, etc.) <input type="checkbox"/> Condo Owner: Attach proof of ownership (e.g., copy of condo documents, tax bills, title deed, etc.) <input type="checkbox"/> Tenant: Attach terms, length, and expiration date of present lease		
What type of business insurance does your business currently have?		

BUSINESS DESCRIPTION

Indicate the nature of the business, types of products/services, and customer profile:

ECONOMIC IMPACT

Please describe the degree to which your business has been impacted by the COVID-19 pandemic; list specific examples; and whether or not your business had to close.

Please describe the degree to which your business has been able to maintain employees during this COVID-19 pandemic and whether the award will help your business do so.

Please describe how your business positively adds to the quality of life in Cumberland County.

FINANCIAL IMPACT		
Month	Gross Revenue	Notes (if applicable)
March 3 – March 31, 2021	\$	
April – June 2021	\$	
July – September 2021	\$	
October – December 2021	\$	
Total	\$	
What was the total business' revenue during the same period of the prior year? \$		

PROPOSED USE OF FUNDS	
Expense Category	Amount Requested
Payroll (e.g., wages, related taxes, etc.)	\$
Occupancy (e.g., business rent/mortgage, utilities, etc.)	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Total Amount Requested (maximum amount available: \$50,000)	\$

APPLICATION TO OTHER FORMS OF ASSISTANCE OR FUNDING SOURCES		
Have you received prior Federal, State, or Local aid related to COVID-19? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount Requested	Request Status [Received, Pending]	Name of Funding Source / Program [SBA Paycheck Protection Program, etc.]
\$		
\$		
\$		
\$		
\$		
\$		

OWNER INFORMATION [List Majority Owner(s) First]		
Owner Name		
Residential Street Address:		
Mailing Address:		
City:	State:	Zip Code:
Telephone:	Email:	
Age 18 or Older: <input type="checkbox"/> Yes <input type="checkbox"/> No	Percent Ownership:	Industry Experience (yrs.):
Race:	Hispanic/Latino: <input type="checkbox"/> Yes <input type="checkbox"/> No	Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No
Gender: Male: <input type="checkbox"/> Female: <input type="checkbox"/>	Single Head of Household: <input type="checkbox"/> Yes <input type="checkbox"/> No	

OWNER INFORMATION [List Majority Owner(s) First]		
Owner Name		
Residential Street Address:		
Mailing Address:		
City:	State:	Zip Code:
Telephone:	Email:	
Age 18 or Older: <input type="checkbox"/> Yes <input type="checkbox"/> No	Percent Ownership:	Industry Experience (yrs.):
Race:	Hispanic/Latino: <input type="checkbox"/> Yes <input type="checkbox"/> No	Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No
Gender: Male: <input type="checkbox"/> Female: <input type="checkbox"/>	Single Head of Household: <input type="checkbox"/> Yes <input type="checkbox"/> No	

OWNER INFORMATION [List Majority Owner(s) First]		
Owner Name		
Residential Street Address:		
Mailing Address:		
City:	State:	Zip Code:
Telephone:	Email:	
Age 18 or Older: <input type="checkbox"/> Yes <input type="checkbox"/> No	Percent Ownership:	Industry Experience (yrs.):
Race:	Hispanic/Latino: <input type="checkbox"/> Yes <input type="checkbox"/> No	Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No
Gender: Male: <input type="checkbox"/> Female: <input type="checkbox"/>	Single Head of Household: <input type="checkbox"/> Yes <input type="checkbox"/> No	

CONFLICTS OF INTEREST

INSERT HYPERLINK HERE

JOB HIRING / RETENTION

According to program requirements and as a condition of the award, your business will be required to make available jobs for persons whose household incomes are at or below the income limits established by the U.S. Department of the Treasury (USDOT). Using the chart below, please indicate the number of Full-Time Equivalent (FTE) jobs that will be created and/or retained by the business and that will be available for low to moderate income persons. Refer to program guidelines for detailed information regarding job creation / retention for low to moderate income persons. The business will be required to submit a Job Creation / Retention Report periodically.

2021 HUD Income Limits for Cumberland County

Total Persons in the Household	1	2	3	4	5	6	7	8
Annual Income at or below:	33,400	38,200	42,950	47,700	51,550	55,350	59,150	63,000

Applicant may be required to provide income information on current employees prior to executing a contract.

Estimated number of FTE jobs to be **created**: _____

Estimated number of FTE jobs to be **created for low to moderate income** persons: _____

and / or

Estimated number of FTE jobs to be **retained**: _____

Estimated number of FTE jobs to be **retained for low to moderate income** persons: _____

ACKNOWLEDGEMENT OF REQUIRED ASSURANCES

Applications which do not contain a signed Acknowledgement of Required Assurances are ineligible for consideration. By submitting the accompanying application and signing this document, I/We understand and agree that any award resulting from this solicitation will require compliance with the signed agreement and with the regulations, requirements, and policies identified below, including but not limited to:

- Compliance with the Small Business Economic Assistance Program Application Guidelines;
- Compliance with municipal ordinances and policies of Cumberland County;
- Compliance with federal and state laws requiring the safeguarding and disclosure of confidential information;
- Maintaining program and financial records for audit review, and providing access to documentation upon request by the County and or USDT;
- Submission of program and financial reports, as required by the County and/or USDT;
- Certification that the applicant is a for-profit business registered in the State of North Carolina in good standing;
- Certification that the business, association, corporation, or any person in a controlling capacity or any position involving the administration of federal, state, or local funds is not currently under suspension, debarment, voluntary exclusion, or a determination of ineligibility by any agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any agency within the past three (3) years; does not have a proposed debarment pending; has not been indicted, convicted, or has not had a civil judgment rendered against said person, business, association, or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past three (3) years;
- Certification that the business is not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy; and provide any pending or known legal actions against the company;
- All pending or known litigation/court action(s) have been disclosed in the application; and
- Certification that the business applicant/ business owner will use the requested funds, if awarded, in the manner through which it has requested them in the attached application. Cumberland County reserves the right to exercise all legal authority available to it to recapture the awarded funds should the funding be used in a manner other than that which was presented in this application.

Application Approval and Signature: The signatory declares that the undersigned is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the business in financial matters, and will assure that any funds received as a result of this application are used for the purposes set forth herein.

Signature of Applicant/Owner: _____

Print Name: _____

Date: _____

Signature of Applicant/Owner: _____

Print Name: _____

Date: _____

Signature of Applicant/Owner: _____

Print Name: _____

Date: _____

Certification

The undersigned hereby represents and certifies to the best of their knowledge and belief that the information contained on this statement and any exhibits or attachments hereto are true and complete and accurately describe the proposed project(s). The undersigned further understands that any false statement in this application may disqualify the applicant/business from participation in the program. I/We also understand that this is a formal application for financial assistance. I/We understand that additional information (e.g., tax filings, bank account statements, etc.) may be requested. Verifications may be obtained from other sources.

The undersigned understands that no funding amount will be distributed until the County of Cumberland has issued a notice of award or notice to proceed. The undersigned agrees to promptly inform Cumberland County of any changes in the program which may occur. The County of Cumberland has the right to terminate any agreement under the Small Business Economic Assistance Program if an applicant/business is found to be in violation of any conditions set forth in the application guidelines.

I/We understand that it may be a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of the United States Criminal Code.

Signature of Applicant/Owner: _____

Print Name: _____

Date: _____

Signature of Applicant/Owner: _____

Print Name: _____

Date: _____

Signature of Applicant/Owner: _____

Print Name: _____

Date: _____



RFP-22-16-CTY

**REQUEST FOR PROPOSALS FOR OWNER'S REPRESENTATIVE / COMMERCIAL REAL
ESTATE BROKERAGE SERVICES FOR SITE SELECTION PROCESS - HOMELESS
SHELTER**

Date of Issue: January 19, 2022

Questions due date: January 26, 2022

Proposal Due Date: February 18, 2022, 4:30 PM ET

Direct all inquiries concerning this RFP to:

Lorena Santos

Purchasing Manager

Email: cumberlandpurchasing@co.cumberland.nc.us

Phone: 910-678-7743

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

Table of Contents

1.0	PURPOSE AND BACKGROUND	3
2.0	PROPOSAL INSTRUCTIONS & REQUIREMENTS	3
2.1	REQUEST FOR PROPOSAL DOCUMENT	3
2.2	PROPOSAL SUBMITTAL	3
2.3	PROPOSAL QUESTIONS	4
2.4	ALTERNATE PROPOSALS.....	Error! Bookmark not defined.
2.5	RFP TERMS & CONDITIONS	5
3.0	NOTICES TO VENDOR	5
3.1	PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY	5
3.2	PROPOSAL COMPLIANCE	6
3.3	PROPOSAL EVALUATION PROCESS.....	6
3.4	EVALUATION CRITERIA	6
3.5	METHOD OF AWARD.....	7
4.0	SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS.....	7
4.1	SCOPE OF WORK.....	7
A.	OBJECTIVES	Error! Bookmark not defined.
B.	TASKS	Error! Bookmark not defined.
4.2	VENDOR'S PROPOSAL REQUIREMENTS.....	7
A.	PROJECT ORGANIZATION.....	Error! Bookmark not defined.
B.	TECHNICAL APPROACH.....	Error! Bookmark not defined.
C.	COST	Error! Bookmark not defined.
D.	QUESTIONS TO THE VENDOR.....	Error! Bookmark not defined.
E.	VENDOR EXPERIENCE.....	Error! Bookmark not defined.
F.	REFERENCES.....	Error! Bookmark not defined.
5.0	CONTRACT TERMS AND CONDITIONS	9
5.1	IRAN DIVESTMENT ACT	9
5.2	E-VERIFY	9
5.3	DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL	9
5.4	CONTRACT CHANGES	10
5.5	CONTRACT TERM.....	10
5.6	PRICING.....	10

5.7	INVOICES	10
5.8	PAYMENT TERMS	10
5.9	APPROPRIATION OF FUNDS	10
5.10	FINANCIAL STABILITY	10
5.11	INSURANCE:	10
5.12	GENERAL INDEMNITY.....	11
5.13	ENTIRE CONTRACT	11
5.14	CONTRACT CANCELLATION	11
5.15	LAWS AND ORDINANCES	11
5.16	COMPLIANCE WITH LAWS.....	11
5.17	CONTRACTOR REPRESENTATIONS	12
ATTACHMENT A: INSTRUCTIONS TO VENDORS		13
ATTACHMENT B: EXECUTION OF PROPOSAL		15
ATTACHMENT C: PROPOSAL COST.....		16
ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION.....		17
ATTACHMENT E: CERTIFICATION REGARDING LOBBYING		18
ATTACHMENT F: NONCOLLUSION AFFIDAVIT.....		19

1.0 PURPOSE AND BACKGROUND

As part of the American Rescue Plan Act of 2021, the U.S. Department of Treasury has allocated the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) to eligible States, counties, and cities across the U.S. to provide direct economic assistance for workers, families, small businesses, and industries. Cumberland County, as one of the recipients of CSLFRF funds, held a series of public meetings to obtain input from the community residents in identifying priority needs. In addition, a consultant was hired to prepare a gap analysis report and a Three-Year Homelessness Strategic Plan for the County to implement strategies to addressing the needs of homelessness in the community. One of the priorities identified in the gap analysis report was the need for more shelter beds for persons experiencing homelessness in the community.

The County Board of Commissioners approved to utilize CSLFRF funds to support the effort of expanding shelter beds for the homeless. The County plans to either acquire, design, and renovate an existing structure or construct a new facility to use as a homeless shelter.

The County is seeking an owner's representative/commercial real estate brokerage services for the site selection process for a shelter.

The terms "Vendor" and "Owner's Representative" are used interchangeably throughout this RFP. The terms "County" and "Owner" are used interchangeably throughout this RFP.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>PROPOSAL TITLE:</i> <i>22-16-CTY</i> <i>RFP FROM OWNER'S REPRESENTATIVE</i></p>	<p><i>PROPOSAL TITLE:</i> <i>22-16-CTY</i> <i>RFP FROM OWNER'S REPRESENTATIVE</i></p>

<p>Cumberland County Finance Office Attn: Lorena Santos, Purchasing Manager PO Box 1829 Fayetteville, NC 28302</p>	<p>Cumberland County Finance Office Attn: Lorena Santos, Purchasing Manager 117 Dick Street 4th Floor, Room 451 Fayetteville, NC 28301</p>
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IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before Feb. 18, 2022, at 4:30 p.m. regardless of the method of delivery. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier, or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

- a) Submit **one (1) signed, original executed** proposal responses, **five [5] photocopies**, and **two [2] electronic copies** on a USB flash drive.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) The two (2) electronic copies of your proposal must be provided on USB flash drives. The files on the USB flash drives **SHALL NOT** be password protected, shall be in .PDF and/or .XLS format, and shall be capable of being copied to other media including being readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/VProposals/SearchResults.aspx>. Vendors who submit a notice of intent to bid to email (CumberlandPurchasing@co.cumberland.nc.us) will receive addendums by email.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to cumberlandpurchasing@co.cumberland.nc.us by January 28, 2022. Vendors should enter “RFP Title 22-16-CTY RFP for Owner’s Representative/Real Estate Brokerage Services: Questions” as the subject for the email. Questions will not be answered by phone. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the questions submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/default.aspx> and shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by email.** Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County's discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as "minute in nature" shall be determined at the sole discretion of the County.

2.4 RFP TERMS & CONDITIONS

It shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person outside of the County department issuing this RFP. A vendor not in compliance with this provision may be disqualified from contract award.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, unless the vendor has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing. Vendor's notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a proposal after receipt of this notice from the County Finance Departments shall be deemed to be acceptance of the County Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any

other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP, and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted. Vendors may be required to provide a demonstration upon request.

The County reserves the right to reject all proposals.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made based on considering the following criteria to result in an award most advantageous to the County:

- | | |
|--|-----------|
| 1. Overall qualifications, experience, personnel, and capability of the firm | 30 points |
| 2. Knowledge of Local Real Estate Market | 30 points |
| 3. Proposed Time Schedule | 15 points |

4. Cost Proposal

20 points

5. References

5 points

100 points

3.5 METHOD OF AWARD

The County reserves the right to make separate awards to different vendors, or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

Following the deadline for receiving proposals, Cumberland County will review the proposals and develop a short list of firms to be interviewed. Those firms that are invited to **interview** will be expected to have key personnel available for presentation and interview at a future date to be set by the County.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

The selected Vendor will be responsible for assisting the County with commercial broker services, representing the County's interest in negotiating purchases for land and building sales and providing other commercial real estate related services as requested.

4.1 SCOPE OF WORK

1. The selected Vendor will be responsible for providing support to the County in analyzing, negotiating, and closing on the purchase of a suitable site for the construction of a homeless shelter.
2. The principal responsibilities of the selected Vendor shall be to identify and qualify potential land and/or buildings; conduct due diligence on each site; solicit term sheets from selected sites; and negotiate the selected site real estate transaction; and assist the County in the potential due diligence and closing process associated with sales transactions.
3. Specific services may include, but are not limited to, the following:
 - a. Preparing a comprehensive market study of available site(s);
 - b. Conducting due diligence investigation of each potential site's specific suitability for a homeless shelter, including but not limited to zoning;
 - c. Assisting the County with planning, implementing, negotiating, and purchasing of property;
 - d. Preparing and negotiating purchase agreements;
 - e. Assisting the County with execution of all other transaction documents and efforts of obtaining plans, right-of-way maps, title searches, title commitments, appraisals, evidence of insurance, acquisition and/or eminent domain use in a project;
 - f. Providing progress updates and maintain timely contact with assigned County staff;
 - g. Attending meetings and/or public hearings with County staff, their agents, County officials, property owners, and other parties involved in the project, at either the request of the County or as part of the Vendor's work effort;
 - h. Providing the County with the original and/or copy of all documents produced by the Vendor as a result of the work assigned, if requested;
 - i. Other services as requested.

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

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

- a. **General Project Team Information:** Include in your firm's qualification statement, the following information about your firm and all key project team members:
 1. Cover letter: Cover letter must include: (a) name, title, address, and phone number of the principle contact person, and name, address, phone number of any location where the Project's assigned personnel are based.
 2. Company overview: Include a general company overview of each key member of the Project team including location, size, years in business, and years key project team member has been with the company.
 3. Insurance Certificate: Certificate of insurance evidencing the firm's current limits of liability for commercial general liability, business automobile liability and professional liability insurance.
- b. **Project Specific Information:** Include the following information relevant to the Scope of Work for your firm and any key project team members that will provide any portion of the Scope of Work:
 1. **Firm's Information:**

Provide specific information concerning the firm, including the legal name, address, and telephone number of the company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.
 2. **Brief History, Organizational Structure, Qualifications, Key Personnel Assigned, and Experience:**

Provide specific information in this section concerning the firm's qualifications and experience in the services specified in this RFP. Provide a list of the firm's experience in providing successful real estate brokerage services for commercial properties within the last five (5) years, grouped by year. When describing experience, provide a list of key personnel, outside associates, or sub-vendors that will perform services under the contract with the County. Identify licenses and certifications for all key personnel listed. Describe additional relevant / unique services offered through your firm.
 3. **Knowledge of Local Real Estate Market and Project Approach:**

Describe the firm's ability in providing real estate services similar to those outlined in this RFP as well as experience working in the Fayetteville / Cumberland County real estate market.

4. Time schedule proposed to accomplish tasks:

Indicate the time required to complete each task indicated in the Scope of Work. Also identify the extent of the County personnel involvement deemed necessary, including key decision points at each stage of the project.

5. Estimated cost of services:

- State your commission rate for conducting the transactions in the Scope of Work;
- State your fee for evaluation of properties; and
- State any other costs the County may anticipate relating to the real estate services to be provided.

6. References

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the County Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 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."

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each

CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract shall have an initial term of one year, beginning on the date of contract award (the "Effective Date"). The CONTRACTOR shall begin work under the Contract within 10 business days of the Effective Date.

5.6 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

5.7 INVOICES

- a) Invoices shall be submitted to Cumberland County at an address to be specified within the Contract. Any applicable taxes shall be invoiced as a separate item.

5.8 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to- year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The

limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract.

During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

The CONTRACTOR shall furnish Cumberland County with a certificate of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements prior to commencing the work and upon renewal or replacement of each certified coverage throughout the term of this contract.

Copies or originals of correspondence, certificates, endorsements, or other items pertaining to insurance shall be sent to: Cumberland County Risk Management, 117 Dick Street, Fayetteville, NC 28301.

5.12 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.13 ENTIRE CONTRACT

This contract constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.14 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority. Whether specified explicitly or not, this contract shall incorporate inhere all applicable clauses established in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses. ,

5.17 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
13. **AFFIRMATIVE ACTION:** The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **VENDOR REGISTRATION:** Vendor's are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/Registration/Default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

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

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

_____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

_____ This proposal was signed by an authorized representative of the Contractor.

_____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____ All labor costs associated with this project have been determined, including all direct and indirect costs.

_____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

_____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

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

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

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: PROPOSAL COST

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

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

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

Date of latest audit: _____

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

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

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

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

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

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

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

Signature

Date

Printed Name

Title

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

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT F: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of North Carolina County of Cumberland

_____, being first duly sworn, deposes and says that:

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

Signature _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and Sworn to Before Me,

This _____ day of _____, _____

Notary Public _____

My Commission Expires: _____



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 12/29/2021

SUBJECT: FINANCIAL REPORT

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): NA

BACKGROUND

The financial report is included which shows the results of the general fund for fiscal year 2022, November year-to-date. Results of fiscal year 2021 have now been added. 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	Type
Monthly Financial Report	Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY20-21 AUDITED	FY21-22 ADOPTED BUDGET	FY21-22 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF November 30, 2021	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes						
Current Year	\$ 169,200,461	\$ 168,721,614	\$ 168,721,614	\$ 89,833,784	53.2%	(1)
Prior Years	1,629,364	828,000	828,000	981,673	118.6%	
Motor Vehicles	23,101,696	22,348,691	22,348,691	8,069,076	36.1%	(2)
Penalties and Interest	788,466	578,000	578,000	203,724	35.2%	
Other	926,779	894,959	894,959	515,450	57.6%	
Total Ad Valorem Taxes	195,646,766	193,371,264	193,371,264	99,603,707	51.5%	
Other Taxes						
Sales	55,084,708	53,023,227	53,023,227	10,063,147	19.0%	(3)
Real Estate Transfer	2,215,078	1,600,000	1,600,000	1,286,831	80.4%	
Other	847,834	873,000	873,000	107,457	12.3%	
Total Other Taxes	58,147,620	55,496,227	55,496,227	11,457,434	20.6%	
Unrestricted & Restricted Intergovernmental Revenues	70,904,229	65,581,449	69,035,115	14,367,670	20.8%	(4)
Charges for Services	14,618,559	13,422,090	13,422,090	3,967,185	29.6%	(5)
Other Sources (includes Transfers In)	1,658,932	1,184,882	1,335,241	544,363	40.8%	
Lease Land CFVMC	4,313,522	4,313,522	4,313,522	3,766,062	87.3%	
Total Other	5,972,454	5,498,404	5,648,763	4,310,425	76.3%	
Total Revenue	\$ 345,289,628	\$ 333,369,434	\$ 336,973,459	\$ 133,706,421	39.7%	
Fund Balance Appropriation		9,159,873	12,474,564	(65,964)	-0.5%	
Total Funding Sources	\$ 345,289,628	\$ 342,529,307	\$ 349,448,023	\$ 133,640,457	38.2%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	YTD ACTUAL					PERCENT OF BUDGET TO DATE	**
	FY20-21 AUDITED	FY21-22 ADOPTED BUDGET	FY21-22 REVISED BUDGET	(unaudited) AS OF November 30, 2021			
Governing Body	\$ 612,166	\$ 682,250	\$ 682,250	\$ 297,394		43.6%	
Administration	1,678,886	1,992,345	1,992,345	539,329		27.1%	
Public Affairs/Education	755,572	916,658	916,658	312,936		34.1%	
Human Resources	948,963	1,071,556	1,071,556	264,041		24.6%	(1)
Print, Mail, and Design	732,642	780,535	780,535	310,898		39.8%	
Court Facilities	111,108	144,920	144,920	60,789		41.9%	
Facilities Maintenance	1,209,766	1,158,465	1,177,712	295,603		25.1%	(2)
Landscaping & Grounds	703,267	800,763	800,763	274,175		34.2%	
Carpentry	218,864	217,753	217,753	77,227		35.5%	
Facilities Management	1,471,010	1,556,056	1,556,056	556,893		35.8%	
Public Buildings Janitorial	878,654	965,301	965,301	354,581		36.7%	
Central Maintenance	704,021	675,219	678,830	259,316		38.2%	
Information Services	4,941,563	6,507,246	7,175,248	2,467,434		34.4%	
Board of Elections	1,924,356	1,556,013	1,556,013	308,704		19.8%	(3)
Finance	1,366,775	1,378,438	1,406,949	514,196		36.5%	
Legal	738,493	1,087,181	1,087,181	318,262		29.3%	
Register of Deeds	2,366,080	2,616,316	3,157,082	824,873		26.1%	
Tax	5,768,829	6,387,092	6,551,767	2,329,456		35.6%	
General Government Other	7,508,484	4,622,876	5,000,823	5,211,757		104.2%	
Sheriff	46,770,661	58,503,564	59,061,162	17,853,744		30.2%	
Emergency Services	3,979,701	4,190,026	4,289,397	1,603,291		37.4%	
Criminal Justice Pretrial	537,701	691,215	691,215	186,270		26.9%	
Youth Diversion	30,438	36,687	36,687	12,296		33.5%	
Animal Services	3,296,041	3,509,785	3,833,509	1,288,671		33.6%	
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,303,113	1,369,155	1,369,155	440,846		32.2%	
Health	23,030,559	25,020,602	28,241,823	8,529,548		30.2%	
Mental Health	5,429,603	5,694,167	5,694,167	2,633,762		46.3%	
Social Services	55,098,629	64,644,188	64,755,243	18,392,105		28.4%	
Veteran Services	437,822	547,167	547,167	181,651		33.2%	
Child Support	5,110,079	5,693,462	5,693,462	1,794,466		31.5%	
Spring Lake Resource Administration	28,155	39,074	39,074	12,452		31.9%	

**County of Cumberland
General Fund Expenditures**

DEPARTMENTS	FY20-21	FY21-22	FY21-22	YTD ACTUAL	PERCENT OF	**
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	(unaudited) AS OF November 30, 2021	BUDGET TO DATE	
Library	9,538,364	10,495,183	10,835,000	3,739,680	34.5%	
Culture Recreation Other (Some of the Community Funding)	260,569	260,569	260,569	50,625	19.4%	(4)
Planning	2,968,616	3,489,338	3,564,370	1,280,563	35.9%	
Engineering	409,892	607,937	610,207	231,654	38.0%	
Cooperative Extension	622,080	839,559	842,559	198,800	23.6%	(5)
Location Services	204,386	275,533	202,162	61,556	30.4%	
Soil Conservation	208,202	2,288,939	2,316,709	60,430	2.6%	(6)
Public Utilities	91,456	96,900	96,900	36,069	37.2%	
Economic Physical Development Other	20,000	20,000	20,000	20,000	100.0%	
Industrial Park	17,535	4,332	4,332	2,367	54.6%	
Economic Incentive	632,132	767,447	767,447	28,749	3.7%	(7)
Water and Sewer	179,456	250,000	268,570	48,786	18.2%	(8)
Education	94,876,432	98,053,453	98,053,453	40,130,240	40.9%	
Other Uses:						
Transfers Out	20,391,447	20,024,042	20,433,942	385,043	1.9%	(9)
TOTAL	\$ 310,112,568	\$ 342,529,307	\$ 349,448,023	\$ 114,781,528	32.8%	

Expenditures by Category	YTD ACTUAL					PERCENT OF BUDGET TO DATE
	FY20-21 UNAUDITED	FY20-21 ADOPTED BUDGET	FY20-21 REVISED BUDGET	(unaudited) AS OF November 30, 2021		
Personnel Expenditures	\$ 134,059,243	\$ 154,487,473	\$ 154,776,988	\$ 53,407,652	34.5%	
Operating Expenditures	153,904,488	164,954,413	170,714,975	60,783,426	35.6%	
Capital Outlay	1,757,391	3,063,379	3,522,118	205,408	5.8% ⁽¹⁰⁾	
Transfers To Other Funds	20,391,446	20,024,042	20,433,942	385,043	1.9% ⁽⁹⁾	
TOTAL	\$ 310,112,568	\$ 342,529,307	\$ 349,448,023	\$ 114,781,528	32.8%	

COUNTY OF CUMBERLAND

Fiscal Year 2022 - November Year-to-Date Actuals (Report Run Date: December 22, 2021)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 53.2%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 36.1%** - YTD Actual reflects 4 months of collections.
- (3) **Sales Tax 19.0%** - There is a three month lag. YTD Actual reflects 2 months of collections.
- (4) **Unrestricted/Restricted Intergovernmental 20.8%** - There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 29.6%** - 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) **Human Resources 24.6%** - Personnel costs are low as a result of vacancies in the department.
- (2) **Facilities Maintenance 25.1%** - Building Maintenance Contracts costs are low because work for some service contracts has been delayed.
- (3) **Board of Elections 19.8%** - Municipal election expenses have been budgeted but not yet utilized.
- (4) **Culture Recreation Other 19.4%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (5) **Cooperative Extension 23.6%** - Contracted services costs are low as a result of vacancies in the department.
- (6) **Soil Conservation 2.6%** - Approximately \$2.1M in USDA Grant funds were budgeted and are unexpended.
- (7) **Economic Incentive 3.7%** - Economic incentives are paid when the company complies.
- (8) **Water and Sewer 18.2%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (9) **Transfers Out 1.9%** - Transfers are often prepared toward the end of the fiscal year.
- (10) **Capital Outlay 5.8%** - 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 JANUARY 13, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS COORDINATOR

DATE: 12/28/2021

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

As of July 1, 2019, retirees who are 65 and older became covered by a County funded fully insured plan through AmWINS. All other covered members remained insured by the County's self-funded plan through BCBS. The information provided below and within the graphs has been updated to include the monthly premium amount paid to fund the fully insured plan and the actual monthly claims amounts for all other covered members. Combining these amounts for FY20 and beyond is necessary to ensure a complete picture when comparing the claims results to prior years.

Total health insurance claims plus the fully insured premium amount for FY22 are up 54.10% for the month of November as compared to the same month in FY21. To provide some perspective, below is the five-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. Staff are continuing to closely monitor claims costs against budget and will bring forth a budget ordinance amendment to appropriate health insurance fund balance in the spring.

Year to date claims and premium payment through November	\$11,191,082
Less year to date stop loss credits	<u>(\$ 924,666)</u>
Net year to date claims and premium payment through November	\$10,266,416

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

FY18 \$1,446,668

FY19 \$1,540,991

FY20 \$1,517,955

FY21 \$1,499,618

FY22 \$2,238,216 (showing some improvement as last month the average was \$2,285,947)

RECOMMENDATION / PROPOSED ACTION

For information only – no action needed.

ATTACHMENTS:

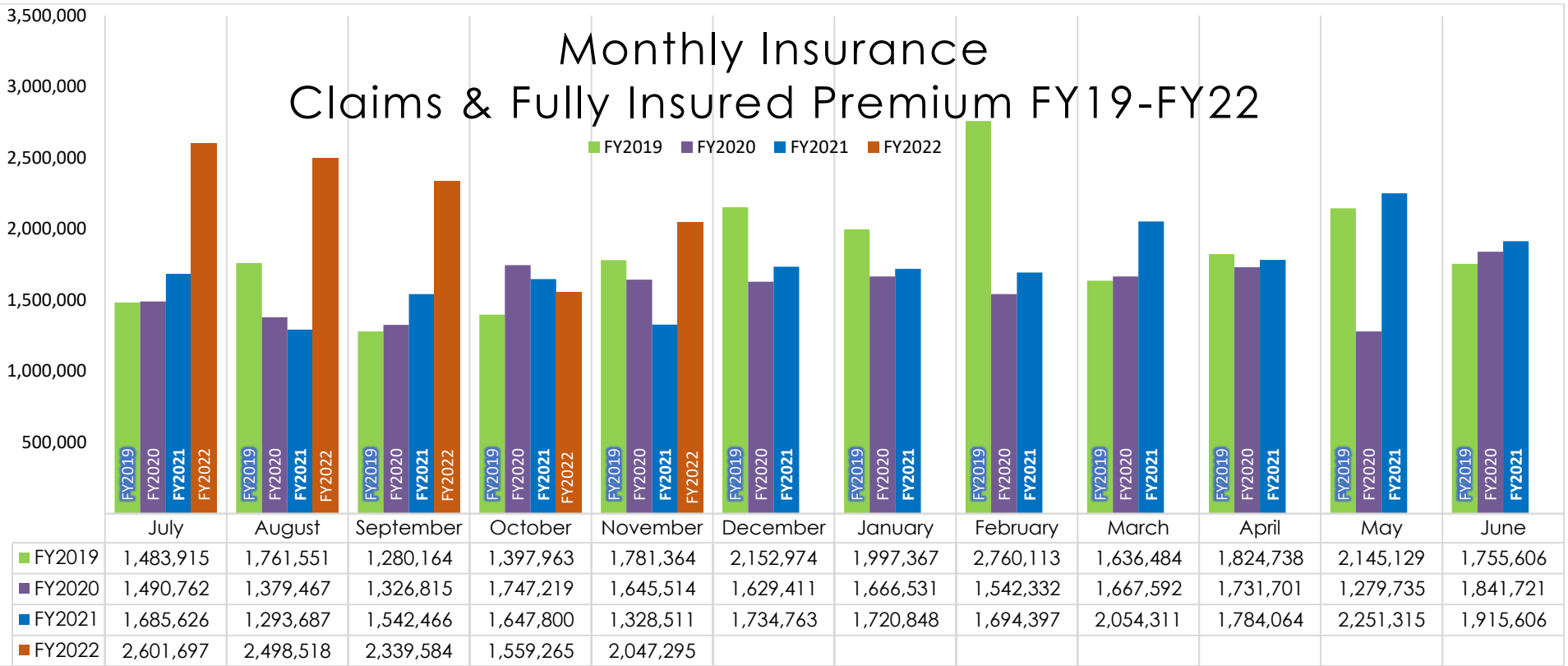
Description

Health Insurance Graphs

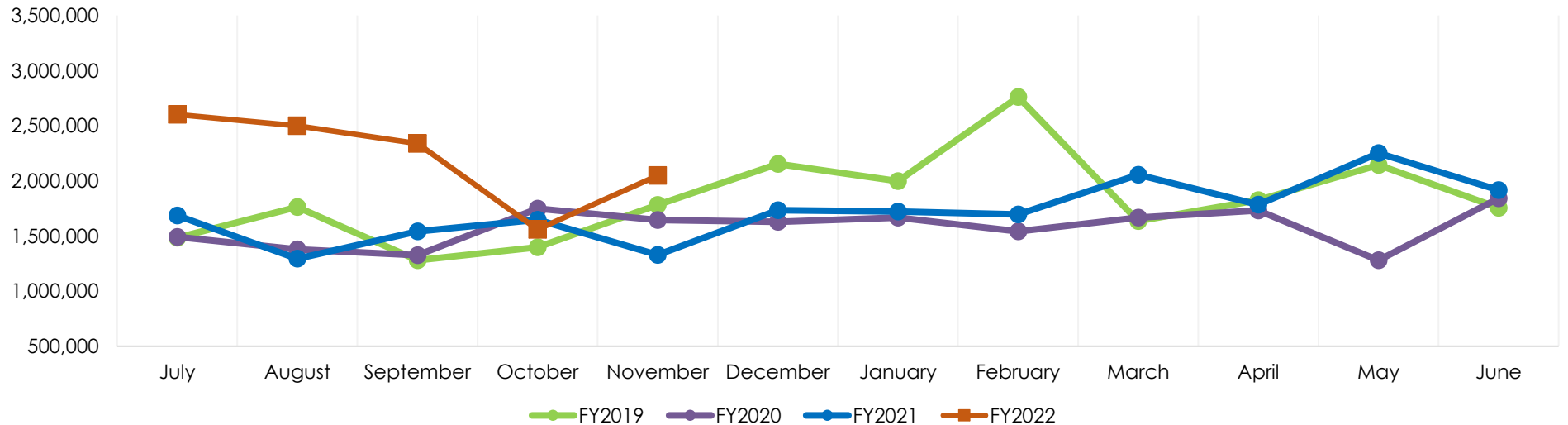
Type

Backup Material

Monthly Insurance Claims & Fully Insured Premium FY19-FY22



Monthly Insurance Claims & Fully Insured Premium FY19-FY22





COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 1/6/2022

SUBJECT: COMMUNITY DEVELOPMENT UPDATE

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): COMMUNITY DEVELOPMENT STAFF

BACKGROUND

This report provides a quarterly update on projects and activities being implemented through the Community Development Department for the Program Year period beginning July 1, 2021 and ending June 30, 2022. The funding sources used to carry out the projects and activities include the Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), Continuum of Care (CoC) Program, CDBG-CV, Emergency Rental Assistance Program, and general funds.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Community Development Update	Backup Material

COMMUNITY DEVELOPMENT UPDATE

AS OF DECEMBER 31, 2021

FUNDING SOURCES

- U.S. Department of Housing and Urban Development (HUD)
 - Community Development Block Grant (CDBG): \$903,724
 - Home Investment Partnerships Program (HOME): \$396,328
 - Home Investment Partnerships Program – American Rescue Plan (HOME-ARP): \$1,435,021
 - Continuum of Care (CoC) Program: \$168,049
- U.S. Department of Treasury
 - Emergency Rental Assistance Program: ERA1 - \$3,735,545.10 / ERA2 (40%) - \$1,182,304.80 / ERA2 (60%) – \$1,773,457.20
- North Carolina Pandemic Recovery Office (NCPRO): ERA1 - \$17,452,503.07 (Pending contract execution)
- Local Funds
 - County General Funds (Admin): \$226,793
 - PATH / CoC Program Match: \$111,939
 - Homeless Initiative (City/County): \$200,000

PROJECTS / ACTIVITIES

Three-Year Homelessness Strategic Plan

On January 19, 2021, Cumberland County issued a Request for Proposal to seek a consultant to analyze the provision of the homeless services delivery system in Cumberland County and develop a three-year actionable homelessness strategic plan. The scope of analyzation includes but is not limited to, reviewing existing services, identifying gaps and duplications across programs and services, and recommending improvements to the community's homeless service delivery system. Proposals were due February 19, 2021. The selection committee recommended OrgCode Consulting, Inc. The Consultant has completed the final Homelessness Strategic Plan to include the Gap Analysis Report. OrgCode presented the plan and report before the stakeholders and conducted a presentation before the County Board of Commissioners at the August 2, 2021 meeting. County Management recommended hiring OrgCode to assist the County with developing an implementation plan. OrgCode has provided a service offer for a fee of \$30,500. OrgCode has scheduled meetings with stakeholders for the month of January 2022.

Treasury - Emergency Rental Assistance Program

In January 2021, the U.S. Department of Treasury allocated \$3,735,545 to Cumberland County and \$6,383,863 to the City of Fayetteville to implement the Emergency Rental Assistance Program established by section 501 of Division N of the consolidated Appropriations Act, 2021, Pub. L. No 116-260 (December 27, 2020). Cumberland County and the City of Fayetteville issued a joint Request for Proposal (RFP) on February 10, 2021, to seek a qualified firm to administer the Emergency Rental Assistance Program (ERAP). Five proposals were received in response to the RFP. The selection committee has made its recommendation for a consultant. The agreement with Innovative Emergency Management (IEM), Inc. was approved by the Board of Commissioners. IEM launched the application for the Rental Assistance Program on June 1, 2021, for both City and County residents.

As of December 30, 2021, IEM has disbursed all of Cumberland County's ERA 1 funds in the amount of \$3,735,545 and all of the City's ERA 1 & 2 funds in the amount of \$11,435,114.95. IEM is close to expending all of the first portion (40%) of the County's ERA 2 funds in the amount of \$1,182,304.

NCPRO – Emergency Rental Assistance Program (ERA 1)

The State's contract was presented at the December 20, 2021, Board of Commissioners meeting and approved. The County is expected to receive the first installment of Emergency Rental Assistance (ERA 1) funds in the amount of \$17,452,503.07. Funds will be used to provide rental assistance and other housing related services to eligible renters who were economically impacted by the COVID-19 pandemic.

PROJECTS AND ACTIVITIES FOR JULY 1, 2021 – JUNE 30, 2022 FUNDING CYCLE

Public Services Projects and Activities:

- Better Health of Cumberland County / \$35,637 in CDBG funds: to provide prescription medication, eye exams, eyeglasses, dental extractions, and transportation assistance to low to moderate income persons.
- Cape Fear Valley Hospital - Cumberland County Medication Access Program / \$15,000 in CDBG (pending): For prescription medication and supplies. Will serve low to moderate income persons.
- Cumberland HealthNET / \$82,000 in CDBG / CDBG-CV: To use for coordinated entry positions and other operating expenses.
- The Salvation Army / \$15,000 in CDBG: For shelter operating costs. Will serve homeless individuals and families.
- Pending CDBG-CV awards: To provide additional rental assistance support low to moderate income households.

Affordable Housing Development / Investor Owner Rehabilitation Projects

- Action Pathways / \$89,000 in CDBG funds: For acquisition and rehabilitation housing units. This project will benefit low to moderate income residents.
- Hillside – FMHA LLC / \$422,604 in CDBG funds (Pending Agreement Approval): Full rehabilitation of the 32-unit senior complex.
- Kingdom Community Development Corporation / \$500,000 in HOME funds): For acquisition and construction of affordable housing units located in Spring Lake.

Public Facilities / Infrastructure Projects:

- Myrover-Reese Fellowship Homes – Expansion Project / \$269,000 in CDBG funds (Pending environmental review): Funds will be used to renovate the admin building, fellowship hall, and housing units.
- **Potential Public Facilities** – Pending award and environmental review clearance.

Housing Rehabilitation Projects (Owner-occupied)

- Currently have seven (7) projects (minor and full rehabs) with pending agreements or project completion.

CDBG-CV Funds (2nd Allocation)

Cumberland County received a second allocation of CDBG-CV funding from HUD in the amount of \$435,210, bringing the total allocation for CDBG-CV funds to \$944,404. An amendment to the Program Year 2019 Annual Action Plan was submitted to HUD to outline how funds will be allocated. The Community Development Department recommended the following allocations:

CDBG-CV	Allocation
FY-19-20 CDBG-CV	\$944,404

Administration	\$100,000
Public Services (Human Services)	\$500,404
Economic Development	\$344,000
Total CDBG-CV Allocations	\$944,404

Update on expenditures:

- **Small Business Resiliency Program** – Application process was reopened and will remain open until funds are no longer available. Awards have been provided to 22 businesses totaling approximately \$203,082. Applications are still being accepted until funding is no longer available.
- **Public Services** – CDBG-CV funds will also be used to fund agencies providing public services. The Department of Public Health was awarded \$226,000 to expand health services related to COVID-19.
- Community Development is partnering with nonprofit agencies to use funds towards public services to assist any unmet needs and administration (not to exceed 20% of the total).

CDBG - Disaster Recovery

Currently have a contract with The Wooten Company for construction documents, bidding, and construction administration in the amount not to exceed \$90,573. The Wooten Company presented the Robin's Meadow design before the Board of Commissioners on June 11, 2020. The contract was approved by the Board on June 15, 2020. The Wooten Company has finalized documents and plans with the Fayetteville Technical Review Committee. An Invitation for Bid (IFB) for the construction of Robin's Meadow was posted with a deadline of June 17, 2021. No bids were received. The IFB was reissued with a deadline of July 27, 2021, but eventually was cancelled. We are hoping to repost the IFB within the next few months once the construction prices have stabilized.

Fayetteville / Cumberland County Continuum of Care (CoC) on Homelessness

The CoC Board meeting is held the fourth Monday of every month at 4:00 p.m.

Robin's Meadow Transitional Housing (Grant Cycle: July 1, 2020 – June 30, 2021) - \$80,517

County-owned property (12 apartment style units) is provided as transitional housing for homeless families with children. Cumberland County Community Development currently serves as grantee but will eventually transfer grantee responsibilities to another agency through a Request for Proposal process.

Safe Homes for New Beginnings (Grant Cycle: December 1, 2020 – November 30, 2021) - \$59,957

Community Development currently partners with Family Promise (formerly Cumberland Interfaith Hospitality Network) for the provision of housing units and case management. Community Development is planning to transfer grantee responsibilities to Family Promise, pending the CoC approval.

Continuum of Care (CoC) Planning: \$21,324

Used to fund one FTE position (CoC Coordinator) to assist the local Continuum of Care group with planning, submission of grant applications, project monitoring, and other CoC related activities.

Emergency Solutions Grant – CV

Cumberland County Community Development serves as the Collaborative Applicant / Lead Agency on behalf of the CoC in the submission of grant applications to the State for Emergency Solutions Grant. Recently, the State allocated approximately \$130K to the Fayetteville / Cumberland County community. A local Request for Proposal was issued, and three agencies applied and were recommended for funding. The applications have been forwarded to the State for final approval. These projects consist of two homeless shelters and one homeless prevention program.

Homeless Initiative (City and County) – The Homeless Committee last met on November 4, 2021, at the Cumberland County Courthouse. At the meeting, the Committee reviewed a draft copy of the Charter and approved the list of activities and costs associated with providing supportive services to homeless persons.



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 1/6/2022

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 JANUARY 13, 2022
BOARD OF COMMISSIONERS' AGENDA SESSION

Status as of December 31, 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. 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



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JANUARY 13, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

DATE: 1/6/2022

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	70% Complete. New roof has been completed and building is completely dried-in. Over the next two weeks: application of primer on drywall; installation of ceiling grid; pouring concrete pads for new equipment and mechanical yard; construction of CMU wall for mechanical yard; complete electrical wiring; complete lightning protection; install wire racks under raised floor areas; repair existing walls for new windows; installing vapor barrier; trim parapet caps and pull test roof membrane for CAT-3 Hurricane Standards. Awaiting approval of electrical change orders and delivery of critical items (UPS and Backup Generator). Estimated completion date is June 30, 2022.	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 January 2022. 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; Submittals have been received. Awaiting delivery of equipment. Expected start date is March 1, 2022.	N/A	N/A
Judge Maurice E. Braswell Courthouse Switchgear Replacement	\$470,000.00	Project complete.		
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	\$115,000.00	De-scoped flooring from contract. Adjusted contract amount is \$115K. Awaiting contract completion. Estimated start date is mid-February 2022.	N/A	N/A
DSS Camera Replacement and Security System Upgrades	\$219K	25% complete. Conducted project kickoff meeting November 29, 2021. Started wiring December 13, 2021. Estimated completion date is March 7, 2022.	10/11/2021	270 days
Public Health Camera Replacement and Security System Upgrades	\$202K	70% complete. Construction started on November 1, 2021. Experienced two user-requested changes due to faulty equipment. Estimated completion date is mid-February, 2022.	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	Prebid held November 30, 2021. Bid opening conducted on January 4, 2022. Owens Roofing lowest bidder; pending bid award and contract process.	N/A	N/A
Judge Maurice E. Braswell Courthouse roof replacement	\$400K	Prebid held November 30, 2021. Bid opening conducted on January 4, 2022. Owens Roofing lowest bidder; pending bid award and contract process.	N/A	N/A
LEC roof replacement	\$300K	In design with Fleming and Associates.	N/A	N/A