
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 564
FEBRUARY 10, 2022
1:00 PM

INVOCATION- Commissioner Michael Boose

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
 - A. January 13, 2022 Agenda Session Regular Meeting
3. CONSIDERATION OF AGENDA ITEMS
 - A. Board of Commissioner Feedback Regarding a Proposed General Government Services Facility
 - B. Transportation Services for Public Health Clients
 - C. Request to Waive Out of County Library Card Fees for Cumberland County Employees to Support the Cumbeland County READS Initiative
 - D. Renewal of North Carolina Non-Congregate Sheltering Memorandum of Agreement
 - E. Contract for Professional Auditing Services
 - F. Re-Issue of Fiscal Year 2021 Annual Comprehensive Financial Report
 - G. Formal Bid Award for Headquarters Library Boiler Replacement
 - H. Proposal for Engineering Services for Emergency Watershed Protection (EWP) Project
 - I. Incentives Agreement for DANSONS LLC (Project BBQ)
 - J. Closure of H. Geddie Ave. and a Portion of E. Holmes St.
4. OTHER ITEMS
5. MONTHLY REPORTS
 - A. Financial Report
 - B. Health Insurance Update
 - C. Community Development Block Grant - Disaster Recovery (CDBG-DR) Update
 - D. Southern Health Partners, Inc. Quarterly Statistical Report on Inmate Health Care
 - E. Project Updates

6. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

March 10, 2022 (Thursday) 1:00 PM

April 14, 2022 (Thursday) 1:00 PM



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

DATE: 2/3/2022

SUBJECT: BOARD OF COMMISSIONER FEEDBACK REGARDING A PROPOSED GENERAL GOVERNMENT SERVICES FACILITY

Requested by: AMY CANNON, COUNTY MANAGER

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

BACKGROUND

On May 3, 2021, Cumberland County advertised a Request for Qualifications for a General Government Services Building Space Utilization and Site Analysis study. The Study would examine current usage within the Judge E. Maurice Braswell Cumberland County Courthouse (JEMB Courthouse), the Cumberland County Historic Courthouse, and 109 Bradford Avenue to determine the space needs for the departments that are currently housed in these facilities and if they should be relocated to a future General Government Services Building.

Creech and Associates' analysis will provide the County with the requisite data in order to create a Facilities Master Plan that incorporates the future design and construction of a new General Government Services Building and select renovations to the other facilities with the results providing a recommendation on the size and location of the new General Government Services Building.

Interviews with the Board of Commissioners, County Management and Department Heads were conducted from December 7, 2021 through January 11, 2022. During interviews with several of the County Commissioners, a number of questions arose that necessitated clarity, discussion with the Board and feedback back to Staff and the Consultants.

Attached is the list of questions and responses for the Board of Commissioners' review and discussion.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners discuss the feedback received from Commissioner interviews and provide guidance to Staff and the Consultant.

ATTACHMENTS:

| Description | Type |
|------------------------------------|-----------------|
| Commissioners' Meetings Memorandum | Backup Material |

MEMORANDUM

Meeting Date: February 10, 2022
Project: Cumberland County Facilities Master Plan
Project Number: 21041
Subject: **Commissioners' Meetings**

Creech & Associates attempted to interview all Commissioners regarding the space needs assessment. The team offered multiple meeting slots for all Commissioners, but several were unable to attend. We were able to meet with 4 commissioners across 2 time slots. The pertinent items from the discussions are presented below as both questions and clarifications.

Questions

1. *Is there a desire to increase the study scope to incorporate additional facilities and/or departments?* Departments of mention include Human Services. Facilities of mention include county-owned facilities currently under low-value lease agreement.
2. Previous studies and visual observations suggest the JEMB was planned for vertical expansion. This expansion strategy typically presents multiple challenges including disruption of staff and viability the 40+ year old structural system complies with current seismic and other requirements for essential facilities. *Should this expansion capacity be verified and considered as an option?*
3. *Should the chamber be reserved for commissioner meetings and related government boards, or designed to be more flexible and used by a wider audience?*
4. The notion of customer service via drive-thru or drop box has surfaced multiple times during discussions. There is concern a drive-thru or drop box directly connected to the building is a security risk for explosive devices. Self-serve kiosks other virtual platforms are being implemented, and in-person tax payments are trending downward as generations age out. *Should the Government Center have a drive-thru or drop box directly connected to the building?*

Clarifications

1. 707 Executive is currently occupied by the county through a no-cost lease, and thus has been removed from the master planning portion of the study. The Community Development suite that currently resides there is still included in the space needs assessment portion of the study.
2. The commissioners' offices will be maintained in the new Government Center at a consistent size of 120 square feet, or office standard type D. This proposed size is an average of the current commissioner's office excluding the Chairman. A conference room for 8 people will also be included within the suite.
3. There is consensus that the historic courthouse is an important part of the county inventory and should be preserved. Two ideas have surfaced during the initial study phases. One idea from a previous plan was to renovate the courtroom in the historic courthouse as the chamber and move the commissioner offices into that building. A second more current idea is to convert the facility into a museum that provides a time capsule for citizens to see a historic recollection of the city's

evolution. Either approach will address challenges found in the constraints of the National Register of Historic Places, and how they implicate building use and accessibility. There have been no conclusions made at this point, and both approaches can be considered as we develop options.

4. Commissioner's Chamber

- A. The dais should be ADA accessible and have more space between commissioners to be more functional and allow for social distancing.
 - B. The dais should be sufficiently equipped with power and technology for each member, and the dais radius should be deeper to facilitate eye contact among all seated.
 - C. Provisions for individual confidence monitors should be integrated.
 - D. Seating for staff adjacent to the dais should be furniture that can be moved as required.
 - E. There was a split decision on fixed versus moveable audience seating. There was consensus that audience seats should be wider than the existing original seats. A seating capacity of 80 should suffice for typical meeting attendance.
 - F. ADA audience seating should be dispersed with integrated companion seating and not limited to any single location.
 - G. Include an intentional signup space for speaking during a meeting adjacent to the Clerk or chamber entry to facilitate instructions as the public signs up, including ADA access.
 - H. The podium should be ADA accessible and able to facilitate children.
 - I. The executive conference room should be adjacent to the chamber behind the dais with seating for at least 16, a men's and women's restroom, and a kitchenette.
5. The county has made progress in technology upgrades that improve online services. These changes can shift staff resource demands across departments, such as more IT staff and less dedicated to in-person customer service. In most cases this has resulted in no net reduction in staff. Additional options are being explored to further improve customer service through technology.
6. If the new Government Center is located outside of downtown, commissioners could maintain a shared office at either JEMB or the historic courthouse for touchdown in the area.
7. The notion of remote working has surfaced multiple times during interviews. The County has distributed a remote work survey to departments and is in the process of collecting more information about this topic. We will take that data into consideration as we develop future plans and recommendations.

End of Memorandum



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 2/10/2022

SUBJECT: TRANSPORTATION SERVICES FOR PUBLIC HEALTH CLIENTS

Requested by: COMMISSIONER CHARLES EVANS

Presenter(s): COMMISSIONER CHARLES EVANS

BACKGROUND

Commissioner Charles Evans requested that consideration be given to transportation services for Public Health clients.

RECOMMENDATION / PROPOSED ACTION

For consideration.



PUBLIC LIBRARY AND INFORMATION CENTER

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FAITH B. PHILLIPS, LIBRARY DIRECTOR

DATE: 1/28/2022

SUBJECT: REQUEST TO WAIVE OUT OF COUNTY LIBRARY CARD FEES FOR CUMBERLAND COUNTY EMPLOYEES TO SUPPORT THE CUMBELAND COUNTY READS INITIATIVE

Requested by: SALLY SHUTT, ASSISTANT COUNTY MANAGER

Presenter(s): FAITH B. PHILLIPS, LIBRARY DIRECTOR

BACKGROUND

The Cumberland County Public Library is requesting approval from the Board of Commissioners to waive out of County Library Card Fees for Cumberland County Employees to implement the new CC READS initiative. CC READS is an initiative put forward by the library to ensure that all county employees have access to our physical and electronic library resources.

If approved, the library would work with other county departments to implement the practice of issuing a library card as part of the county onboarding process. The library would also work with departments so that existing staff members could be issued a library card with their Cumberland County ID badge. The library would host on site library card drives at employee locations throughout the county to promote awareness of services and of CC READS.

The idea developed in a discussion of how the library could work to support the County's strategic initiatives of recruitment and retention, as well as increased communication and collaboration between departments. Our library has a robust offering of services that can help strengthen and develop our workforce from the knowledge found in Brainfuse JobNow, HelpNow, VetNow and Adult Learning Center that provide free online skills assistance, resume writing classes, and live interview coaching to specialized resources such as the Criminal Justice Database that are to assist employees working in criminal justice, law enforcement and related

fields; the library system has many professional development resources for our county staff.

Thank you for your consideration of this request.

RECOMMENDATION / PROPOSED ACTION

Staff recommend the following action be placed on the February 21, 2022 Board of Commissioners Consent Agenda:

Waive out of County Library Card Fees for Cumberland County Employees to Support the CC READS Initiative

ATTACHMENTS:

| Description | Type |
|-------------------|-----------------|
| CC READS Proposal | Backup Material |



Cumberland County Rockin' Employee Delivery & Access Service

Or Cumberland County READS

Who:

Cumberland County READS is available to all Cumberland County Government Staff, regardless of County of Residence

What:

Cumberland County READS is a program proposed by the Library leadership team in order to promote reading to all county employees, to promote cross-departmental awareness and collaboration, and to provide another benefit to county employees to help promote county wide recruitment and retention.

Like the Virtual Learning Center sign up, County Employees would be able to email a designated email address/point person to sign up for library cards. We would also work with Human Resources (if the initiative is approved) to make getting a library card a part of the onboarding process. Library staff would process and create the cards for new county staff members and give the info to HR/the appropriate department for onboarding. Collaboration would be the sharing of information of the new hires across the county on a regularly agreed upon basis.

With the new county wide intranet, the Library would work to promote resources and programs to staff – for example our Brainfuse or Freegal Services. Brainfuse can be used by staff members and their children for online tutoring, improvement of resumes, enhance writing skills, etc. The library also has access to a variety of trainings that would help employees improve on job skills. Freegal could be beneficial to staff who like to listen to music while they work – instead of using youtube to stream music, they can use a library provided resource.

County staff members would also be able to use all of our physical materials – books, dvds, etc.

When:

This program would be implemented as soon as possible after approval and as soon as all logistics are considered. A target date may be national library week in April of 2022.

**Where:**

All Cumberland County Public Libraries & Cumberland County Government departments. Staff would have cards for free regardless of their county of residency.

Why:

As mentioned previously, Cumberland County READS would be a benefit of employment for all CC employees. It would further the County's goals of cross-departmental collaboration and awareness. It would support the families of CC employees through increased access to educational resources. For the library – the initiative would help the library as we continue to work to increase awareness, circulation counts, and library card users in a post-COVID-19 closure environment. As the Library Leadership Team works on our strategic planning for the future of increasing the library's branding and presence in the community, we are working to start at home, and then move outward. We are ensuring all of our library staff have library cards and understand our resources, and then the next step outward would be supporting CC employees.

How:

The CC READS program proposal would be approved by County Management to then be brought before the BOCC in order to waive the out of county library card fees for CC employees. Upon approval, the Library Leadership Team and Library Staff would work to implement the program and work with other department heads and the PIO to spread information.

The library would work with other departments to host library card sign ups in key locations. These locations include the courthouse, DHHS, DSS, and traveling to other departments to sign staff and customers up for library cards. CC staff would need to show their CC employee badge to be able to have the out of county fee waived as a part of the library card sign up process. This would be automatic for new employees in the onboarding process.



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 1/31/2022

**SUBJECT: RENEWAL OF NORTH CAROLINA NON-CONGREGATE SHELTERING
MEMORANDUM OF AGREEMENT**

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

Presenter(s): GENE BOOTH, EMERGENCY SERVICES DIRECTOR

BACKGROUND

Cumberland County participates in the non-congregate sheltering (NCS) program, sponsored by North Carolina Emergency Management. The program is a collaborative effort between the State, Counties, and local partners to secure hotel and motel rooms (or other suitable shelter locations), as well as essential wrap-around services, for an individual with no other safe place to quarantine, isolate, or social distance due to COVID-19. This program must be explicitly used for COVID-19 and cannot be used as a primary form of shelter for weather-related disasters or events unless a federally declared disaster is in place. In conjunction with local non-profits and Faith-based organizations, Cumberland County has sheltered and provided meals for over 70 citizens and provided transportation to the non-congregate shelter and testing for 35 citizens of Cumberland County. 92% of services have been provided to our at-risk population who have been exposed, need quarantine, or have a qualifying medical condition.

RECOMMENDATION / PROPOSED ACTION

Cumberland County Emergency Services recommends the following action be placed on the February 21, 2022 Board of Commissioner's meeting as a Consent Agenda Item:

Renew the Memorandum of Agreement (MOA) with North Carolina Emergency Management for expedited

reimbursement for Non-Congregate COVID-19 Sheltering

ATTACHMENTS:

Description

MOU with NCDPS

Type

Backup Material

North Carolina Non-Congregate COVID-19 Sheltering Memorandum of Agreement

This agreement is made and entered into between the North Carolina Emergency Management (NCEM) and _____ [hereinafter “Organization”] to establish terms of agreement for the sheltering of displaced persons or persons needing isolated sheltering in response to the pandemic COVID-19.

Purpose/Background:

NCEM is working with local governments and organizations to provide non-congregate sheltering statewide for persons who have tested positive for COVID-19 or who have been exposed to COVID-19 and do not have a safe place to isolate or quarantine, as well as individuals who are high-risk and need a safe place to social distance. The non-congregate sheltering (NCS) program is a collaborative effort between the State, counties, and local partners to secure hotel and motel rooms (or other suitable non-congregate shelter locations like dormitories), as well as essential wrap around services, for individuals with no other safe place to quarantine, isolate, or social distance due to COVID-19. The purpose of this agreement is to set forth the terms by which NCEM and Organization will cooperate in the disaster recovery and sheltering of citizens for the COVID-19 event, and enhance cooperation, communication, coordination, and collaboration between any potential stakeholders that would aid in the goal of this agreement.

Whereas, N.C. Gen. Stat. §§ 166A-19.10, -19.11, -19.12 and - 19.30 provide the Governor, Secretary of Public Safety and Division of Emergency Management with additional authority to manage state resources during a declared state of emergency;

Whereas, U.S. Department of Health and Human Services Secretary Alex Azar declared a public health emergency in the United States for COVID-19 on January 31, 2020 pursuant to Sec. 319 of the Public Health Service Act;

Whereas, Governor Roy Cooper issued Executive Order No. 116 on March 10, 2020 and declared a North Carolina state of emergency based on the public health emergency posed by COVID-19;

Whereas, President Donald J. Trump declared a nationwide emergency on March 13, 2020 because of the COVID-19 pandemic pursuant to Sec. 501(b) of the Stafford Act and subsequently approved major disaster declarations for all states and territories pursuant to Sec. 401 of the Stafford Act, including for North Carolina on March 25, 2020;

Whereas, the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) recognizes that non-congregate sheltering may be necessary to protect public health and save lives;

Whereas, Federal funding is available in the form FEMA Public Assistance for Emergency Protective Measures (Category B) for non-congregate sheltering; Whereas, it is in the best interest of the State of North Carolina and its residents to stop and slow the spread of the COVID-19 virus; and it is proven that adequate social distancing measures aid in that effort, non-congregate sheltering facilities should be made accessible statewide.

The State is working on removing barriers and ensuring access for highly vulnerable and historically marginalized populations to safely isolate, quarantine, and social distance. These highly vulnerable populations would include, but are not limited to:

1. First Responders and healthcare workers who do not require hospitalization but need to avoid direct contact with their families due to exposure to COVID-19;
2. Those who test positive for COVID-19 who do not require hospitalization but need isolation (including those exiting from hospitals);
3. Those who have been exposed to COVID-19 who do not require hospitalization but whom warrant quarantine;
4. Other persons needing social distancing as a precautionary measure, as determined by public health officials, particularly for high risk groups such as people over 65 or with certain underlying healthy conditions (respiratory, compromised immunities, chronic disease), this may include those whose living situation makes them unable to adhere to social distancing guidance

NOW, THEREFORE, in consideration of the parties and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

Responsibilities of Parties:

- A. NCEM agrees to reimburse Organization for eligible FEMA Public Assistance non-congregate sheltering expenses specific to the COVID-19 event and related to the sheltering of above-described individuals for the first 14 days of their stay in non-congregate sheltering, or if the individual being sheltered continues to test positive, thereby creating a danger to themselves or others if released from the non-congregate sheltering program.
- B. Organization will provide coordination assistance with NCEM officers, agencies and departments to ensure open communication and cooperation with NCEM; and disseminate information to sheltered individuals, and the community at large.
- C. Organization will report their sheltering counts, costs, and other data weekly, as currently required by close of business every Friday to the NCEM Program Administrator. If Friday is recognized as a Federal or State holiday, reporting data will be required on the nearest preceding work day.

Organization will provide additional reporting or documentation, upon request as soon as reasonable.

Reporting data will include but is not limited to the following:

- Location of the Facilities in use;
- Type(s) of location;
- Maximum capacity;
- Number currently sheltered;
- Average cost per night;
- Average length of stay.

D. Organization will maintain documentation for all eligible clients and expenses, and make such documentation available upon request.

- Specific need for each individual sheltered (e.g., what eligibility category is applicable to the individual);
- Length of stay for each individual sheltered;
- Age of each individual sheltered;
- If applicable, number of meals provided for each individual sheltered;
- If applicable, number of individuals with access or functional needs sheltered;
- If applicable, number of household pets sheltered;
- If applicable, number of assistance and service animals sheltered;
- If applicable, type of shelter provided for animals as stand-alone, co-located, co-habitational;
- If applicable, other Federal non-FEMA assistance the Organization receives related to the specific activity being conducted;
- Description of services provided to sheltered individuals;
- Vendor contracts;
- Invoices with proof of payment.

E. Organization will comply with FEMA procurement requirements, as listed in Attachment A and found at 2 C.F.R. §§ 200.317 – 200.326, and follow FEMA's guidance for Procurement Under Grants Conducted Under Exigent or Emergency Circumstances, available at

[https://www.fema.gov/sites/default/files/2020-](https://www.fema.gov/sites/default/files/2020-06/procurement_during_ee_circumstances_factsheet_ea_031820.pdf)

[06/procurement_during_ee_circumstances_factsheet_ea_031820.pdf](https://www.fema.gov/sites/default/files/2020-06/procurement_during_ee_circumstances_factsheet_ea_031820.pdf). Organization will comply with State of North Carolina Compliance Provisions as listed in Exhibit B.

F. When Organization pays any applicable Vendors, Organization will retain a copy of the payment method and will make available to NCEM the verification of payment within 30 days of payment being made.

- G. Organization will identify a non-congregate sheltering site at a hotel/motel, trailer, dormitory, or other FEMA approved setting and set up contractual relationship with site that dictates terms and rates. Every effort should be made that the rates not exceed the allowable state rate for rooms.
- H. Organization will assist NCEM in pandemic response and recovery by facilitating the temporary use of Organization equipment and supplies, insofar as governmental regulations, resources, and priorities allow and are requested.
- I. Organization will coordinate with NCEM for any additional assistance or resources necessary to facilitate the limited goal of this agreement in the sheltering of North Carolinians.
- J. Organization will provide or contract with vendors to provide eligible wrap-around services including food provisions/meals, laundry services, security, medicine, cleaning/disinfecting, transportation, mental health or other access needs. Case management and mental health counseling are ineligible for reimbursement.

Transportation for this Agreement shall be understood as the movement of persons to and from the shelter location from medical facilities or living locations, as well as to and from medical appointments.

It is highly recommended that Security be present at the facility. If Security is not provided, Organization will ensure that local law enforcement is aware of the sheltering location.

Organization intends to facilitate the following wrap around services through third party vendors it will bill, at cost, the expenses incurred to NCEM: (check all that apply)

- ☐ Food
- ☐ Laundry
- ☐ Security
- ☐ Medicine
- ☐ Cleaning/Disinfecting
- ☐ Transportation
- ☐ Care for those with disabilities and/or access and functional needs

- K. NCEM agrees that it will finance the cost of sheltering individuals in the jurisdiction controlled by the Organization and certain preapproved wrap around services.
- L. Organization must provide timely invoices at least bi-weekly basis to NCEM. Organization should be able to operate without receiving payment for those invoices for a period of at least thirty (30) business days after receipt.

- M. All billing and payment procedures will be clearly defined by the Non-Congregate Sheltering Facts Sheet and should be strictly adhered to.
- N. NCEM agrees that it will reimburse Organization for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of verified receipts or time sheets. NCEM will not pay or reimburse Organization for any operational or administrative fees associated with use of the Facility pursuant to this Memorandum of Agreement. NCEM shall not be responsible for costs or expenditures by Organizations not directly related to sheltering activities or wrap around services conducted pursuant to this Memorandum of Agreement.
- O. NCEM agrees that it shall exercise reasonable care in the conduct of its activities and the use of Organization' property and further agrees to replace or reimburse Organization for any items, materials, equipment or supplies that may be used in the conduct of sheltering activities within the Organization jurisdiction.
- P. NCEM agrees that it will be responsible for replacing, restoring, or repairing damage caused by the use of any building, facilities or equipment belonging to Organization as a direct result of sheltering activities conducted pursuant to this Memorandum of Agreement. NCEM shall not be responsible in any way for any damages or losses to the Facility or Organization resulting in negligence of an individual or not directly resulting from sheltering activities conducted pursuant to this Memorandum of Agreement.
- Q. NCEM shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to Organization shall be promptly directed to the NCEM's Public Information Officer. Despite the foregoing, requests made to Organization pursuant to N.C. Gen. Stats. Ch. 132, the Public Record Law, shall be address per the law's requirements.

Issue Elevation:

Any disputes arising out of this agreement shall be resolved in the most informal way possible for the mutual interest of all parties. Claims should be submitted to the other entity in writing for prompt resolution. Entities shall negotiate in good faith and use all reasonable efforts to resolve disputes.

Authorities:

By agreeing to the terms and conditions set forth in this Memorandum of Agreement, Organization's officers, employees, and agents are considered emergency management workers for purposes of N.C. Gen. Stat. § 166A-19.60 to the extent that Organization, its officers, employees, and agents act in good faith, without willful misconduct or gross negligence, and under the direction and control of Government pursuant

to this Memorandum of Agreement. Government assumes no liability for any wrongful acts of Organization, its officers, employees, and agents arising out of performing any activities pursuant to this Memorandum of Agreement.

Nothing in this Memorandum of Agreement shall be construed to or is intended to conflict with current laws or regulations of the United States of America, the State of North Carolina, or Government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Memorandum of Agreement shall remain in full force and effect.

This Memorandum of Agreement shall be governed by the laws of the State of North Carolina as well as all contract provisions listed in Attachments A: 2 C.F.R Part 200 Contract Provisions and Attachment B: State Compliance Provisions, the provisions of both Attachments are incorporated to this Agreement by reference and are binding on Organization

Amendments:

This Memorandum of Agreement may be amended when such an amendment is agreed to in writing by all Parties. The amendment will be effective on the date a copy of the amended MEMORANDUM OF AGREEMENT has been signed by all of the Parties.

Duration/Termination:

This Memorandum of Agreement shall become effective on **upon signing by both parties**. If either party determines that the terms of the Memorandum of Agreement will not or cannot be carried out, that entity shall immediately consult with the other entity to develop an amendment to this Agreement. If within fourteen (14) days an amendment cannot be reached, any entity may terminate the Memorandum of Agreement upon written notification to the other Party(ies).

This Memorandum of Agreement shall remain in effect for only as long as the Non-Congregate Sheltering actives continue to be approved by the Federal Government, the State of Emergency Declaration by the Governor is still in effect or for one (1) year, whichever comes first. Prior to such time, Parties may consult to reconsider the terms of this Memorandum of Agreement and extend it for another term. Any extension should be made or captured in writing. Either party, upon ten (10) days written notice to the other party, may terminate this agreement. The terms of this agreement, can be modified with the consent of both parties, and must be made in writing.

FINAL AGREEMENT

This Agreement is intended by the Parties to be the final, exclusive, and complete expression of their agreement and its terms. All prior understandings or agreements on the subject matter hereof are terminated and superseded.

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AND NOW, this _____ day of _____ 20____, the parties hereby acknowledge the foregoing as the terms and conditions of this Agreement.

NCEM

ORGANIZATION

Authorized Signature, **[Insert Title]**

Name Authorized Signature, **[Insert Title]**

Date

Date

----- The Remainder of this Page is Left Intentionally Blank -----

Program Monitoring. Property Owner agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the project or projects to which this facility usage agreement relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Termination for Cause. If through any cause, Property Owner shall fail to fulfill in a timely or proper manner any obligations under this Agreement, or if Property Owner shall violate any of the covenants, agreements, or stipulations of the Contract, NCEM shall thereupon have the right to terminate this Agreement by giving written notice to Property Owner of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall effect termination according to the following procedure:

- a. Notice to Cure. NCEM shall give written notice of the conditions of default, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Property Owner shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
- b. Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Agreement, in whole or in part. NCEM shall give the Property Owner written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Agreement is terminated and the effective date of the termination.
- c. In such event, all finished or unfinished documents, data, studies, and reports prepared by Property Owner entitle Property Owner's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Property Owner shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Agreement by Property Owner. NCEM may withhold any payments to Property Owner for the purpose of set off until such time as the exact amount of damages due NCEM from Property Owner is determined.

Termination for Convenience. The Agreement may be suspended and/or terminated without liability to the State and NCEM is under no obligation to make any payments to the Property Owner. The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Equal Employment Opportunity. During the performance of this Agreement, the Property Owner agrees as follows:

- a. The Property Owner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Property Owner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Property Owner agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Property Owner will, in all solicitations or advertisements for employees placed by or on behalf of the Property Owner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Property Owner will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Property Owner's legal duty to furnish information.
- d. The Property Owner will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Property Owner's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Property Owner will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Property Owner will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Property Owner's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Property Owner may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Property Owner will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor. The Property Owner will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Property Owner becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the administering agency, the Property Owner may request the United States to enter into such litigation to protect the interests of the United States.

The Property Owner further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Property Owner so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Property Owner agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of any vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Property Owner further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

Anti-Discrimination. Property Owner will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

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

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1) the Property Owner and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Property Owner and subcontractor shall be liable

to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).

- c. Withholding for unpaid wages and liquidated damages. NCNCEM shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).
- d. Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

The Property Owner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Property Owner agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

The Property Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Property Owner agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Debarment and Suspension

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Property Owner is required to verify that none of the Property Owner's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Property Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by NCEM and any Activating Entity. If it is later determined that the Property Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM and any Activating Entity, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Property Owner agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Property Owner or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended)

Property Owner s who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Property Owner s must sign and submit to the NCEM the certification. See final page.

Procurement of Recovered Materials

- a. In the performance of this contract, the Property Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Property Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Women and Minority Owned Businesses. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and Property Owner to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

Access to Records. The following access to records requirements apply to this contract:

- a. The Property Owner agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, and the Activating Entity access to any books, documents, papers, and records of the Property Owner which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Property Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Property Owner agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, NCEM, the Activating Entity, and the Property Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. Property Owner agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Property Owner which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions

Records Retention. All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

Energy Efficiency. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

Personnel. Property Owner represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State, NCEM, or Activating Entity. All of the work required hereunder will be performed by Property Owner or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

Program Fraud and False or Fraudulent Statements or Related Acts. Property Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Property Owner, or any other party pertaining to any matter resulting from the contract.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Property Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

DHS, Seal, Logo, and Flags. The Property Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

Date

Attachment B: State Compliance Provisions

1. **Non-Governmental Entities:** Non-governmental entities (not-for-profit and for-profit entities) must adhere to N.C. Gen. Stat §143C-6-22.
2. **Compliance:** The ORGANIZATION shall be wholly responsible for the supervision of its employees and assistants. The ORGANIZATION shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority.

The ORGANIZATION acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR Part 200. The ORGANIZATION further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the ORGANIZATION shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the ORGANIZATION hereunder.

3. **Historically Underutilized Businesses:** If ORGANIZATION is a private, nonprofit corporation other than an institution of higher education or a hospital that receives an appropriation of five hundred thousand dollars (\$500,000) or more during a fiscal year from the General Assembly, it shall comply with North Carolina General Statute 143-48 and report to the North Carolina Department of Administration annually on what percentage of its contract purchases of goods and services, through term contracts and open-market contracts, were from minority-owned businesses, what percentage from female-owned businesses, what percentage from disabled-owned businesses, what percentage from disabled business enterprises and what percentage from nonprofit work centers for the blind and the severely disabled. Reporting on contract purchases of goods and services will be submitted to the North Carolina Department of Administration's Office for Historically Underutilized Businesses (HUB) using the NC Interactive Purchasing System's HUB reporting system. Contact the HUB Office at 919-807-2330 or huboffice.doa@doa.nc.gov for instructions and to gain access to the NC Interactive Purchasing System's HUB reporting system.
4. **Sanctions for Non-Compliance.** The applicant ORGANIZATION agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the NCEM may take any or all of the following actions:
 - (a) Cancel, terminate, or suspend this contract in whole or in part;
 - (b) Withhold funding to the ORGANIZATION until satisfactory compliance has been attained by the ORGANIZATION;
 - (c) Refrain from extending any further funding to the ORGANIZATION under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the ORGANIZATION;
 - (d) Refer the case for appropriate legal proceedings.

5. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the ORGANIZATION. The amount of funding from the NCEM shall not exceed the estimated funds budgeted in the approved contract. The ORGANIZATION shall initiate and prosecute to completion all actions necessary to enable the ORGANIZATION to provide its share of the project costs at or prior to the conclusion of the project. All unexpended grant funds shall be remitted to the NCEM within thirty (30) days of the project completion date. The ORGANIZATION must have an adequate accounting system to identify costs chargeable to the project. The ORGANIZATION agrees that funds paid through this Agreement shall be accounted for in a separate fund and accounting structure within the ORGANIZATION's central accounting and grant management system. The ORGANIZATION agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described above. If eligible, the ORGANIZATION and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
6. **Project Directors and Notices.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the ORGANIZATION or the ORGANIZATION's governing body. Any notice required or permitted under this Agreement shall be delivered to the ORGANIZATION's Project Director or NCEM Authorizing Official. Notice may be given to the ORGANIZATION's Project Director or NCEM Authorizing Official by mail, first-class postage prepaid, or by facsimile transmittal or by electronic mail with the original to follow by first-class mail. Either party may change the name, address, telephone number, fax number or email address of its Project Director or NCEM Authorizing Official by giving timely written notice to the other party.
7. **Records Access and Retention.** The ORGANIZATION shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its persons, books, records, accounts, other sources of information, and its facilities as may be determined by the NCEM, or the State to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the ORGANIZATION shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the NCEM or until all audit exceptions have been resolved, for such inspection and audit or until litigation has concluded, whichever is longer. Pursuant to N.C. Gen. Stat. §147-64.7, the NCEM, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the ORGANIZATION insofar as they relate to transactions with any board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
8. **E-Verify requirements.** If this contract is subject to N.C. Gen. Stat. §143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
9. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to

contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each ORGANIZATION, prior to contracting with the State certify, and the undersigned ORGANIZATION Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the ORGANIZATION is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the ORGANIZATION shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned ORGANIZATION Authorizing Official is authorized by the ORGANIZATION to make this Certification.

10. **Regulation:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use including but may not be limited to, N.C. Gen. Stat. 143C-6-21, 143C-6-22, 143C-6-23, and 09 NCAC 03M (Notice of Certain Reporting and Audit Requirements), Chapter 166 of the North Carolina General Statutes at N.C. Gen. Stat. 166A-1 et. seq., The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. §5121 et. seq., 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 60, 206, 209, 220, 221, 2 CFR 200, Appendix II to Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards", and applicable HUD regulations, policies, and guidance if CDBG-DR funds are used under this Contract. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
11. **Taxes:** disburse The ORGANIZATION shall be responsible for all taxes. The ORGANIZATION shall complete, execute, notarize and return the "State Grant Certification – No Overdue Tax Debts" form. The ORGANIZATION shall complete and return the "Substitute W-9 Form Request for Taxpayer Identification Number" form. The ORGANIZATION agrees that failure to provide NCEM with a correct taxpayer identification number authorizes NCEM to withhold any amount due and payable under this Agreement.
12. **Antitrust Laws:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
13. **Conflict of Interest:** Notarized Policy addressing conflicts of interest: The ORGANIZATION shall file with NCEM a copy of the ORGANIZATION'S policy addressing conflicts of interest that may arise involving NCEM'S management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as ORGANIZATION'S employees or members of its board or other governing body, from ORGANIZATION'S disbursing of State funds and shall include actions to be taken by ORGANIZATION or the individual, or both to avoid conflicts of interest and the appearance of impropriety. Additionally, the ORGANIZATION certifies that, as of the date it executes this Contract, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the grant or project. Throughout the duration of this Contract, the ORGANIZATION has the duty to promptly inform NCEM of any such conflict of interest or direct or indirect benefit of which it becomes aware. The policy shall be filed before NCEM may disburse the grant funds.



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 2/1/2022

SUBJECT: CONTRACT FOR PROFESSIONAL AUDITING SERVICES

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

A Request for Proposals (RFP) for professional auditing services was last issued during fiscal year 2020. The audit firm selected as a result of that RFP recently made a decision to no longer contract for audit services with North Carolina counties after they received findings resulting in a need for them to re-issue single audit reports for their contracted counties across the state. They determined the audit requirements related to single audit procedures pose a risk that significantly outweighs the economic benefit of performing North Carolina county audits and resigned.

As a result, finance staff recently conducted an RFP for professional auditing services. A total of three proposals were received. The proposals were reviewed in two phases based on a requirement of the RFP for each firm to submit two separately sealed packets. The firm's educational and technical qualifications were detailed in packet one. The firm's audit approach and proposed cost were detailed in packet two. Based on a review of packet one, the review team determined that two proposals met the educational and technical qualifications. The review team then considered the second packet, reviewed and ranked the two firms based on audit approach and cost. The top two firms were interviewed, followed by the final ranking.

Cherry Bekaert LLP meets the best overall expectation of educational and technical audit experience and they also provided the best audit approach. Cherry Bekaert LLP is a nationwide audit firm with contracts to provide audit services to local governments across North Carolina, including large counties. They have significant depth as well as relative expertise this county could benefit from. They have a large governmental

audit team, focused exclusively on providing governmental audit services. In addition, Cherry Bekaert provides multiple free Continuing Professional Education (CPE) training opportunities during the year. These trainings allow for a portion of required classes needed for staff to maintain certification status to be provided at no cost. The Senior Manager assigned to the County's engagement works out of the Fayetteville office.

Neither firm responded to the option to sub-contract a portion of the audit work to a local minority firm and Cherry Bekaert did not provide the lowest overall cost. However, staff have researched the proposed cost in comparison to other North Carolina Counties similar in size to Cumberland and found costs to be similar. Cherry Bekaert's overall proposed cost by fiscal year totals: FY2022 \$140,600; FY2023 \$146,700; FY2024 \$153,300. This total annual cost is inclusive of auditing and report preparation for the Primary Government Unit of Cumberland County including, the Cumberland County Tourism Development Authority, and Fayetteville-Cumberland Economic Development Corporation. The proposed Primary Unit audit fee includes the single audit of nine major programs. If the count of major programs increases above nine, an additional \$4,500 surcharge per program through an amended contract would result. As a point of reference, the FY2021 audit contained eight major programs.

The bid score sheet, cost summary bid tab, and the Local Government Commission's FY2022 standard contract to audit accounts is attached.

RECOMMENDATION / PROPOSED ACTION

Staff recommend the following action be placed on the February 21, 2022 Board of Commissioners Consent Agenda:

Approval of 22-12-CTY Professional Audit Services bid award to Cherry Bekaert for fiscal years ending 2022, 2023, and 2024; and approval for the Board Chairman, the Chairperson of the Audit Committee, and staff to execute the FY2022 audit contract with Cherry Bekaert totaling \$140,600.

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| 22-12-CTY Bid score sheet | Backup Material |
| 22-12-CTY bid tab | Backup Material |
| LGC standard Contract to Audit Accounts | Backup Material |

BID TAB - 22-12-CTY
PROFESSIONAL AUDITING SERVICES

| Bidders Name | Packet 1 Prior Experience & Qualifications (Max 140 points) | Packet 2 Audit Approach & Cost (Max 2 points) | Interviews (Max 2 points) |
|---|--|--|------------------------------|
| Cherry Bekaert | 129.5 | 2 | 2 |
| RH CPA's PLLC | 82.5 | N/A | N/A |
| Thompson, Price, Scott, Adams & Co (TPSA) | 111.5 | 1 | 1 |

**22-12-CTY PROFESSIONAL AUDITNG SERVICES
COST SUMMARY**

| | CHERRY BEKAERT LLP FY 2022 | CHERRY BEKAERT LLP FY 2023 | CHERRY BEKAERT LLP FY 2024 | THOMPSON, PRICE, SCOTT, ADAMS & CO, PA FY 2022 | THOMPSON, PRICE, SCOTT, ADAMS & CO, PA FY 2023 | THOMPSON, PRICE, SCOTT, ADAMS & CO, PA FY 2024 |
|---|-------------------------------|-------------------------------|-------------------------------|--|--|--|
| Primary Government Unit - Cumberland County | | | | | | |
| Audit | \$105,000 | \$110,000 | \$115,000 | \$98,500 | \$98,500 | \$98,500 |
| Writing Financial Statements | \$19,500 | \$20,000 | \$20,500 | \$19,500 | \$19,500 | \$19,500 |
| All other non-attest services | - | - | - | - | - | - |
| Total by fiscal year | \$124,500 | \$130,000 | \$135,500 | \$118,000 | \$118,000 | \$118,000 |
| Discretely Presented Component Unit - Cumberland County Tourism Development Authority | | | | | | |
| Audit | \$5,000 | \$5,250 | \$5,500 | \$5,000 | \$5,000 | \$5,000 |
| Writing Financial Statements | \$1,500 | \$1,750 | \$2,000 | \$750 | \$750 | \$750 |
| All other non-attest services | - | - | - | - | - | - |
| Total by fiscal year | \$6,500 | \$7,000 | \$7,500 | \$5,750 | \$5,750 | \$5,750 |
| Discretely Presented Component Unit – Fayetteville Cumberland County Economic Development Corporation (FCEDC) – Separate Financial Statements | | | | | | |
| IRS form 990 | \$2,600 | \$2,700 | \$2,800 | \$750 | \$750 | \$750 |
| Audit | \$5,000 | \$5,250 | \$5,500 | \$4,950 | \$4,950 | \$4,950 |
| Writing Financial Statements | \$1,500 | \$1,750 | \$2,000 | \$750 | \$750 | \$750 |
| All other non-attest services | - | - | - | - | - | - |
| Total by fiscal year | \$9,100 | \$9,700 | \$10,300 | \$6,450 | \$6,450 | \$6,450 |
| Other Optional Services | | | | | | |
| Completion of the Annual Financial Information Report to be filed with LGC staff. | N/A | N/A | N/A | \$1,500 | \$1,500 | \$1,500 |
| Completion of the Schedule of Expenditures of Federal and State Awards (SEFSA). | N/A | N/A | N/A | N/A | N/A | N/A |
| Other (Cherry Bekaert - Data Collection Form) (TPSA - no response) | \$500 | \$600 | \$700 | N/A | N/A | N/A |
| Total by fiscal year | \$500 | \$600 | \$700 | \$1,500 | \$1,500 | \$1,500 |
| Grand Totals | \$140,600 | \$146,700 | \$153,300 | \$131,700 | \$131,700 | \$131,700 |
| Cost proposal specific to the Primary Government Unit - Cumberland County | \$125,000 | \$130,600 | \$136,200 | \$119,500 | \$119,500 | \$119,500 |

| | |
|-----|--|
| The | Governing Board |
| of | Primary Government Unit |
| and | Discretely Presented Component Unit (DPCU) (if applicable) |

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

| | |
|-----|-----------------|
| and | Auditor Name |
| | Auditor Address |

Hereinafter referred to as Auditor

| | | |
|-----|--------------------|-----------------------|
| for | Fiscal Year Ending | Audit Report Due Date |
|-----|--------------------|-----------------------|

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)(G.S. 159-34 and 115C-447) All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☐ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

| | |
|---|----|
| Primary Government Unit | |
| Audit Fee | \$ |
| Additional Fees Not Included in Audit Fee: | |
| Fee per Major Program | \$ |
| Writing Financial Statements | \$ |
| All Other Non-Attest Services | \$ |
| 75% Cap for Interim Invoice Approval (not applicable to hospital contracts) | \$ |

DPCU FEES (if applicable)

| | |
|---|----|
| Discretely Presented Component Unit | |
| Audit Fee | \$ |
| Additional Fees Not Included in Audit Fee: | |
| Fee per Major Program | \$ |
| Writing Financial Statements | \$ |
| All Other Non-Attest Services | \$ |
| 75% Cap for Interim Invoice Approval (not applicable to hospital contracts) | \$ |

SIGNATURE PAGE**AUDIT FIRM**

| | |
|--|----------------|
| Audit Firm* | |
| Authorized Firm Representative (typed or printed)* | Signature* |
| Date* | Email Address* |

GOVERNMENTAL UNIT

| | |
|---|---------------|
| Governmental Unit* | |
| Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a)) | |
| Mayor/Chairperson (typed or printed)* | Signature* |
| Date | Email Address |

| | |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature |
| Date | Email Address |

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

| | |
|---|----------------|
| Primary Governmental Unit Finance Officer* (typed or printed) | Signature* |
| Date of Pre-Audit Certificate* | Email Address* |

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

| | |
|--|----------------|
| DPCU* | |
| Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) | |
| DPCU Chairperson (typed or printed)* | Signature* |
| Date* | Email Address* |

| | |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature |
| Date | Email Address |

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
 Not applicable to hospital contracts.

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

| | |
|--|----------------|
| DPCU Finance Officer (typed or printed)* | Signature* |
| Date of Pre-Audit Certificate* | Email Address* |

Remember to print this form, and obtain all
 required signatures prior to submission.



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 1/31/2022

**SUBJECT: RE-ISSUE OF FISCAL YEAR 2021 ANNUAL COMPREHENSIVE
FINANCIAL REPORT**

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

During the January 13, 2022 Agenda Session meeting, the finance director provided a verbal update regarding the need to re-issue the fiscal year 2021 Annual Comprehensive Financial Report (ACFR). To briefly re-cap, after the report was presented to the Board of Commissioners in December, an error was found on the calculation of Net Investment in Capital Assets (page D-2, Statement of Net Position). That amount was understated, resulting in an overstatement of unrestricted net position. The error was caused by a formula issue within the excel spreadsheet used to produce the statement. The amounts found on page D-2 are repeated on two additional pages of the ACFR, pages C-6 and S-1.

The Elliott Davis PLLC audit team made the schedule corrections and updated the dates of their Independent Auditor's Report on pages B-3 and U-2. They also added a note disclosure on page F-62 describing the reason for re-issue.

The updated FY2021 ACFR has been posted to the Cumberland County website: https://www.cumberlandcountync.gov/docs/default-source/finance-documents/audit-report/web-version---cumberland-county-2021-audit-report-12-09-21.pdf?sfvrsn=b9293761_14

The changes made within the revised ACFR do not impact any of the information presented by the Finance Director and Elliott Davis PLLC during the December Board of Commissioner meetings. The audit opinion

has not changed and there was no impact to the general fund financial statements. New ACFR books will be distributed before the end of February.

RECOMMENDATION / PROPOSED ACTION

Approval to forward the following action to the February 21, 2022 Board of Commissioners meeting as a Consent Agenda Item:

Accept the audited Annual Comprehensive Financial Report for the fiscal year ended June 30, 2021.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 2/3/2022

**SUBJECT: FORMAL BID AWARD FOR HEADQUARTERS LIBRARY BOILER
REPLACEMENT**

Requested by: AMY CANNON, COUNTY MANAGER

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

BACKGROUND

On December 17, 2021, the County solicited bids for the Headquarters Library Boiler replacement. The bid period closed on January 28, 2022 with two respondents: Haire Plumbing and Mechanical Company, Incorporated, and Bass Air Conditioning Company, Inc.

The lowest responsive and responsible bid was Haire Plumbing and Mechanical Company, Incorporated, at \$131K. 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.

This project was approved for funding as a Fiscal Year 22 capital improvement project at \$150K.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following actions be moved to the February 21, 2022 Board of Commissioner's Meeting as a Consent Agenda Item:

Approval of bid award for the Headquarters Library Boiler Replacement to Haire Plumbing and Mechanical

Company, Incorporated, based on the lowest responsive, responsible bid and authorize the Chairman to execute the agreement once the contract has been approved for legal sufficiency.

ATTACHMENTS:

| Description | Type |
|-----------------|-----------------|
| Addendum #1 | Backup Material |
| Addendum #2 | Backup Material |
| Addendum #3 | Backup Material |
| Project Bid Tab | Backup Material |
| Haire Bid | Backup Material |
| Bass Bid | Backup Material |



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

REPLACEMENT OF BOILERS – CUMBERLAND COUNTY HEADQUARTERS LIBRARY & JUDGE E. MAURICE BRASWELL COURTHOUSE

ADDENDUM #1 – QUESTIONS & ANSWERS (Answers in red)

1. Due to long lead times on equipment, will the County consider allowing alternate equipment in place of the specific brand-name equipment listed on the specification sheet for both locations?

Cumberland County will consider alternative equipment as long as it is of equal or greater quality and sized to the equipment listed in the specifications. Alternative equipment shall contain at a minimum all of the same standard options and optional features listed in the original specification.

2. What is the required Short Circuit Current Rating (SCCR) for the electric boiler at the Judge E. Maurice Braswell Courthouse?

Based on the size of the breaker supplying power to the Judge E. Maurice Braswell Courthouse boiler, a minimum SCCR of 65,000 A shall be required.

Please note that this addendum shall be acknowledged on the bid form submitted.

Fleet Management
426 Mayview Street
Fayetteville, NC 28306
910 321-6963

Facilities Management
420 Mayview Street
Fayetteville, NC 28306
910-678-7699

Landscaping & Grounds
807 Grove Street
Fayetteville, NC 28302
910-678-7560



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

REPLACEMENT OF BOILERS – CUMBERLAND COUNTY HEADQUARTERS LIBRARY & JUDGE E. MAURICE BRASWELL COURTHOUSE

ADDENDUM II – BID DATE EXTENSION

Please note that the due date for bids for the Replacement of Boilers at Cumberland County Headquarters Library and Judge E. Maurice Braswell Courthouse has been extended to **2:00 pm on Friday, January 28th, 2022**. Bids will still be received via email directly to jbutler@co.cumberland.nc.us or by mail to the following address: 420 Mayview Street, Fayetteville, NC 28306.

Fleet Management
426 Mayview Street
Fayetteville, NC 28306
910 321-6963

Facilities Management
420 Mayview Street
Fayetteville, NC 28306
910-678-7699

Landscaping & Grounds
807 Grove Street
Fayetteville, NC 28302
910-678-7560



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

REPLACEMENT OF BOILERS – CUMBERLAND COUNTY HEADQUARTERS LIBRARY & JUDGE E. MAURICE BRASWELL COURTHOUSE

ADDENDUM III – PROJECT MODIFICATION

Please note that the due to code required electrical upgrades when the boiler is replaced for the Judge E. Maurice Braswell Courthouse, the electric boiler replacement is being removed from this project and will rebid at a later date. An updated bid submittal form has been provided as a part of this addendum. Please submit bids only for the replacement of the Cumberland County Headquarters Library Boiler no later than **2:00 pm on Friday, January 28, 2022.** Bids will still be received via email directly to jbutler@co.cumberland.nc.us or by mail to the following address: 420 Mayview Street, Fayetteville, NC 28306.

BID

**TO CUMBERLAND COUNTY
NORTH CAROLINA**

The undersigned hereby signifies that it is _____

(his or her)

intention and purpose to enter into a contract to furnish labor, materials, equipment, apparatus, etc., as required and to do all the work necessary for

REPLACEMENT OF BOILER AT CUMBERLAND COUNTY HEADQUARTERS LIBRARY

as described in accordance with the terms of the Invitation for Proposals and pursuant with the requirements of the Advertisement to bidders which are as follows:

THAT: The undersigned carefully examined the Invitation for Proposals and understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment, or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery apparatus, and all means necessary to complete work as specified in the advertisement.

THAT: It is the intention of Cumberland County, North Carolina, subject to the conditions set forth, to issue a Purchase Order for the project on the basis of bids received at this letting and in such manner as they may decide as being in the best interests of the County.

THAT: The County reserves the right to reject any of all proposals.

THAT: A proposal made by a corporation must be signed by its proper officers in a legal manner and its official address stated herein.

THAT: A proposal made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contract as is hereby proposed to enter into within the time stated in the notice to proceed and stipulated in the Contract.

THAT: The Bidder acknowledges receipt of the following Addendum(s):

THAT: The Contractor agrees to furnish all materials, labor, and equipment and to install complete in place the work in accordance with written scope of work set forth in and pursuant to all terms of the December 3rd, 2021, Invitation for Bids for Replacement of Boilers at Cumberland County Headquarters Library and Judge E. Maurice Braswell Cumberland County Courthouse attached hereto.:

| Description | QTY | Amount |
|---|------|--------|
| Replacement of Boiler at Headquarters Library | 1 LS | <hr/> |

Submitted, this _____ day of _____, 2022.

CONTRACTOR

By: _____
(Signature of Person, Firm or Corporation making Bid)

(Seal - If Bid is by a Corporation) Title: _____

Attest: _____

Address: _____

License No. _____

Phone: _____

CUMBERLAND COUNTY
BOILER REPLACEMENT AT HEADQUARTERS LIBRARY

| BIDDER | TOTAL |
|---|--------------|
| Haire Plubming & Mechanical Company, Inc. | \$131,000.00 |
| Bass Air Conditioning Company, Inc. | \$134,650.00 |
| | |
| | |



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

REPLACEMENT OF BOILERS – CUMBERLAND COUNTY HEADQUARTERS LIBRARY & JUDGE E. MAURICE BRASWELL COURTHOUSE

ADDENDUM III – PROJECT MODIFICATION

Please note that due to code required electrical upgrades when the boiler is replaced for the Judge E. Maurice Braswell Courthouse, the electric boiler replacement is being removed from this project and will rebid at a later date. An updated bid submittal form has been provided as a part of this addendum. Please submit bids only for the replacement of the Cumberland County Headquarters Library Boiler no later than **2:00 pm on Friday, January 28, 2022**. Bids will still be received via email directly to jbutler@co.cumberland.nc.us or by mail to the following address: 420 Mayview Street, Fayetteville, NC 28306.

BID

**TO CUMBERLAND COUNTY
NORTH CAROLINA**

The undersigned hereby signifies that it is HARRIS PLUMBING + MECHANICAL CO., INC.

(his or her)

intention and purpose to enter into a contract to furnish labor, materials, equipment, apparatus, etc., as required and to do all the work necessary for

REPLACEMENT OF BOILER AT CUMBERLAND COUNTY HEADQUARTERS LIBRARY

as described in accordance with the terms of the Invitation for Proposals and pursuant with the requirements of the Advertisement to bidders which are as follows:

THAT: The undersigned carefully examined the Invitation for Proposals and understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment, or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery apparatus, and all means necessary to complete work as specified in the advertisement.

THAT: It is the intention of Cumberland County, North Carolina, subject to the conditions set forth, to issue a Purchase Order for the project on the basis of bids received at this letting and in such manner as they may decide as being in the best interests of the County.

THAT: The County reserves the right to reject any of all proposals.

THAT: A proposal made by a corporation must be signed by its proper officers in a legal manner and its official address stated herein.

THAT: A proposal made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contract as is hereby proposed to enter into within the time stated in the notice to proceed and stipulated in the Contract.

THAT: The Bidder acknowledges receipt of the following Addendum(s):

1, 2, 3

THAT: The Contractor agrees to furnish all materials, labor, and equipment and to install complete in place the work in accordance with written scope of work set forth in and pursuant to all terms of the December 3rd, 2021, Invitation for Bids for Replacement of Boilers at Cumberland County Headquarters Library and Judge E. Maurice Braswell Cumberland County Courthouse attached hereto.:

| Description | QTY | Amount |
|---|------|---|
| Replacement of Boiler at Headquarters Library | 1 LS | <u>\$ 131,000.00</u> <u>ONE HUNDRED THIRTY-ONE THOUSAND + 00/100</u> |

Submitted, this 28 day of JANUARY, 2022.

HAIRE PLUMBING + MECH, CO., INC.

CONTRACTOR

By:

Richard Haire

(Signature of Person, Firm or Corporation making Bid)

Title:

J/P

(Seal - If Bid is by a Corporation)

Attest:

[Signature]

Address:

367 WINSLOW ST

FAY, NC 28301

License No.

PH 4230

Phone:

(910) 483-1421



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

REPLACEMENT OF BOILERS – CUMBERLAND COUNTY HEADQUARTERS LIBRARY & JUDGE E. MAURICE BRASWELL COURTHOUSE

ADDENDUM III – PROJECT MODIFICATION

Please note that the due to code required electrical upgrades when the boiler is replaced for the Judge E. Maurice Braswell Courthouse, the electric boiler replacement is being removed from this project and will rebid at a later date. An updated bid submittal form has been provided as a part of this addendum. Please submit bids only for the replacement of the Cumberland County Headquarters Library Boiler no later than **2:00 pm on Friday, January 28, 2022.** Bids will still be received via email directly to jbutler@co.cumberland.nc.us or by mail to the following address: 420 Mayview Street, Fayetteville, NC 28306.

BID

**TO CUMBERLAND COUNTY
NORTH CAROLINA**

The undersigned hereby signifies that it is Bass Air Conditioning Company, Inc

(his or her)

intention and purpose to enter into a contract to furnish labor, materials, equipment, apparatus, etc., as required and to do all the work necessary for

REPLACEMENT OF BOILER AT CUMBERLAND COUNTY HEADQUARTERS LIBRARY

as described in accordance with the terms of the Invitation for Proposals and pursuant with the requirements of the Advertisement to bidders which are as follows:

THAT: The undersigned carefully examined the Invitation for Proposals and understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment, or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery apparatus, and all means necessary to complete work as specified in the advertisement.

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THAT: The County reserves the right to reject any of all proposals.

THAT: A proposal made by a corporation must be signed by its proper officers in a legal manner and its official address stated herein.

THAT: A proposal made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contract as is hereby proposed to enter into within the time stated in the notice to proceed and stipulated in the Contract.

THAT: The Bidder acknowledges receipt of the following Addendum(s):

1

2

3

THAT: The Contractor agrees to furnish all materials, labor, and equipment and to install complete in place the work in accordance with written scope of work set forth in and pursuant to all terms of the December 3rd, 2021, Invitation for Bids for Replacement of Boilers at Cumberland County Headquarters Library and Judge E. Maurice Braswell Cumberland County Courthouse attached hereto.:

| Description | QTY | Amount |
|---|------|----------------------|
| Replacement of Boiler at Headquarters Library | 1 LS | <u>\$ 134,650.00</u> |

Submitted, this 28th day of January, 2022.

Bass Air Conditioning Company, Inc

CONTRACTOR

By: Eddie West Eddie West
(Signature of Person, Firm or Corporation making Bid)

(Seal - If Bid is by a Corporation)

Title: Estimator

Attest: Kelly Hill

Address: 3261 Natal St
Fayetteville NC 28306

License No. 33586

Phone: (910) 424-3570





ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

DATE: 2/3/2022

SUBJECT: PROPOSAL FOR ENGINEERING SERVICES FOR EMERGENCY WATERSHED PROTECTION (EWP) PROJECT

Requested by: AMY CANNON, COUNTY MANAGER

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

BACKGROUND

The Emergency Watershed Protection (EWP) Program is a recovery effort aimed at relieving imminent hazards to life and property caused by natural disasters. EWP addresses watershed impairments such as: debris clogged waterways, unstable streambanks, and severe erosion jeopardizing public infrastructure. Due to the impacts of Hurricane Florence, Cumberland County will be using EWP Funding to help mitigate some of these watershed impairments.

EWP is designed for installation of recovery measures to safeguard life and property as a result of a natural disaster. Threats that the EWP Program addresses are termed watershed impairments. These include, but are not limited to: debris-clogged waterways, unstable streambanks, severe erosion jeopardizing public infrastructure, wind-borne debris removal, and damaged upland sites stripped of protective vegetation by fire or drought.

The County has selected the Wooten Company from the County's Qualities Based Selection List to provided management, consulting and engineering services.

The Wooten Company's fee for these services are billed on an hourly schedule with the costs not-to-exceed

\$254K.

The County has secured funding for this project in the amount of \$2.023M with the breakdown being \$1.168M in federal and \$855K in state funding.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following actions be moved to the February 21, 2022 Board of Commissioner's Meeting as a Consent Agenda Item:

Approval of proposal from the Wooten Company based on the Qualities Based Selection List with the approved amount not-to-exceed \$254,000 and authorize the Chairman to execute the agreement once the contract has been approved for legal sufficient.

ATTACHMENTS:

| Description | Type |
|---------------------------------|-----------------|
| The Wooten Company EWP Proposal | Backup Material |
| NRCS EWP Brochure | Backup Material |
| EWP Site Locations | Backup Material |

January 11, 2022

Jermaine Walker
County Engineer / Engineering and Infrastructure
Cumberland County
130 Gillespie St
Fayetteville, North Carolina 28301

**Re: Hurricane Florence Emergency Watershed Protection Grant Project
Cumberland County, North Carolina**

Dear Mr. Walker:

The Wooten Company (TWC) is pleased to present this revised letter to Cumberland County (County) as our proposal to provide Emergency Watershed Protection (EWP) management/consulting services for the various identified stream/creek/locations across the county that incurred damages from Hurricane Florence in the fall of 2018. (See attached Exhibit). This proposal has been formatted to describe the scope of services offered, schedule and estimated fees necessary to prepare the construction plans. This proposal supersedes the original proposal dated 10/1/2021.

PROJECT UNDERSTANDING

Per our recent discussions with Richard Bryant, we understand the County is seeking engineering/management support for the EWP implementation of various creeks/streams across the County. We understand the County has coordinated with NRCS to establish 32 approved project areas with corresponding Damage Survey Reports (DSR) related to Hurricane Florence. These can be generally categorized as shown in the table below.

| DSR Project Type | Number of Projects |
|---|--------------------|
| Clearing and Snagging | 23 |
| Clearing and Snagging/Sediment Removal | 3 |
| Clearing and Snagging/Sediment Removal/Streambank Stabilization | 2 |
| Clearing and Snagging/Streambank Stabilization | 4 |
| Total | 32 |

The locations and details of the project areas are shown in the attached Figure 1 and Attachment 1, respectively. We understand the County has secured funding in the amount of \$2,023,130.25 (\$855,027 in state funds and \$1,168,103.25 in federal funds), respectively.

The primary responsibility of the Consultant will be to provide management support to the Cumberland County Engineering and Infrastructure Department during implementation of the United States Department of Agriculture's (USDA) EWP Program. This includes implementing watershed management

program goals, assisting with permitting and the development of bid documents, and managing construction restoration and stabilization of identified funded projects to reduce imminent threat to life, and loss of property. These services may be expanded by the County, modified, or altered to encompass other County or Departmental needs for accomplishing emergency watershed protection or floodplain management goals.

SCOPE OF SERVICES

Engineering Services

The Wooten Company will serve as the primary consultant to the County Engineer or his assigned delegates. TWC will provide consultation, technical assistance, engineering and planning support, bid procurement, contractor selection, bid tabulations, contract award, scheduling and coordination of contractors, monitoring/inspecting work in progress, construction observation and certification of completed work, documentation of contractor progress, preparation of progress reports and final reports, management of payment request, determining consistency and adherence to project plans & specifications, certification of projects, and project close-out for EWP task orders. Duties/tasks will include but not be limited to the following:

1. Kick-off Meeting/Initial site Visit: TWC will meet with County/NCRS staff for a pre-design meeting to review sites and discuss any specific issues regarding them. We will visit each of the sites along with our environmental sub consultant to assess each location for required topo surveys, site access, environmental impacts/permitting and design considerations.
2. Easement Assess/Right-of-Entry: We understand the County has already sent a Right of Entry letter out to all affected property owners and is waiting for responses from most of them. All work related to this task is being handled by the County.
3. Title Searches/Land-Ownership: If requested, TWC will assist County Soil & Water Conservationist and legal counsel with title searches and verification of land ownership; assist with identification/ location of easements, and other hindrances to title. This can be included as an additional service.
4. Design and Permitting: Develop design documents at the 50% and 100% level (plans and specifications) consistent with NRCS and County requirements sufficient to obtain required State and Federal permits for project areas requiring **ONLY** streambank stabilization. Per the locations provided, there are 6 sites that require streambank stabilization. TWC will provide necessary topographic surveys, perform desktop and/or field environmental assessments utilizing our environmental sub-consultant, S&ME, to determine permit requirements for each project location and prepare and submit applications and coordinate issuance of permits. Note, the snag and clearing locations that may have environmental impacts to access these locations will also be evaluated accordingly. Coordinate plans/specifications with NRCS.
5. Bid documents: Assist County with preparation of bid documents, estimated cost of construction and construction schedule for project areas requiring bank stabilization. We understand, the County opted to proceed with procuring early work for the clearing and snagging; and stream debris removal project areas (32 sites) through selection of a qualified contractor. Note, TWC will only be responsible for Tasks 6-9 below associated with the early work contract portion.



6. Bid Solicitation, and Contractor Selection Support: Develop bidding project Scopes of Work for two (2) anticipated contracts; assist NRCS as needed with technical support, assist with bid solicitations, bid advertisement, bid evaluation/tabulation, contractor procurement, bid award, and guidance with executing contracts that are compliant with NRCS and 2 Code of Federal Register (CFR) requirements.
7. Observations/Construction Documentation: During construction on all exigent sites, TWC will provide a qualified construction observer to document the construction process and to assure that the work performed is consistent with the project Plans & Specifications and observe and communicate with the Contractor. In the event of deviation from the project plans, TWC will notify NRCS and the County immediately. We anticipate having an observer onsite 2 days /week on average.
8. Contract Management: TWC will assist the County with managing contract cost accounting. The Consultant will review task order budgets, monitor contractor invoicing, and track project costs to assure that budgets are maintained. We will provide the County and NRCS with recommendations to release payment for work completed that is determined to be complete and performed in accordance with project plans and specifications.
9. Progress Reports/Meetings: Observation reports will be prepared by TWC observer for each day on site. Reports will be prepared each day onsite and submitted to the County and NRCS; deviations to scope of work, costs, or schedule will be noted in the Report.

Other reports and progress updates may be required by the County or NRCS as needed. Periodic meetings may be required by the County or NRCS to be held at office locations defined by the contract or Statement of Work developed for each project. TWC Consultant shall attend meetings as requested by the County or NRCS.
10. Construction Close-out: A preliminary completion walk through inspection will be performed by TWC noting any remaining items on a punch list. Upon notification from the contractor that the punch list items have been addressed TWC will perform a final walk through and approval of each project area with the County and NRCS field representative.

A Final Report will be prepared at the conclusion of each completed project and submitted to the NRCS within the period prescribed by the contract. The Final Report will include before and after photos and/or as-built survey sufficient to show construction was performed in accordance with NRCS requirements.

Environmental Services (S&ME, Inc)

1. Jurisdictional Delineation Services: Conduct a jurisdictional delineation at the EWP project areas, as deemed necessary following the project scoping site meeting and development of formal EWP project areas that will be determined by the design team and others. The formal EWP project areas will include such elements as the project limits of disturbance, access roads, temporary workspace, etc. While we do not anticipate the need to perform jurisdictional delineation activities on all 32 EWP project areas, we will not know until completion of the project site visits. The purpose of the jurisdictional delineation is to identify potential waters of the U.S. (which includes wetlands and non-wetlands such as streams, tributaries, and open waters) within the utility easement and demarcate the boundaries between those areas and upland areas. Jurisdictional waters of the U.S. are regulated by the U.S. Army Corps of Engineers (USACE). Isolated wetlands and streams are regulated by the State of North Carolina's Department of Environmental Quality (NCDEQ) – Division of Water Resources (DWR). To receive verification from the USACE, the on-site jurisdictional boundaries must



be delineated and mapped. Our approach to performing the delineation includes the following activities.

- Review supporting information prior to initiating field activities such as USGS Topographic Maps, local soil survey data, National Wetland Inventory (NWI) mapping and the USDA Hydric Soils of the U.S. publication. Then field review the project site and identify areas with conditions consistent with jurisdictional wetlands in accordance with guidance set forth in the 1987 USACE Wetland Delineation Manual. We will document field conditions at specific locations with photographs and by using the USACE Routine Wetland Determination Data Form. Areas determined to be potentially jurisdictional wetlands will be marked with sequentially numbered flagging and located with a GPS receiver capable of sub-meter accuracy.
 - Field review the project site for streams or other non-wetland waters of the U.S. (tributaries, open waters). Drainage features identified during the field review will be assessed and will be classified as either non-jurisdictional or potentially jurisdictional. If appropriate, we will use the NCDEQ-DWR Stream Classification Form (Ver. 4.11) to document characteristics of identified drainage features on the day of the assessment. We will then similarly demarcate the boundaries of potentially jurisdictional non-wetland waters of the U.S. (for streams and tributaries, one side of top of bank with an offset, and for open waters the edge of water) with sequentially numbered flagging and locate with a GPS receiver.
 - Post-process the GPS field data and prepare a computer-generated feature exhibit that incorporates available topography and aerial orthophotography depicting the approximate extent and location of potentially jurisdictional features. The report will also include field documentation such as photographs, wetland data forms, and stream forms. If requested, a copy of the Feature Exhibit and the GPS data will be provided to the client for reference and to assist surveyors (retained by others) in locating delineated areas. Please note the collection and presentation of GPS data points is for informational and reference uses only and does not constitute a surveyed wetland boundary plat.
2. Regulatory Permitting Services: If impacts to jurisdictional features are required for this project under the Nationwide Permit (NWP) thresholds, we will prepare and submit one (1) NWP application to the USACE for all impacted sites on behalf of the Client. Based on our previous project experience, we anticipate a NWP No. 37 (Emergency Watershed Protection and Rehabilitation) would be applicable to this project. The conditions of NWP No. 37 specify that impacts to any amount of jurisdictional wetlands or open waters require submittal of a Pre-construction Notification (PCN) to the USACE. If the proposed permanent impacts are greater than 0.1-acres of jurisdictional wetlands, compensatory mitigation at a minimum of one-to-one ratio will be required by the USACE. Also, a concurrent NCDEQ-DWR 401 Water Quality Certification (WQC) No. 4143 will be required. It should be noted that sediment removal from wetlands or streams is prohibited under this general certification and may require an individual WQC for this project 30-day pre-filing meeting request will need to be submitted 30 days prior to anticipated PCN submittal date. If mitigation is required, we will need to prepare the necessary documentation and coordinate mitigation acceptance either from a private mitigation bank if available, or through NCDEQ Division of Mitigation Services (DMS).

NCDEQ-DWR requires a non-refundable processing fee of \$240.00 for "Minor" permit applications (for proposed impacts of less than one acre of wetlands/waters and less than 150 linear feet of intermittent or perennial streams) and \$570.00 for "Major" permit applications (for proposed impacts of greater than



or equal to one acre of wetlands/waters and/or greater than 150 feet of intermittent or perennial streams). Payment of any fees will be the responsibility of the County.

- *Federally Protected Species Evaluation:* To comply with the General Conditions of NWP No. 37, the PCN will also address Federally-Protected Species known to occur within the project county. We will review the U.S. Fish and Wildlife Services (USFWS) County Species list and the North Carolina Natural Heritage Program (NCNHP) database for records of current populations of protected species known to occur within Cumberland County. We will produce a figure of the elemental occurrence of protected species in the site vicinity using the NCNHP website. This will be submitted in the PCN to the USACE to assist them in complying with the General Conditions of NWP No. 37. This does not constitute a formal protected species habitat assessment or survey, but rather is meant to assist the USACE in determining if these services are warranted.
- *Historical Properties Evaluation:* To comply with General Conditions of NWP No. 37, the PCN will also address historic properties that may be affected by the project. We will review the NC Historic Preservation Office (NCSHPO) GIS Webservice (HPOWEB) database to identify previously identified recorded historic resources in the vicinity of the project area. We will produce a figure of the historic sites in the site vicinity using the SHPO HPOWEB website. This will be submitted in the PCN to the USACE to assist them in complying with the General Conditions of NWP No. 37. This does not constitute a formal Section 106 Review but is meant to assist the USACE in determining if a Section 106 Review is warranted.
- *Compensatory Mitigation Coordination:* As required to comply with the compensatory mitigation requirements, we will prepare the necessary documentation and coordinate mitigation acceptance either from a private mitigation bank if available, or through NCDEQ Division of Mitigation Services (DMS) for the proposed impacts. Payment of mitigation fees will be the responsibility of the County.
- *Permit Tracking and Additional Information:* Coordination with the USACE and NCDEQ-DWR as necessary during the permitting process to monitor the status of the application and provide additional information relative to the services described in this scope of work. The PCN associated with our scope of work can be submitted to the regulatory agencies within 21 days after the NCDEQ-DWR 30-day pre-filing notice has elapsed. **The USACE may take up to 45 days from the receipt of the PCN to respond. The NCDEQ-DWR has up to 60-days for permit review.** The regulatory agencies control their own schedule and have the ability to place permit requests on hold in order to obtain additional information, which can, in some circumstances, reset their allotted review time. Therefore, the timeframes identified above do not constitute a guarantee of permit authorization within any given timeframe.

S&ME Key Staff & Rates

Walter Cole – Senior Professional - \$180/hour

Ashley Steele Bentz – Project Professional - \$135/hour



Additional Services

In addition to the foregoing services being performed, the following services may be provided upon amendment and prior written authorization of County.

1. Engineering Design Services beyond the 6 sites listed in the documents provided for bank stabilization.
2. Boundary or Easement Surveys; title research
3. Subsurface Utility Engineering (SUE) services to expose utilities to confirm location, size, material type and elevation.
4. Geotechnical Investigation and Report includes Subsurface Exploration, performing testing, sampling & laboratory analysis of subgrade soils to determine recommendations of subgrade preparation, subgrade repair, excavation considerations, fill placement and SHWT.
5. Appearances before courts or boards on matters of litigation or hearings related to the project.
6. The design of other additional site improvements not included in the original scope of services including utility relocations or existing roadway improvements, including culvert replacement.
7. Phase I/II Environmental Site Assessment studies/reports including testing for asbestos, lead paint and radon.
8. Section 7 consultation with the USFWS.
9. Any services required for the other EWP project areas outside the scope of this proposal.
10. Cultural/Archeological Resources assessments and surveys.
11. Vegetation clearing services.
12. Habitat assessment or sampling for aquatic species.
13. Completion of a stormwater management plan.

Owner Responsibilities

We ask the County to assist with provision of the following:

1. Site Access – Coordinate and provide legal access to the 32 project areas outside of the public ROW on private properties.
2. Liaison – Serve as liaison for key decisions or input involving affected property owners or other members of the general public.
3. Copies of existing plans, documents, for the affected project area, if available.
4. Payment of all review, application and permit fees.
5. Complete and return the required agent authorization/right of entry forms. This must be included with permit request.

Schedule

Upon receipt of a written Notice to Proceed, we will work with the County to develop a mutually agreed schedule for completion of the project design and construction. We understand the current completion date is March 2022, but an extension to September 2022 is proposed, as completion by the March date is unattainable at this point.



Mr. Jermaine Walker
January 11, 2022
Page 7

Proposed Fees

We propose to provide the civil engineering services for the project as outlined above on an hourly basis. For budgeting purposes we have estimated a fee for listed tasks below:

| Task | Estimated Fee (Hourly) |
|---|------------------------|
| Engineering Services | |
| Kickoff/Site Visits | \$20,000.00 |
| Design and Permitting | \$65,000.00 |
| Bid Documents | \$8,500.00 |
| Bid Solicitation and Contractor Selection Support | \$12,000.00 |
| Observations/Construction Documentation * | \$75,000.00 |
| Contract Management | \$25,000.00 |
| Construction Close-out | \$10,000.00 |
| Environmental Services | |
| Jurisdictional Delineation Services | \$15,000.00 |
| Regulatory Permitting Services | \$24,000.00 |

*Projected six month construction period

Services will be billed monthly based upon work completed each month in accordance with our hourly rate schedule. Only those services as described within the base scope of services are included in the fee. Should modifications to the scope of work be requested, we would be happy to prepare a written amendment to the services agreement to include such services at additional cost for your approval prior to initiating with the work.

We appreciate this opportunity to be of service and look forward to working with you. If this proposal is acceptable, please sign where indicated below and return a copy to us. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

THE WOOTEN COMPANY



W. Brian Johnson, P.E.
Vice President

Cc: Lester Lowe, PE

Attachments

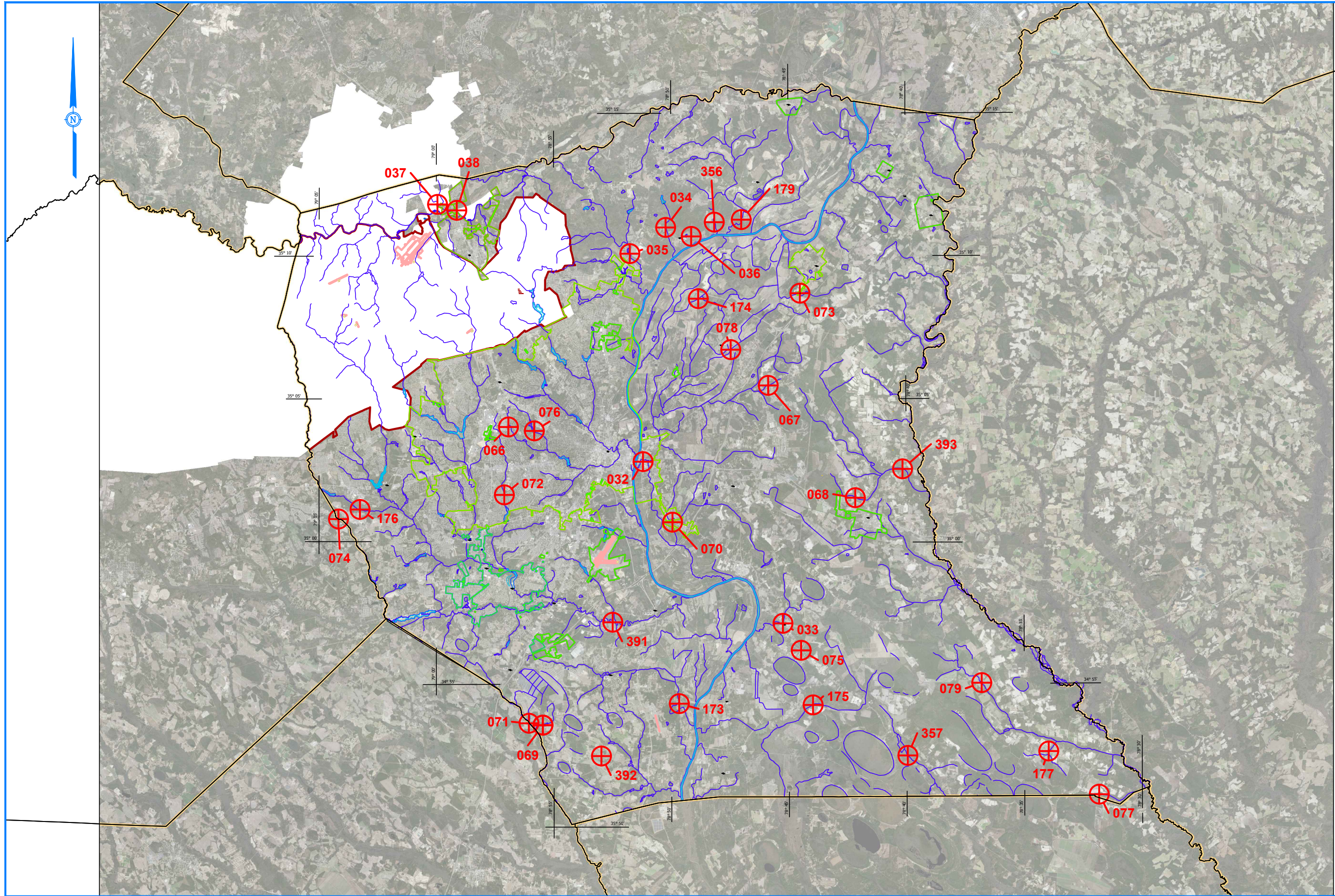
- Hourly rate schedule
- EWP Project details sheet
- EWP Project Location map



ATTACHMENT 1: EWP PROJECT SITE DETAILS

| DNR # | Date of Report | LAT | LONG | Drainage Name | Site Name | Damage Description | Proposed Action | Level of Work | Estimated Cost |
|-----------------------------------|----------------|--------------------|-------------|------------------------------|--|--|---|---|-----------------|
| 37-09-18-6038-032 | 9/12/2019 | 35.046636 | -78863429 | Locks Creek | Aubry | Streambank Erosion, trees and debris in stream and flooding | Clearing and Snagging/Streambank Stabilization | HC PE Sealed Design, HCDEQ Permitting and Licensed Site Contractor required | \$ 389,200.00 |
| 37-09-18-6038-033 | 2/6/2019 | 34.952118 | -78754368 | Cape Fear | Cedar Creek | Down trees and debris in and around Cedar Creek | Clearing and Snagging | Hazardous Debris Removal | \$ 138,240.00 |
| 37-08-18-6038-034 | 1/13/2019 | 35.183364 | -78837108 | Cape Fear River | McBryde Road-Unnamed Trib | Fallen tree and debris in and across the stream channel | Clearing and Snagging | Hazardous Debris Removal | \$ 3,000.00 |
| 37-02-18-6038-035 | 2/6/2019 | 35.168108 | -78862566 | - | Ramsey Street-Carvers Creek | Down trees and debris in the stream channel | Clearing and Snagging | Hazardous Debris Removal | \$ 18,600.00 |
| 37-08-18-6038-036 | 2/6/2019 | 35.178159 | -78818864 | - | Bocomb Road-Unnamed Trib to Cape | Fallen trees and stream bank erosion | Clearing and Snagging | Hazardous Debris Removal | \$ 15,300.00 |
| 37-08-18-6038-037 | 2/4/2019 | 35.196928 | -78999247 | - | Vass Road-Unnamed Trib to Little River | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 63,000.00 |
| 37-08-18-6038-038 | 2/4/2019 | 35.153479 | -78986589 | Little River | W Manchester-Little River | Fallen pine tree upstream of intersection of Manchester Road and Little River | Clearing and Snagging | Hazardous Debris Removal | \$ 3,000.00 |
| 37-09-18-6038-066 | 2/28/2019 | 35.066947 | -78948908 | Branson Creek | Barcoona Dr Branson Cr | Fallen trees in and over the stream, sediment in the stream and stream bank erosion | Clearing and Snagging/Sediment Removal/Streambank Stabilization | HC PE Sealed Design, HCDEQ Permitting and Licensed Site Contractor required | \$ 10,000.00 |
| 37-09-18-6038-067 | 2/28/2019 | 35.09103 | -78764364 | Reece Creek | Baywood Rd Reece Cr | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 4,000.00 |
| 37-09-18-6038-068 | 2/21/2019 | 35.025289 | -7870275 | Buck Creek | Buck Cr Magnolia Rd | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 3,000.00 |
| 37-09-18-6038-069 | 2/13/2019 | 34.89289 | -78924587 | Unnamed Trib to Cold Creek | Canady Pond Rd Unnamed Trib | Fallen trees in and over the stream down stream of Canady Pond | Clearing and Snagging | Hazardous Debris Removal | \$ 4,000.00 |
| 37-09-18-6038-070 | 2/29/2019 | 35.011283 | -78832488 | Locks Creek and Unnamed Trib | Cedar Cr Rd Locks Cr | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 259,295.00 |
| 37-09-18-6038-071 | 2/13/2019 | 34.853991 | -78934437 | Cold Camp Creek | Cound Rd Cold Camp Cr | Fallen trees in and over the stream down stream and a beaver dam is located upstream of John McMillan Road | Clearing and Snagging | Hazardous Debris Removal | \$ 4,000.00 |
| 37-09-18-6038-072 | 2/28/2019 | 35.027346 | -78951818 | Branson Creek | Coventry Rd Budhead Cr | Fallen trees in and over the stream. Sediment in the stream. | Clearing and Snagging/Sediment Removal | HCDEQ Permitting and Licensed Site Contractor required | \$ 21,000.00 |
| 37-09-18-6038-073 | 2/20/2019 | 35.144816 (was 34) | -78741736 | Rea Hill | Rea Hill Dr Wade Site | Trees down, Debris in the Creek, Erosion, Stream Turbidity | Clearing and Snagging/Streambank Stabilization | HC PE Sealed Design, HCDEQ Permitting and Licensed Site Contractor required | \$ 40,000.00 |
| 37-09-18-6038-074 | 2/28/2019 | 35.013242 | -79069564 | Stewart Creek | Gaithia Church Rd Stuart Cr | Fallen trees in and over the stream | Clearing and Snagging/Sediment Removal | HCDEQ Permitting and Licensed Site Contractor required | \$ 4,000.00 |
| 37-09-18-6038-075 | 2/28/2019 | 34.935299 | -78741472 | Unnamed Trib to Cedar Creek | HW53 McMinon Rd | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 5,500.00 |
| 37-09-18-6038-076 | 2/28/2019 | 35.064708 | -78930597 | Branson Creek | Worganton Rd Hybarts Br Branson Cr | Fallen trees in and over the stream. Sediment in the stream and stream bank erosion. | Clearing and Snagging/Sediment Removal/Streambank Stabilization | HC PE Sealed Design, HCDEQ Permitting and Licensed Site Contractor required | \$ 62,700.00 |
| 37-09-18-6038-077 | 3/2/2019 | 34.861727 | -78630669 | Peters Creek | Peters Cr | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 22,800.00 |
| 37-09-18-6038-078 | 2/20/2019 | 35.111943 | -78790913 | Gum Log Canal | R 295 Underwood Rd Gum Log Canal | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 65,244.00 |
| 37-09-18-6038-079 | 3/13/2019 | 34.9170694 | -78.6136234 | Beaver Dam Creek | Spencer Rd Beaver Dam Cr | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 4,000.00 |
| 37-09-18-6038-173 | 3/22/2019 | 34.905366 | -78827927 | | Butler Nursery Rd Grays Cr | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 12,000.00 |
| 37-09-18-6038-174 | 3/22/2019 | 35.141762 | -78813966 | | Callie Rd Ditch | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 25,000.00 |
| 37-09-18-6038-175 | 3/22/2019 | 34.904396 | -78733131 | | Cedar Cr Rd Harrison Cr | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 25,000.00 |
| 37-09-18-6038-176 | 3/22/2019 | 35.048796 | -7806423 | Little Rockfish | Little Rockfish-Gills Hill Rd | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 12,900.00 |
| 37-09-18-6038-177 | 3/22/2019 | 34.877052 | -78666256 | | HW210 Beaver Dam Cr Trib | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 3,000.00 |
| 37-09-18-6038-179 | 3/22/2019 | 35.187908 | -78783249 | | Bocomb Rd Trib | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 2,000.00 |
| 37-09-18-6038-366 | 4/21/2019 | 35.186428 | -7880253 | Trib of the Cape Fear | Bocomb Rd Unnam Trib Cape Fr Rr | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 12,000.00 |
| 37-09-18-6038-367 | 4/29/2019 | 34.874788 | -78666157 | Tumbul Creek | Suggs-Tumbull Rd | Downed trees and other debris are in and/or over the stream. | Clearing and Snagging | Hazardous Debris Removal | \$ 88,957.00 |
| 37-09-18-6038-391 | 9/20/2019 | 34.9529 | -78.875 | Rockfish Creek | Pennysone Dr | Streambank Erosion, trees and debris in stream and flooding | Clearing and Snagging/Streambank Stabilization | HC PE Sealed Design, HCDEQ Permitting and Licensed Site Contractor required | \$ 45,000.00 |
| 37-09-18-6038-392 | 9/21/2019 | 34.874788 | -78883157 | Unnamed trib to Cape Fear | Myrover-Reese | Sediment, trees and debris in stream and flooding | Clearing and Snagging/Sediment Removal | HCDEQ Permitting and Licensed Site Contractor required | \$ 48,000.00 |
| 37-09-18-6038-393 | 9/22/2019 | 35.042104 (was 34) | -78669211 | Locks Creek | Bainbridge Rd/Aubry | Streambank Erosion, trees and debris in stream and flooding | Clearing and Snagging/Streambank Stabilization | HC PE Sealed Design, HCDEQ Permitting and Licensed Site Contractor required | \$ 42,240.00 |
| TOTAL ESTIMATED CONSTRUCTION COST | | | | | | | | | \$ 1,435,478.00 |

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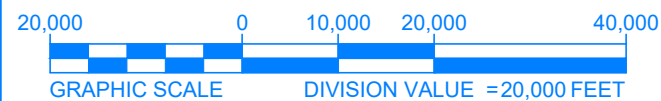
5 Regional Circle
Suite A
Pinehurst, NC 28374
910.295.3159
NC Firm License # C-0459
mcgillassociates.com

| | |
|---------------------------------|--------------------------|
| DATE APRIL 2021 | PROJECT # 20.02507 |
| OFFICE MANAGER D. HONEYCUTT | DESIGNER M. JONES |
| PROJECT MANAGER D. HONEYCUTT | REVIEWER D. HONEYCUTT |

CUMBERLAND COUNTY

RFQ FOR EWP PROJECTS

CUMBERLAND COUNTY, NORTH CAROLINA



PROPOSED EWP
PROJECT LOCATIONS

SHEET
FIG

Emergency Watershed Protection Cost Share

The NRCS contribution toward the implementation of emergency measures may not exceed 75 percent of the construction cost, including work done to offset or mitigate adverse impacts as a result of the emergency measures.

If NRCS determines that an area qualifies as a limited resource area, the Federal contribution toward the implementation of emergency measures may not exceed 90 percent of the construction cost of such emergency measures.

NRCS may provide technical assistance as services and/or funds to plan, design, and contract the emergency measures, subject to an agreement between NRCS and the Sponsor.

| Purpose | Installation / Construction | Engineering / Technical Assistance | Real Property Rights |
|--------------------------------|---|------------------------------------|----------------------|
| Emergency Watershed Protection | No more than 75 percent, or 90 percent for limited resource areas | No more than 100 percent | 0 |

Contact the USDA NRCS Office in Napa County:
Liz Colby, liz.colby@usda.gov

Emergency Watershed Protection Program



Implementing emergency recovery measures to relieve imminent hazards to life or property created by a natural disaster.



Disaster Assistance
Programs and services available through the Natural Resources Conservation Service

The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the Emergency Watershed Protection Program (EWPP) which responds to emergencies created by natural disasters. It is not necessary for a national emergency to be declared for an area to be eligible for assistance.



Tornado Devastation

The EWP Program is a recovery effort aimed at relieving imminent hazards to life and property caused by floods, fires, windstorms, and other natural disasters. All projects undertaken, except for the purchase of floodplain easements, must have a project sponsor. NRCS may bear up to 75 percent of the eligible construction cost of emergency measures (90 percent within limited-resource areas as identified by the U.S. Census data). The remaining costs must come from local sources and can be in the form of cash or in-kind services. Funding for the program is provided through congressional appropriations.

Type of Work Authorized

EWP is designed for installation of recovery measures to safeguard life and property as a result of a natural disaster. Threats that the EWP Program addresses are termed watershed impairments. These include, but are not limited to:

- debris-clogged waterways,
- unstable streambanks,
- severe erosion jeopardizing public infrastructure
- wind-borne debris removal, and
- damaged upland sites stripped of protective vegetation by fire or drought.

The program can include purchasing floodplain easements. These easements restore, protect, maintain, and enhance the functions and values of the floodplain, including associated wetlands and riparian areas. They also conserve natural values including fish and wildlife habitat, water quality, flood water retention and ground water recharge, as well as safeguard lives and property from floods, drought, and the results of erosion.

EWP work is not limited to any one set of prescribed measures. NRCS completes a Damage Survey Report which provides a site-by-site investigation of the work necessary to repair or protect a site and protect life and property. NRCS will only provide funding for work that is necessary to reduce applicable threats. Should sponsors want to increase the level of protection, the sponsor will be responsible for paying 100 percent of the costs of the upgrade and additional work.

Eligibility

Public and private landowners are eligible for assistance but must be represented by a project sponsor.

Sponsors include legal subdivisions of the State, such as a city, county, general improvement district, conservation district, or any Native American tribe or tribal organization as defined in section 4 of the Self-Determination and Education Assistance Act.



Before



After

Sponsor's Obligations

Sponsors are responsible for:

- providing land rights to implement repair work,
- securing all necessary permits,
- furnishing the local cost share,
- accomplishing the installation of work, and
- performing any necessary operation and maintenance.

Criteria for Assistance

All EWP work must reduce threat to life and property; be economically, environmentally, and socially defensible; and be technically sound.



Wildfire Devastation



Stabilized streambank along main access road in Charleston, Mississippi.

Due to extreme rainfall on December 28, 2019, Tillatoba Creek in the Town of Charleston, Tallahatchie County, Mississippi, had extensive flood flows which caused bank sloughing that endangered the main access road to the local hospital and other associated infrastructure.

After EWP repairs, the road shoulder was restored and the streambank stabilized to prevent further sloughing and danger to the traveling public on the hospital road.

How Do I Obtain Assistance?

If your land has suffered severe damage that may qualify for the EWP Program, you should contact your local authorities and request assistance. City, county, state and governments, flood and water control districts, and soil and water conservation districts are the most common sponsors of EWP projects. More information is available from NRCS offices throughout the United States and the Caribbean and Pacific Islands areas.

Contact Information

Contact your local USDA Service Center for more information or: www.nrcs.usda.gov

| ATTACHMENT 1: EWP PROJECT SITE DETAILS | | | | | | | | | | |
|--|----------------|--------------------|-------------|------------------------------|--|--|---|---|----------------|--|
| DSR # | Date of Report | LAT | LONG | Drainage Name | Site Name | Damage Description | Proposed Action | Level of Work | Estimated Cost | |
| 37-09-18-5038-032 | 9/12/2019 | 35.046635 | -78.853429 | Locks Creek | Autry | Streambank Erosion, trees and debris in stream and flooding | Clearing and Snagging/Streambank Stabilization | NC PE Sealed Design, NCDEQ Permitting and Licensed Site Contractor required | \$ 389,200.00 | |
| 37-09-18-5038-033 | 2/6/2019 | 34.952118 | -78.754368 | Cape Fear | Cedar Creek | Down trees and debris in and round Cedar Creek | Clearing and Snagging | Hazardous Debris Removal | \$ 138,240.00 | |
| 37-08-18-5038-034 | 1/13/2019 | 35.183364 | -78.837108 | Cape Fear River | McBryde Road-Unnamed Trib | Fallen tree and debris in and across the stream channel | Clearing and Snagging | Hazardous Debris Removal | \$ 3,000.00 | |
| 37-02-18-5038-035 | 2/6/2019 | 35.168108 | -78.862566 | - | Ramsey Street-Carvers Creek | Down trees and debris in the stream channel | Clearing and Snagging | Hazardous Debris Removal | \$ 18,500.00 | |
| 37-08-18-5038-036 | 2/6/2019 | 35.178159 | -78.818854 | - | Slocomb Road-Unnamed Trib to Cape | Fallen trees and stream bank erosion | Clearing and Snagging | Hazardous Debris Removal | \$ 15,300.00 | |
| 37-08-18-5038-037 | 2/4/2019 | 35.196928 | -78.999247 | - | Vass Road-Unnamed Trib to Little River | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 53,000.00 | |
| 37-08-18-5038-038 | 2/4/2019 | 35.193479 | -78.985589 | Little River | W Manchester-Little River | Fallen pine tree upstream of intersection of Manchester Road and Little River | Clearing and Snagging | Hazardous Debris Removal | \$ 3,000.00 | |
| 37-09-18-5038-066 | 2/28/2019 | 35.066947 | -78.948908 | Branson Creek | Barcelona Dr Branson Cr | Fallen trees in and over the stream, sediment in the stream and stream bank erosion | Clearing and Snagging/Sediment Removal/Streambank Stabilization | NC PE Sealed Design, NCDEQ Permitting and Licensed Site Contractor required | \$ 10,000.00 | |
| 37-09-18-5038-067 | 2/28/2019 | 35.09103 | -78.764364 | Reece Creek | Baywood Rd Reece Cr | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 4,000.00 | |
| 37-09-18-5038-068 | 2/21/2019 | 35.025289 | -78.70275 | Buck Creek | Buck Cr Magnolia Rd | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 3,000.00 | |
| 37-09-18-5038-069 | 2/13/2019 | 34.89289 | -78.924587 | Unnamed Trib to Cold Creek | Canady Pond Rd Unnamed Trib | Fallen trees in and over the stream down stream of Canady Pond | Clearing and Snagging | Hazardous Debris Removal | \$ 4,000.00 | |
| 37-09-18-5038-070 | 2/25/2019 | 35.011283 | -78.832488 | Locks Creek and Unnamed Trib | Cedar Cr Rd Locks Cr | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 259,295.00 | |
| 37-09-18-5038-071 | 2/13/2019 | 34.893991 | -78.934437 | Cold Camp Creek | Council Rd Cold Camp Cr | Fallen trees in and over the stream down stream and a beaver dam is located upstream of John McMillan Road | Clearing and Snagging | Hazardous Debris Removal | \$ 4,000.00 | |
| 37-09-18-5038-072 | 2/28/2019 | 35.027345 | -78.951818 | Branson Creek | Coventry Rd Buckhead Cr | Fallen trees in and over the stream. Sediment in the stream. | Clearing and Snagging/Sediment Removal | NCDEQ Permitting and Licensed Site Contractor required | \$ 21,000.00 | |
| 37-09-18-5038-073 | 2/20/2019 | 35.144816 (was 34) | -78.741735 | Flea Hill | Flea Hill Dr Wade Site | Trees down, Debris in the Creek, Erosion, Stream Turbidity | Clearing and Snagging/Streambank Stabilization | NC PE Sealed Design, NCDEQ Permitting and Licensed Site Contractor required | \$ 40,000.00 | |
| 37-09-18-5038-074 | 2/28/2019 | 35.013242 | -79.069554 | Stewart Creek | Galatia Church Rd Stuart Cr | Fallen trees in and over the stream | Clearing and Snagging/Sediment Removal | NCDEQ Permitting and Licensed Site Contractor required | \$ 4,000.00 | |
| 37-09-18-5038-075 | 2/28/2019 | 34.936299 | -78.741472 | Unnamed Trib to Cedar Creek | HW 53 McKinnon Rd | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 5,500.00 | |
| 37-09-18-5038-076 | 2/28/2019 | 35.064708 | -78.930597 | Branson Creek | Morganton Rd Hybarts Br Branson Cr | Fallen trees in and over the stream. Sediment in the stream and stream bank erosion. | Clearing and Snagging/Sediment Removal/Streambank Stabilization | NC PE Sealed Design, NCDEQ Permitting and Licensed Site Contractor required | \$ 52,700.00 | |
| 37-09-18-5038-077 | 3/2/2019 | 34.851727 | -78.530659 | Peters Creek | Peters Cr | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 22,800.00 | |
| 37-09-18-5038-078 | 2/20/2019 | 35.111943 | -78.790913 | Gum Log Canal | Rt 295 Underwood Rd Gum Log Canal | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 65,244.00 | |
| 37-09-18-5038-079 | 3/13/2019 | 34.9170694 | -78.6136234 | Beaver Dam Creek | Spencer Rd Beaver Dam Cr | Fallen trees in and over the stream | Clearing and Snagging | Hazardous Debris Removal | \$ 4,000.00 | |
| 37-09-18-5038-173 | 3/22/2019 | 34.905365 | -78.827927 | | Butler Nursery Rd Grays Cr | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 12,000.00 | |
| 37-09-18-5038-174 | 3/22/2019 | 35.141762 | -78.813965 | | Callie Rd Ditch | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 25,000.00 | |
| 37-09-18-5038-175 | 3/22/2019 | 34.904396 | -78.733131 | | Cedar Cr Rd Harrison Cr | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 25,000.00 | |
| 37-09-18-5038-176 | 3/22/2019 | 35.018795 | -79.05423 | Little Rockfish | Little Rockfish-Gillis Hill Rd | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 12,500.00 | |
| 37-09-18-5038-177 | 3/22/2019 | 34.877052 | -78.566255 | | HW 210 Beaver Dam Cr Trib | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 3,000.00 | |
| 37-09-18-5038-179 | 3/22/2019 | 35.187908 | -78.783249 | | Slocomb Rd Trib | Downed trees and other debris are in and/or over the stream. There is also erosion and stream turbidity. | Clearing and Snagging | Hazardous Debris Removal | \$ 2,000.00 | |
| 37-09-18-5038-356 | 4/21/2019 | | | | | | | | | |

| | |
|--|------------------------|
| TOTAL ESTIMATED CONSTRUCTION COST | \$ 1,435,476.00 |
|--|------------------------|



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 2/4/2022

SUBJECT: INCENTIVES AGREEMENT FOR DANSONS LLC (PROJECT BBQ)

Requested by: ROBERT VAN GEONS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

After a public hearing August 3, 2020, the Board approved offering economic development incentives proposed by the county manager to a company identified only as "Project BBQ." That company is Dansons LLC. It has already commenced business operations in the county. The project was advertised and presented the project as creating 118 full time jobs by 2024 with a comprehensive benefits package and an investment of \$10 million in real property improvements and equipment over five years.

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 obligated to only keep 106 of the jobs created through August 3, 2025, and the incentive grant will be prorated for any jobs less than 106 and investment less than \$10 million. The employee benefits are the minimum health insurance coverage required to make the company eligible for state tax credits.

RECOMMENDATION / PROPOSED ACTION

If the Board accepts the changes in the company's obligations, approve the attached agreement.

ATTACHMENTS:

| Description | Type |
|-------------------------|-----------------|
| DANSONS FINAL AGREEMENT | Backup Material |

ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT

between

DANSONS LLC

and

CUMBERLAND COUNTY, NORTH CAROLINA

*Approved by the Board of Commissioners at Its Regular Meetings
August 3, 2020, and Identified as "Project BBQ," and February 21, 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 supplemented or amended, this "Agreement"), and is between **DANSONS, LLC**, an Arizona limited liability company headquartered in Pheonix, Arizona, having an office at 3411 N 5th Ave Ste 500, Phoenix, AZ, 85013 (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 800 Technology Drive, Fayetteville, North Carolina hereto (the "Property") is a suitable location for its relocation, expansion, or other improvement to conduct its business of distributing a variety of grills and smokers, operation of a customer service center, or for other business purposes (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 August 3, 2020, 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 BBQ", 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 a certain number of 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 Dansons, LLC, an Arizona 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 \$175,000, provided the Company creates jobs in accordance with Section 3.4.
- (b) The County shall partner with the Company to apply for a One North Carolina Grant up to \$400,000. 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 800 Technology Drive, 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 the numbers of jobs as provided in Section 3.4. 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 shall be the developer and owner of the Project.
- 3.2. The Project shall be located at the Facility within Cumberland County, North Carolina.
- 3.3. The Company shall invest at least \$10 million in taxable new equipment and real property improvements on the Property by August 3, 2025.
- 3.4. The Company agrees that the Project shall create and provide at the Facility 118 new full-time jobs by December 31, 2023, paying an average yearly wage of at least Thirty-Eight Thousand Six Hundred Four Dollars (\$38,604.00).
- 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 real property improvements and personal property newly installed and used at the Facility.

- (a) The amount of the Local Incentive Grant will be computed using the following steps:

1. Job Creation - The Company shall create a minimum of 118 full-time jobs at an average annual wage of not less than \$38,604 with this Project, as of December 31, 2023.
2. Grant Amount Determination – A grant of \$ \$1,483 per new job created will be provided to the Company, provided the required average annual wage shall be met for the jobs each time an installment payment of the grant is requested by the Company. Such payment of grant will be made within sixty (60) days of the Company providing certifications as set forth in Article 6.
3. The Company may request payment in a maximum of four (4) installments.
4. The Company may only request payment after all real and personal property taxes assessed against the Property and the Company, by the County, have been paid annually.
5. The maximum amount of the Local Incentive Grant shall not exceed \$175,000.

4.2. Schedule of Job Creation and Corporate Improvements.

- (a) The Company has determined that the property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable.
- (b) The Company agrees that it will create a minimum of 118 full-time jobs at an average annual wage of not less than \$38,604 at the facility by December 31, 2023.
- (c) The Company must achieve at least 25 percent of the total employment prior to requesting the first payment and an additional 25% cumulatively for each subsequent payment.
- (d) No sooner than each January 1, and before each July 1, during the term of this Agreement, the Company shall certify the number of permanent full-time employees at the Facility and provide such documentation of the employment as requested by the County.

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. DISCLAIMER OF WARRANTIES

- 7.0.** 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.
- 7.1.** 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.
- 7.2.** The provisions of this Article shall survive this Agreement's expiration.

ARTICLE 8. EXPIRATION OF AGREEMENT

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

ARTICLE 9. TEMPORARY DELAY IN DIRECT INVESTMENT

- 9.0.** 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:
- (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 10. JOBS AND INVESTMENT TAX CREDITS, IF ANY

- 10.0.** 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 11. OBLIGATION TO REPAY LOCAL INCENTIVE GRANT UPON FAILURE TO MAKE INVESTMENT OR MAINTAIN EMPLOYMENT

- 11.0.** 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 at least 106 of the new jobs created through August 3, 2025. The Company shall repay the County \$1,483 for each job below the 106 not maintained through that date.
- (b) If the Company fails to invest the amount required in Section 3.3, by August 3, 2025, 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:

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

- 11.1** 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 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:

Dansons, LLC
3411 N 5th Ave Suite 500
Phoenix, AZ 85281

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, that shall not affect any other provision of this Agreement.
- (a) The parties agree that if any provision of this contract shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this contract 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]

DANSONS, LLC

By: _____
Managing Member

Date Signed: _____

ATTEST:

Member

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.

Approved for legal sufficiency:

Rickey L. Moorefield, County Attorney

Vicki Evans, Finance Officer



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 2/4/2022

SUBJECT: CLOSURE OF H. GEDDIE AVE. AND A PORTION OF E. HOLMES ST.

Requested by: PETITIONERS FOR ROAD CLOSING

Presenter(s): COUNTY ATTORNEY

BACKGROUND

N.C.G.S. 153A-241 authorizes boards of county commissioners to close public rights of way or easements within the county at the request of adjoining landowners when the rights of way or easements are not within any municipality, are not maintained by the Department of Transportation, all adjoining landowners are noticed or have submitted a petition requesting it, and no individual owning property in the vicinity of the road or the subdivision in which it is located would be deprived of reasonable means of ingress and egress to his or her property. The county attorney has examined the documents included with the attached resolution of intent to close the described public rights of way or easements and has determined that all the statutory conditions would be satisfied by this closure.

The statute requires the board to advertise its intent to make the closure for three consecutive weeks before a public hearing at which any interested persons may appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. After the public hearing, if the board is satisfied that the closure is not contrary to the public interest and that no individual owning property in the vicinity of the road or in the subdivision in which it is located will be deprived of reasonable means of ingress and egress to his or her property, the board may adopt an order closing the right of way, easement, or road.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the board adopt the attached resolution of its intent to make this closure and

setting a public hearing on this matter for March 21, 2022.

ATTACHMENTS:

Description

Type

Resolution of Intent to Close H Geddie Ave-E Holmes St

Backup Material

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
RESOLUTION OF INTENT TO CLOSE A PUBLIC RIGHT OF WAY OR EASEMENT
DESIGNATED AS H. GEDDIE AVENUE AND A PORTION OF E. HOLMES STREET AS
SHOWN ON THE PLAT RECORDED IN PLAT BOOK 18 AT PAGE 23 AND CALLING A
PUBLIC HEARING ON THE QUESTION PURSUANT TO G.S. § 153A-241**

WHEREAS, David W. Dudley and wife, Kimberly N. Dudley; Riverside Christian Academy, Inc.; Robert Steedly and wife, Carolyn F. Steedly; Martyn Gibson; and Peter Wesolowski have submitted a petition, attached hereto as Exhibit 1, requesting the Board to close the public rights of way or easements designated as H. Geddie Avenue and that portion of E. Holmes Street lying between its intersections with H. Geddie Avenue and Bolton Street as shown on the plat of Hollywood Subdivision recorded in Plat Book 18, Page 23, a copy of which is attached hereto as Exhibit 2; and

WHEREAS, the Board finds that these public rights of way or easements are not part of the state maintained highway system as reported by the letter from Troy L Baker, Senior Assistant District Engineer, to Mr. Wayne Dudley, dated October 21, 2021, attached hereto as Exhibit 3; and

WHEREAS, the Board finds that the petitioners are the all of the landowners adjoining public rights of way or easements for which closure is requested as reported by the county attorney and shown on the drawing attached hereto as Exhibit 4; and

WHEREAS, the Board finds that these public rights of ways or easements have not been opened or developed for use as shown on the GIS Map prepared by Cumberland County Engineering and Infrastructure October 21, 2021, attached hereto as Exhibit 5; and

WHEREAS, the Board finds that as reported by the county attorney and shown by the Exhibits attached hereto, the requested closure would not cause any other parcel to become landlocked; and

WHEREAS, the Board finds that a legal description of the of the area for which closure is requested was prepared by Michael J. Adams, PLS (L-4491/CFS NC-0075), and is attached hereto as Exhibit 6.

BE IT RESOLVED, that pursuant to the request of the property owners described above, the Board intends to close the above-described public rights of way or easements designated as H. Geddie Avenue and the portion of E. Holmes Street lying between its intersections with H. Geddie Avenue and Bolton Street in accordance with N.C.G.S. § 153A-241.

BE IT FURTHER RESOLVED, that the Board shall hold a public hearing on the question of this closure March 21, 2022, at 6:45 p.m. in the Commissioners Meeting Room (Room 118), First Floor, Courthouse, 117 Dick Street, Fayetteville, North Carolina, to hear all interested persons who appear with respect to whether the closure would be detrimental to the public interest or to any individual's property rights.

BE IT FURTHER RESOLVED, notice of this public hearing shall be given in accordance with G.S. § 153A-241.

Adopted in regular meeting February 21, 2022.

CUMBERLAND COUNTY PIN: (see below)PROPERTY OWNER: (see below)

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT
DESIGNATED AS: H. GEDDIE AVE & PORTION OF E. HOLMES STREET
PURSUANT TO N.C.G.S. § 153A-241**

The undersigned, being all the owners of the parcel with the PIN written above and located at

| | | |
|--|--|--|
| <u>0447-88-0913</u> | <u>0447-89-9033</u> | <u>0447-79-8382</u> |
| <u>David W. Dudley & wife Kimberly N.,</u> | <u>Riverside Christian Academy, Inc</u> | <u>Robert Steedly & wife, Carolyn F. ,</u> |
| <u>1014 Sunset Blvd., Fay, NC 28312</u> | <u>Portion of Tract 2 Pb.15, Pg. 009</u> | <u>906 Middle Road, Fay. NC 28312</u> |
| <u>0447-89-0502</u> | <u>0447-79-8428</u> | |
| <u>Martyn Gibson</u> | <u>Peter Wesolowski</u> | |
| <u>912 Middle Road Fay, NC 28312</u> | <u>908 Middle Road, Fay. NC 28312</u> | |

request(s) the Cumberland County Board of Commissioners to permanently close the public road or easement lying within Cumberland County and not within any municipal limits designated with the name written above and described as follows:

Being all of H. Geddie Ave. 20' R/W and portion of E. Holmes St. 50' R/W beginning at the intersection of H. Geddie Ave. and ending at the intersection of Bolton St., as shown on P.B.18,PG. 23.

My/Our mailing address is 1014 Sunset Blvd. Fayetteville, NC 28312.
My/Our telephone number is 910-818-3550.
My/our email address is wdudley69@gmail.com.

The notice from the NCDOT that the above designated road is not under its control and supervision is attached.

*BEGINNING from a point, said point being on the eastern right of way margin of Middle Road (SR 1728-having a 60 foot public right of way) where it intersects the northern right of way margin of H. Geddie Avenue (having a 20 foot public right of way) and runs thence as the Northern right of way margin of H. Geddie Avenue, **North 77 degrees 40 minutes 00 seconds East** for a distance of **414.24 feet** to a point, said point being the intersection of the northern right of way margin of H. Geddie Avenue and the eastern right of way margin of E. Holmes Street (having a 50 foot public right of way);*

*THENCE with the eastern right of way margin of E. Holmes Street, **South 21 degrees 20 minutes 00 seconds East** for a distance of **746.07 feet** to a point, said point being at the intersection of the eastern right of way margin of E. Holmes Street and the extended northern right of way margin of Bolton Street (having a 60 foot public right of way)*

Individual Owners: David Wayne Dudley & wife, Kimberly N. Dudley
Printed names

David Wayne Dudley Kimberly N. Dudley
Signatures

Individual Owners: Robert C. Steedly & wife, Carolyn F. Steedly
Printed names

Robert C. Steedly Carolyn F. Steedly
Signatures

Individual Owner: Martyn Gibson
Printed name

Martyn Gibson
Signature

Individual Owner: Peter Wesolowski
Printed name

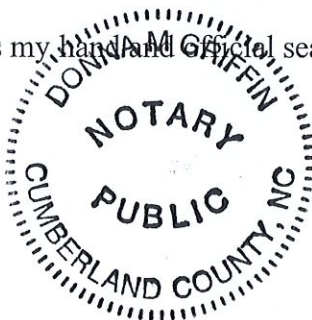
Peter Wesolowski
Signature

State of North Carolina

County of Cumberland

I, Donna M. Griffin, a Notary Public of the aforesaid State and County, hereby certify that David Wayne Dudley, Kimberly N. Dudley, Robert Steedly, Carolyn F. Steedly, Martyn Gibson, and Peter Wesolowski personally appeared before me as owners or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 20 day of October, 2021 .



Donna M. Griffin
Notary Public
My commission expires: 8/2/24

Entity Name: Riverside Christian Academy, Inc.

Printed name

Tony F. Edge

Signature

VP

Title

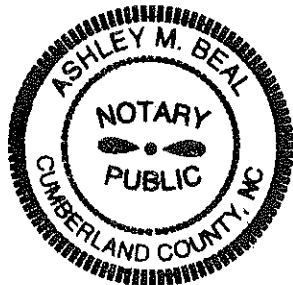
State of North Carolina

County of Cumberland

I, Ashley M. Beal, a Notary Public of the aforesaid State and County, hereby certify that Tony F. Edge personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 26th day of October, 2021 .

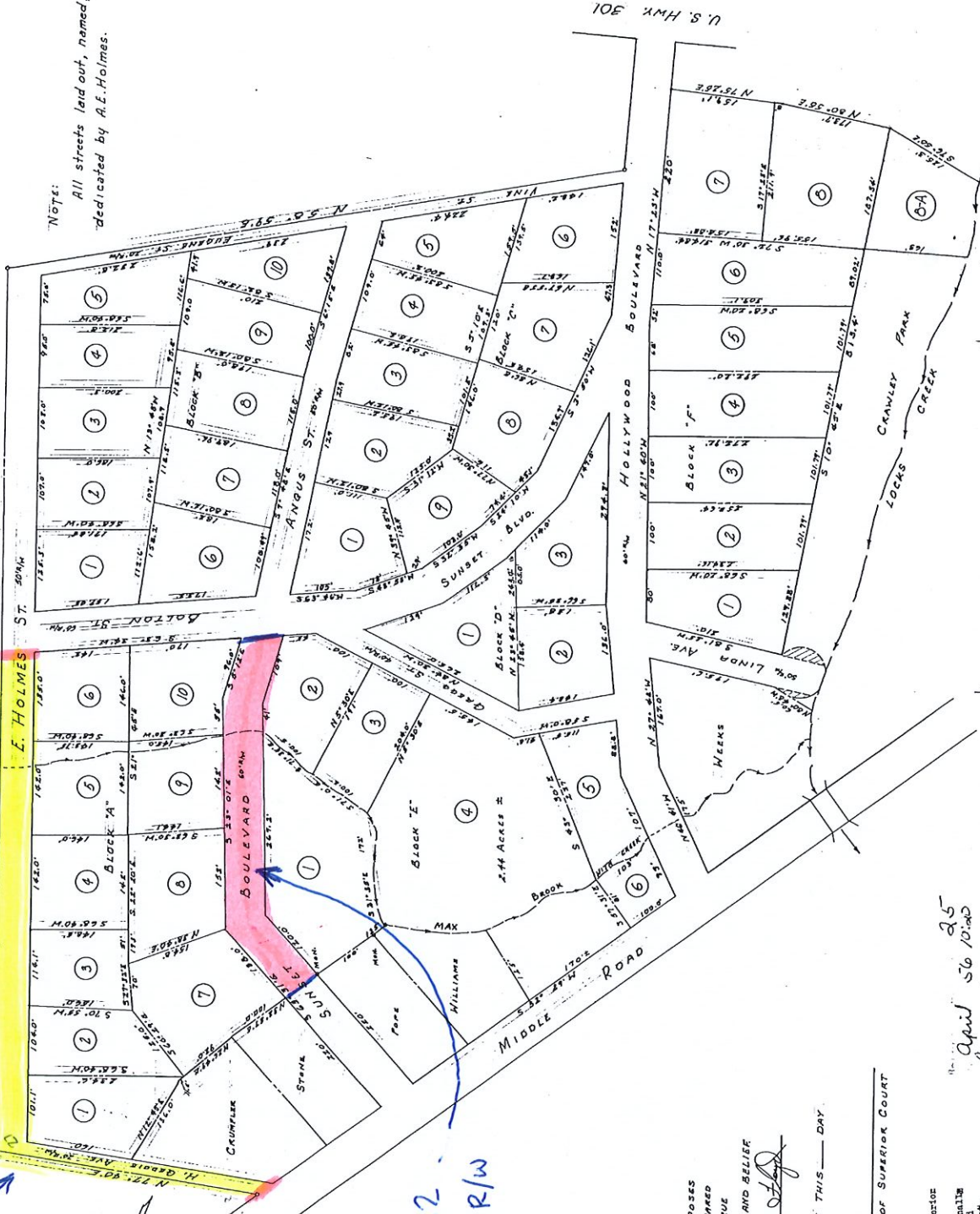
Ashley M. Beal
Notary Public
My commission expires: 6-26-2022



18-23

Note:
All streets laid out, named, and
dedicated by A.E. Holmes.

WANT TO
ABANDON
THIS NOW.



(1988)
P.B. 73 PG. 2
ABANDONED R/W

North Carolina:
Cumberland County:
EMIN D. FLOYD, BEING DULY SWORN, DEPOSES
AND SAYS THAT THE FOREGOING MAP WAS PREPARED
BY HIM FROM AN ACTUAL SURVEY AND IS TRUE
AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF

Signed: *Emin D. Floyd*

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY
OF APRIL 1956.

CLERK OF SUPERIOR COURT

State of North Carolina,
County of Cumberland, Clerk of Superior
Court of above County and State do hereby
certify that *Emin D. Floyd*, personally
appeared before me this day and acknowledged
the due execution of the foregoing instrument.
Let the instrument with the certificate be
recorded. This 25th day of April 1956.

Wm. J. Williams
Clerk of Superior Court.

25
April 56 10:20
A
25
April 56
10:25
C. W. Williams

"HOLLYWOOD"
PROPERTY OF
A. E. HOLMES
EASTOVER TWP, CUMBERLAND CO., N.C.
SCALE 1"=100' MARCH 1956



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

October 21, 2021

Mr. Wayne Dudley
1014 Sunset Boulevard
Fayetteville, NC 28312

SUBJECT: Right of Way - Road Maintenance

Mr. Dudley,

This letter is to inform you that H. Geddie Avenue and E. Holmes Street are not under the control or supervision of the North Carolina Department of Transportation. Although plat book 18, page 23 of the Cumberland County Registry depict a 20 feet right of way for H. Geddie Avenue and a 50 feet right of way for E. Holmes Street, the roadways do not appear to have been constructed to minimum construction standards and are not a part of the state maintained system.

Yours very truly,

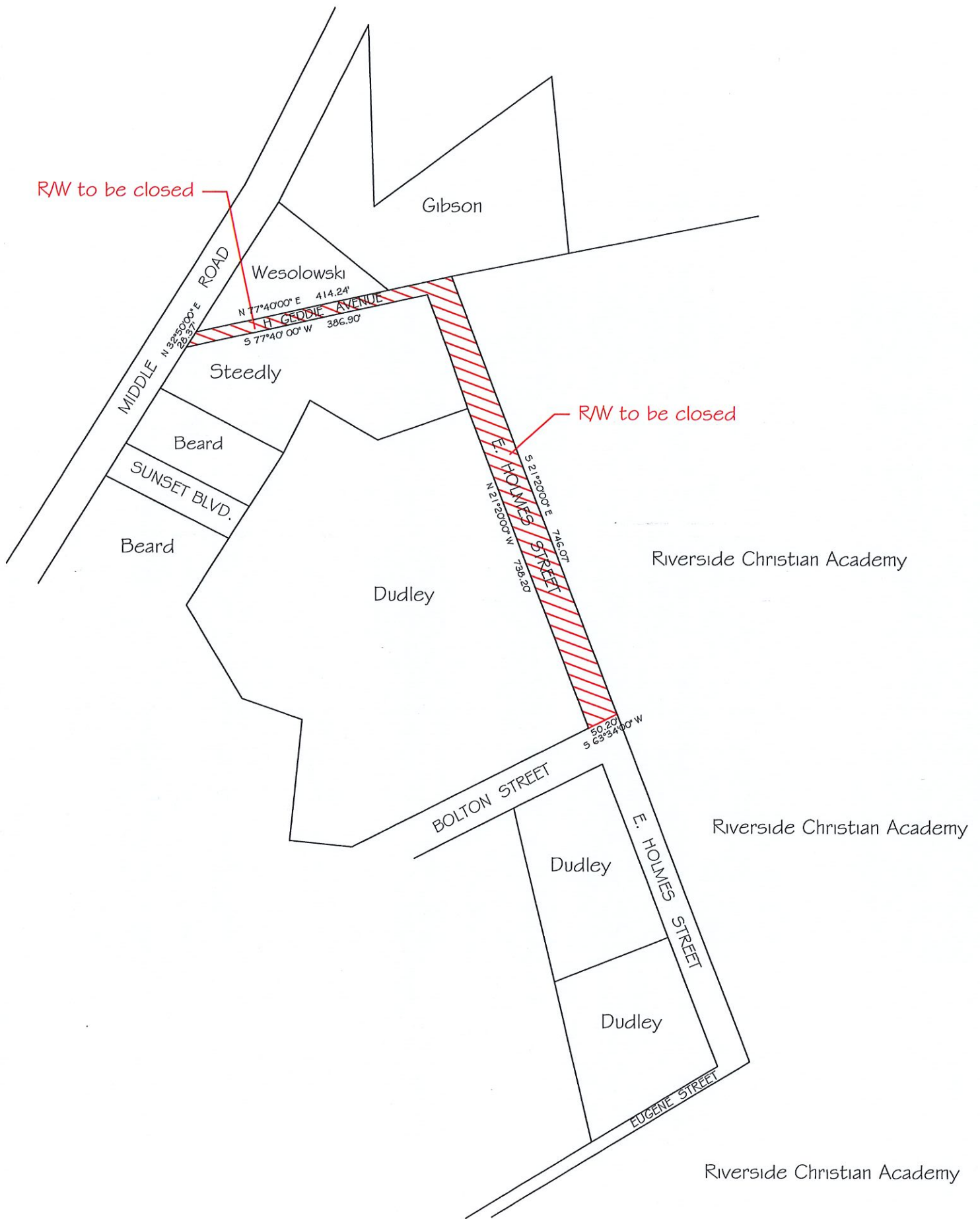
DocuSigned by:

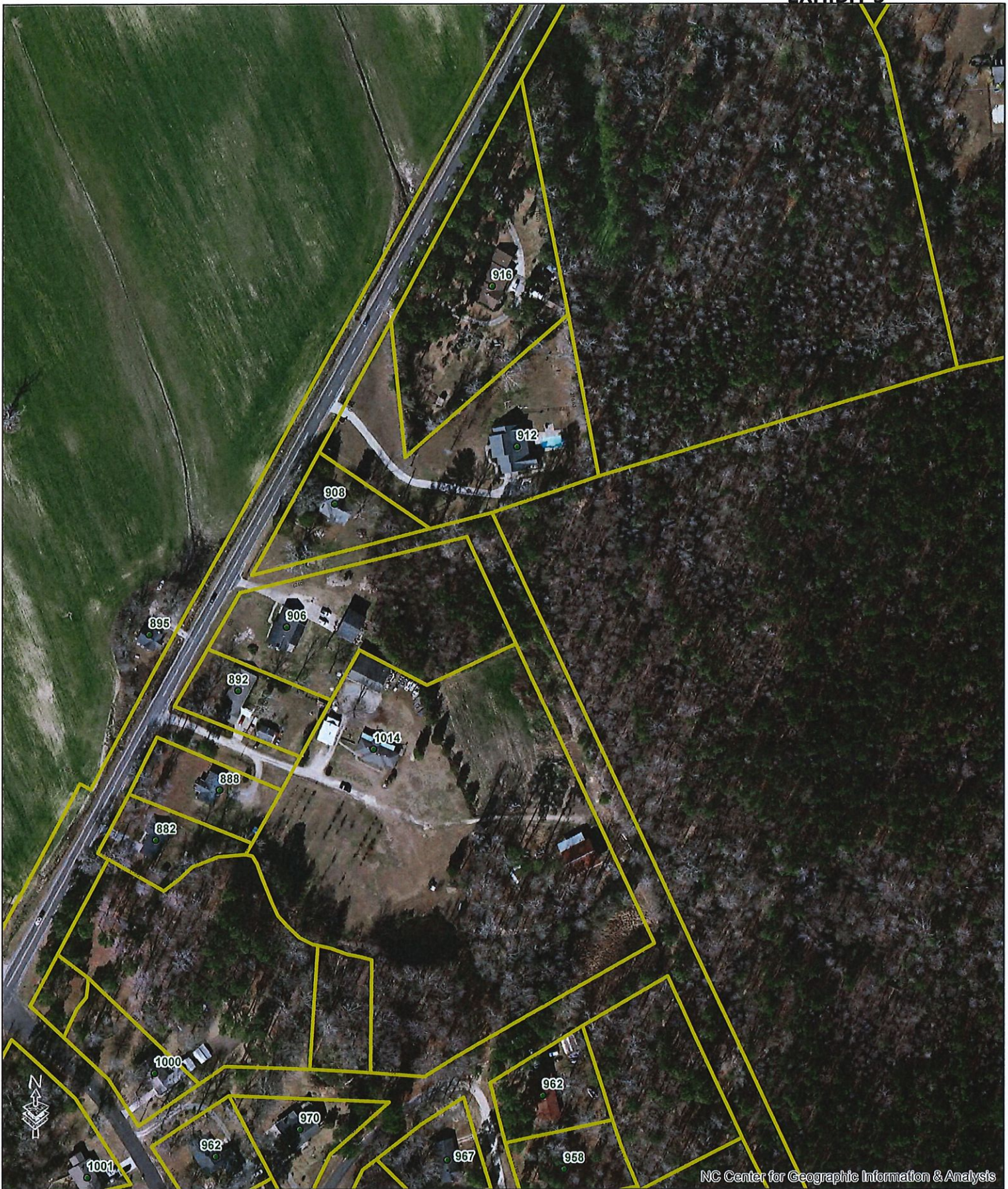
Troy L. Baker

Troy L. Baker

Senior Assistant District Engineer

TLB/tlb





NC Center for Geographic Information & Analysis



1 inch = 200 feet

Cumberland County Engineering & Infrastructure
130 Gillespie Street, Suite 214 - Fayetteville, NC 23801 - 910-678-7316



Date: 10/21/2021

BEGINNING from a point, said point being on the eastern right of way margin of Middle Road (SR 1728-having a 60 foot public right of way) where it intersects the northern right of way margin of H. Geddie Avenue (having a 20 foot public right of way) and runs thence as the Northern right of way margin of H. Geddie Avenue, **North 77 degrees 40 minutes 00 seconds West** for a distance of **414.24 feet** to a point, said point being the intersection of the northern right of way margin of H. Geddie Avenue and the eastern right of way margin of E. Holmes Street (having a 50 foot public right of way);

THENCE with the eastern right of way margin of E. Holmes Street, **South 21 degrees 20 minutes 00 seconds East** for a distance of **746.07 feet** to a point, said point being at the intersection of the eastern right of way margin of E. Holmes Street and the extended northern right of way margin of Bolton Street (having a 60 foot public right of way)

THENCE with the extended northern right of way margin of Bolton Street, **South 63 degrees 34 minutes 00 seconds West** for a distance of **50.20 feet** to a point, said point being at the intersection of the actual northern right of way margin of Bolton Street and the western right of way margin of E. Holmes St.

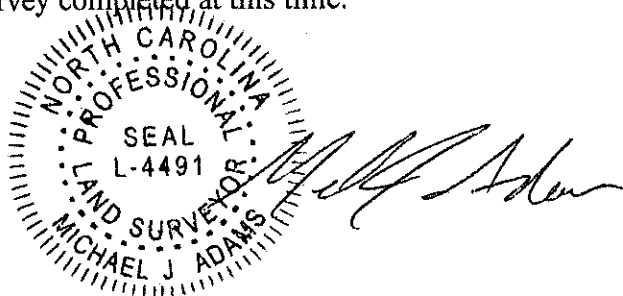
THENCE with the western right of way margin of E. Holmes St, and running with Lots 1,2,3,4,5, &6, **North 21 degrees 20 minutes 00 seconds West** for a distance of **738.20 feet** to a point, said point being at the intersection of the western right of way margin of E. Holmes Street and the southern right of way margin of H. Geddie Avenue

THENCE with the southern right of way margin of H. Geddie Avenue, **South 77 degrees 40 minutes 00 seconds West** for a distance of **386.90 feet** to a point, said point being at the intersection of the southern right of way margin of H. Geddie Avenue and the eastern right of way margin of Middle Road

THENCE with the eastern right of way margin of Middle Road, **North 32 degrees 50 minutes 00 seconds East** for a distance of **28.37 feet** to a point, said point being the true point and place of Beginning.

Subject property contains **45,118 square feet / 1.04 acres**

This description prepared by M.A.P.S. Surveying, Inc. (C-2589) under the direct supervision of Michael J. Adams (PLS L-4491/CFS NC-0075) and is based on deeds/plats of record. No physical survey completed at this time.





FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 1/31/2022

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, December year-to-date. Additional detail has been provided on a separate page explaining any percentages that may appear inconsistent with year-to-date budget expectations.

RECOMMENDATION / PROPOSED ACTION

For information and discussion purposes only.

ATTACHMENTS:

Description

Monthly Financial Report

Type

Backup Material

**County of Cumberland
General Fund Revenues**

| REVENUES | FY20-21 AUDITED | FY21-22 ADOPTED BUDGET | FY21-22 REVISED BUDGET | YTD ACTUAL (unaudited) AS OF December 31, 2021 | PERCENT OF BUDGET TO DATE | * |
|--|-----------------------|---------------------------|---------------------------|--|------------------------------|-----|
| Ad Valorem Taxes | | | | | | |
| Current Year | \$ 169,200,461 | \$ 168,721,614 | \$ 168,721,614 | \$ 125,022,498 | 74.1% | (1) |
| Prior Years | 1,629,364 | 828,000 | 828,000 | 1,037,747 | 125.3% | |
| Motor Vehicles | 23,101,696 | 22,348,691 | 22,348,691 | 9,731,658 | 43.5% | (2) |
| Penalties and Interest | 788,466 | 578,000 | 578,000 | 244,649 | 42.3% | |
| Other | 926,779 | 894,959 | 894,959 | 585,727 | 65.4% | |
| Total Ad Valorem Taxes | 195,646,766 | 193,371,264 | 193,371,264 | 136,622,278 | 70.7% | |
| Other Taxes | | | | | | |
| Sales | 55,084,708 | 53,023,227 | 53,023,227 | 15,088,562 | 28.5% | (3) |
| Real Estate Transfer | 2,215,078 | 1,600,000 | 1,600,000 | 1,637,058 | 102.3% | |
| Other | 847,834 | 873,000 | 873,000 | 217,444 | 24.9% | |
| Total Other Taxes | 58,147,620 | 55,496,227 | 55,496,227 | 16,943,064 | 30.5% | |
| Unrestricted & Restricted Intergovernmental Revenues | 70,904,229 | 65,581,449 | 71,559,048 | 18,585,106 | 26.0% | (4) |
| Charges for Services | 14,618,559 | 13,422,090 | 13,422,090 | 4,985,731 | 37.1% | (5) |
| Other Sources (includes Transfers In) | 1,658,932 | 1,184,882 | 1,335,241 | 609,480 | 45.6% | |
| 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 | 4,375,541 | 77.5% | |
| Total Revenue | \$ 345,289,628 | \$ 333,369,434 | \$ 339,497,392 | \$ 181,511,721 | 53.5% | |
| Fund Balance Appropriation | | 9,159,873 | 19,833,891 | - | 0.0% | |
| Total Funding Sources | \$ 345,289,628 | \$ 342,529,307 | \$ 359,331,283 | \$ 181,511,721 | 50.5% | |

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 December 31, 2021 | | | |
| Governing Body | \$ 612,166 | \$ 682,250 | \$ 682,250 | \$ 354,441 | | 52.0% | |
| Administration | 1,678,886 | 1,992,345 | 1,992,345 | 655,990 | | 32.9% | |
| Public Affairs/Education | 755,572 | 916,658 | 916,658 | 387,068 | | 42.2% | |
| Human Resources | 948,963 | 1,071,556 | 1,071,556 | 318,887 | | 29.8% | (1) |
| Print, Mail, and Design | 732,642 | 780,535 | 780,535 | 344,180 | | 44.1% | |
| Court Facilities | 111,108 | 144,920 | 144,920 | 62,453 | | 43.1% | |
| Facilities Maintenance | 1,209,766 | 1,158,465 | 1,177,712 | 367,188 | | 31.2% | |
| Landscaping & Grounds | 703,267 | 800,763 | 800,763 | 324,482 | | 40.5% | |
| Carpentry | 218,864 | 217,753 | 217,753 | 92,155 | | 42.3% | |
| Facilities Management | 1,471,010 | 1,556,056 | 1,556,056 | 671,907 | | 43.2% | |
| Public Buildings Janitorial | 878,654 | 965,301 | 965,301 | 423,653 | | 43.9% | |
| Central Maintenance | 704,021 | 675,219 | 678,830 | 312,053 | | 46.0% | |
| Information Services | 4,941,563 | 6,507,246 | 7,175,248 | 2,918,084 | | 40.7% | |
| Board of Elections | 1,924,356 | 1,556,013 | 1,556,013 | 361,837 | | 23.3% | (2) |
| Finance | 1,366,775 | 1,378,438 | 1,406,949 | 654,915 | | 46.5% | |
| Legal | 738,493 | 1,087,181 | 1,087,181 | 384,753 | | 35.4% | |
| Register of Deeds | 2,366,080 | 2,616,316 | 3,282,082 | 1,020,051 | | 31.1% | |
| Tax | 5,768,829 | 6,387,092 | 6,551,767 | 2,783,402 | | 42.5% | |
| General Government Other | 7,508,484 | 4,622,876 | 8,852,555 | 5,528,226 | | 62.4% | |
| Sheriff | 46,770,661 | 58,503,564 | 59,061,162 | 21,751,457 | | 36.8% | |
| Emergency Services | 3,979,701 | 4,190,026 | 4,299,397 | 1,898,395 | | 44.2% | |
| Criminal Justice Pretrial | 537,701 | 691,215 | 691,215 | 233,957 | | 33.8% | |
| Youth Diversion | 30,438 | 36,687 | 36,687 | 14,757 | | 40.2% | |
| Animal Services | 3,296,041 | 3,509,785 | 3,833,509 | 1,511,555 | | 39.4% | |
| Public Safety Other (Medical Examiners, NC Detention Subsidy) | 1,303,113 | 1,369,155 | 1,369,155 | 501,946 | | 36.7% | |
| Health | 23,030,559 | 25,020,602 | 30,806,721 | 10,465,818 | | 34.0% | |
| Mental Health | 5,429,603 | 5,694,167 | 5,694,167 | 2,686,478 | | 47.2% | |
| Social Services | 55,098,629 | 64,644,188 | 64,755,243 | 22,555,072 | | 34.8% | |
| Veteran Services | 437,822 | 547,167 | 547,167 | 220,784 | | 40.4% | |
| Child Support | 5,110,079 | 5,693,462 | 5,693,462 | 2,139,855 | | 37.6% | |
| Spring Lake Resource Administration | 28,155 | 39,074 | 39,074 | 14,764 | | 37.8% | |

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 December 31, 2021 | BUDGET TO DATE | |
| Library | 9,538,364 | 10,495,183 | 10,835,000 | 4,557,543 | 42.1% | |
| Culture Recreation Other (Some of the Community Funding) | 260,569 | 260,569 | 260,569 | 135,625 | 52.0% | |
| Planning | 2,968,616 | 3,489,338 | 3,564,370 | 1,524,419 | 42.8% | |
| Engineering | 409,892 | 607,937 | 610,207 | 280,591 | 46.0% | |
| Cooperative Extension | 622,080 | 839,559 | 842,559 | 243,978 | 29.0% | (3) |
| Location Services | 204,386 | 275,533 | 202,162 | 73,360 | 36.3% | |
| Soil Conservation | 208,202 | 2,288,939 | 2,669,781 | 74,011 | 2.8% | (4) |
| Public Utilities | 91,456 | 96,900 | 96,900 | 45,037 | 46.5% | |
| Economic Physical Development Other | 20,000 | 20,000 | 20,000 | 20,000 | 100.0% | |
| Industrial Park | 17,535 | 4,332 | 4,332 | 2,960 | 68.3% | |
| Economic Incentive | 632,132 | 767,447 | 767,447 | 28,749 | 3.7% | (5) |
| Water and Sewer | 179,456 | 250,000 | 268,570 | 49,019 | 18.3% | (6) |
| Education | 94,876,432 | 98,053,453 | 98,053,453 | 48,156,288 | 49.1% | |
| Other Uses: | | | | | | |
| Transfers Out | 20,391,447 | 20,024,042 | 23,412,500 | 436,491 | 1.9% | (7) |
| TOTAL | \$ 310,112,568 | \$ 342,529,307 | \$ 359,331,283 | \$ 137,588,636 | 38.3% | |

| Expenditures by Category | YTD ACTUAL | | | | |
|--------------------------|----------------------|---------------------------|---------------------------|--|------------------------------|
| | FY20-21 UNAUDITED | FY20-21 ADOPTED BUDGET | FY20-21 REVISED BUDGET | (unaudited) AS OF December 31, 2021 | PERCENT OF BUDGET TO DATE |
| Personnel Expenditures | \$ 134,059,243 | \$ 154,487,473 | \$ 158,665,023 | \$ 64,666,597 | 40.8% |
| Operating Expenditures | 153,904,488 | 164,954,413 | 173,731,642 | 72,232,355 | 41.6% |
| Capital Outlay | 1,757,391 | 3,063,379 | 3,522,118 | 253,193 | 7.2% ⁽⁸⁾ |
| Transfers To Other Funds | 20,391,446 | 20,024,042 | 23,412,500 | 436,491 | 1.9% ⁽⁷⁾ |
| TOTAL | \$ 310,112,568 | \$ 342,529,307 | \$ 359,331,283 | \$ 137,588,636 | 38.3% |

COUNTY OF CUMBERLAND

Fiscal Year 2022 - December Year-to-Date Actuals (Report Run Date: January 31, 2022)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 74.1%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 43.5%** - YTD Actual reflects 5 months of collections.
- (3) **Sales Tax 28.5%** - YTD actual reflects 3 months of collections. There is a three month lag. Collections for the fiscal year are first recorded in October.
- (4) **Unrestricted/Restricted Intergovernmental 26.0%** - There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 37.1%** - 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 29.8%** - Personnel costs are low as a result of vacancies in the department.
- (2) **Board of Elections 23.3%** - Municipal election expenses came in lower than anticipated as compared to budget.
- (3) **Cooperative Extension 29.0%** - Contracted services costs are low as a result of vacancies in positions split with NC State University.
- (4) **Soil Conservation 2.8%** - Approximately \$2.1M in USDA Grant funds were budgeted and are unexpended.
- (5) **Economic Incentive 3.7%** - Economic incentives are paid when the company complies.
- (6) **Water and Sewer 18.3%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (7) **Transfers Out 1.9%** - Transfers are often prepared toward the end of the fiscal year.
- (8) **Capital Outlay 7.2%** - 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 FEBRUARY 10, 2022 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS COORDINATOR

DATE: 1/27/2022

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 0.10% for the month of December as compared to the same month in FY21. To provide some perspective, below is the six-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 December | \$12,924,039 |
| Less year to date stop loss credits | <u>(\$ 1,169,859)</u> |
| Net year to date claims and premium payment through December | \$11,754,180 |

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

FY18 \$1,467,373

FY19 \$1,642,988

FY20 \$1,536,531

FY21 \$1,538,809

FY22 \$2,154,007 (showing some improvement as last month the average was \$2,285,947)

RECOMMENDATION / PROPOSED ACTION

For information only – no action needed.

ATTACHMENTS:

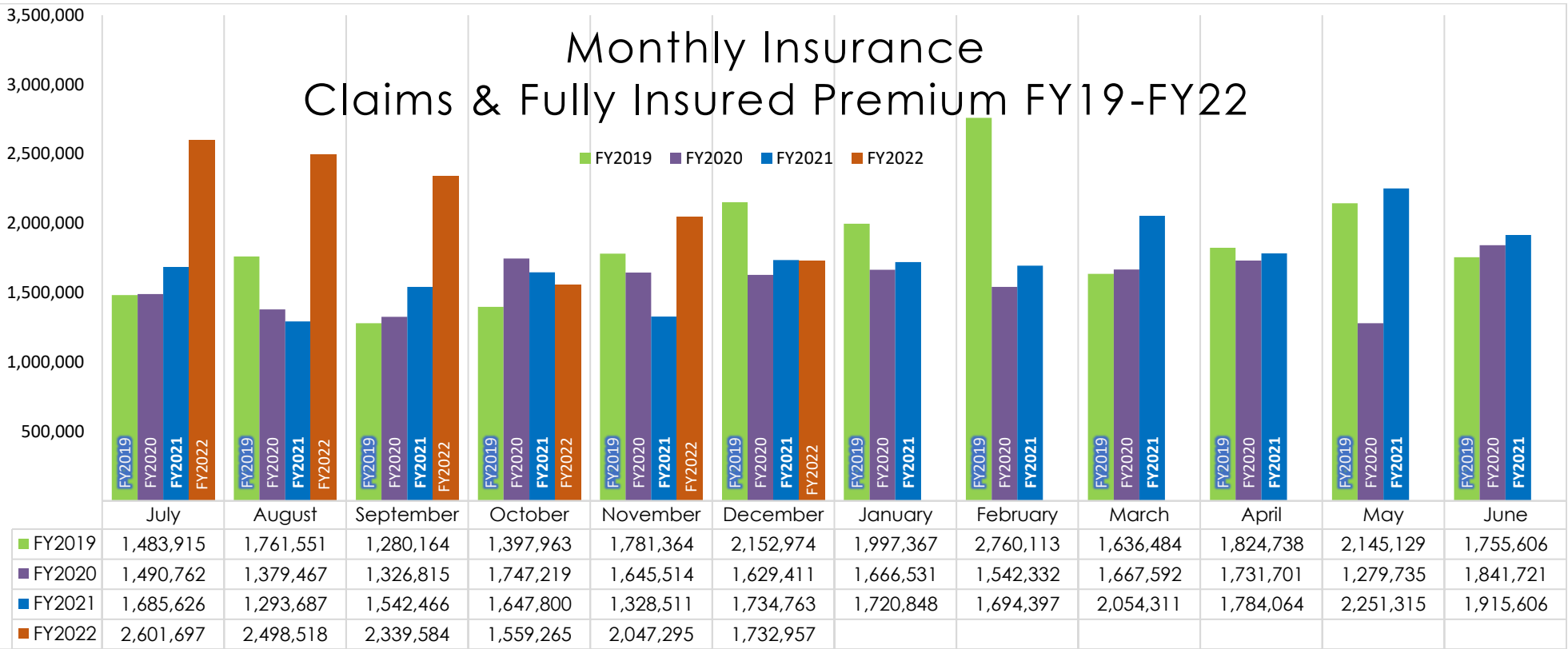
Description

Health Insurance Graphs

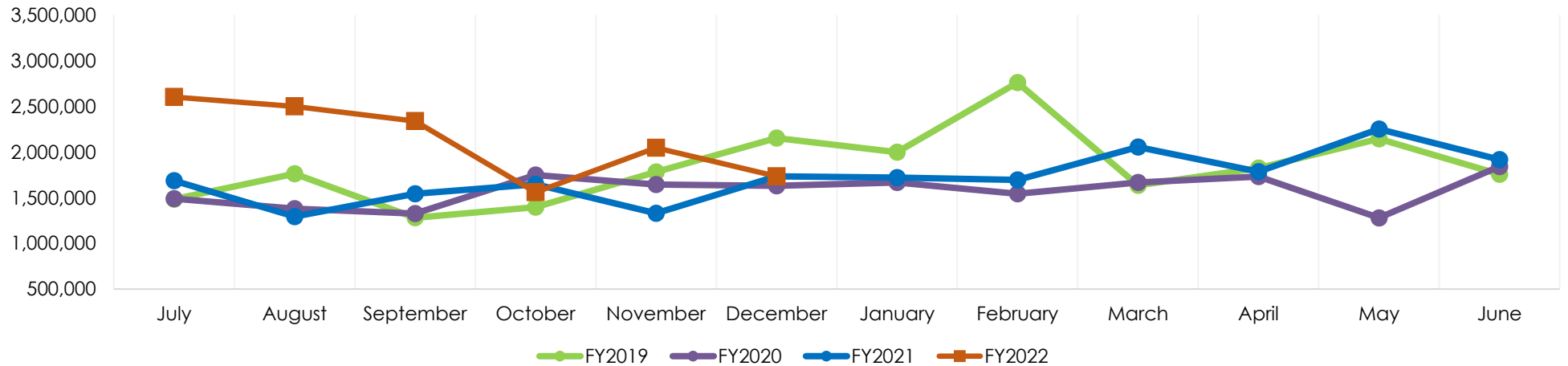
Type

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 FEBRUARY 10, 2022 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 2/1/2022

**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 FEBRUARY 10, 2022
BOARD OF COMMISSIONERS' AGENDA SESSION

Status as of January 31, 2022

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

- Recent information from the Producer Price Index showed construction pricing trends moving in a favorable direction up until December 2021 and then began increasing. There still appears to be a backlog in building materials. The Price Index will continue to be monitored to estimate the best time to reissue the Invitation to Bid.
- 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



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 1/31/2022

**SUBJECT: SOUTHERN HEALTH PARTNERS, INC. QUARTERLY STATISTICAL
REPORT ON INMATE HEALTH CARE**

Requested by: BOARD OF COUNTY COMMISSIONERS

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

Through a contract with the Board of County Commissioners, Southern Health Partners, Inc. has been providing services to the inmates at the Cumberland County Detention Center since July 2017.

The most recently updated quarterly statistical report of inmate healthcare as reported by Southern Health Partners, Inc. is provided in the attachment.

RECOMMENDATION / PROPOSED ACTION

For information only. No action needed.

ATTACHMENTS:

| Description | Type |
|------------------------|-----------------|
| SHP - Quarterly Report | Backup Material |

Southern Health Partners, Inc. Quarterly Statistics Report on Inmate Health Care
July 1, 2018 - December 31, 2021

Provided for the Cumberland County Board of Commissioners

| Data Set | Description | Fiscal Year 2019 | | | | Fiscal Year 2020 | | | | Fiscal Year 2021 | | | | Fiscal Year 2022 | | | |
|---------------------------------------|---|------------------|-------------|-------------|-------------|------------------|-------------|-------------|-------------|------------------|-------------|-------------|-------------|------------------|-------------|-------------|-------------|
| | | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
| 1 | # of Hospital Admissions | 6 | 4 | 4 | 3 | 3 | 4 | 2 | 3 | 2 | 5 | 8 | 3 | 5 | 6 | | |
| 2 | # Sent to Emergency Room | 18 | 16 | 11 | 8 | 10 | 16 | 6 | 9 | 6 | 15 | 29 | 7 | 24 | 22 | | |
| 3 | # Outside Medical Visits (includes any specialty) | 44 | 27 | 28 | 40 | 41 | 19 | 24 | 12 | 15 | 26 | 31 | 28 | 34 | 26 | | |
| 4 | # of In-House X-Ray Services | 78 | 54 | 69 | 95 | 75 | 78 | 105 | 45 | 195 | 88 | 51 | 66 | 59 | 62 | | |
| 5 | # Seen On-Site By Mental Health | 1220 | 1403 | 1324 | 963 | 1043 | 859 | 1034 | 691 | 528 | 938 | 733 | 737 | 960 | 1153 | | |
| 6 | # Seen by Physician and/or Physician Providers | 354 | 288 | 299 | 319 | 256 | 300 | 267 | 196 | 251 | 321 | 227 | 248 | 198 | 161 | | |
| 7 | # Seen by Dentist (includes on-site & off-site) | 53 | 42 | 56 | 69 | 63 | 51 | 48 | 54 | 54 | 52 | 20 | 49 | 44 | 38 | | |
| 8 | # of Receiving Screens done by Medical Staff | 0 | 2021 | 3500 | 2946 | 2924 | 2923 | 2836 | 1479 | 1959 | 1970 | 1895 | 2287 | 2616 | 2400 | | |
| 9 | # Seen by Medical Staff for Sick Call | 3512 | 3672 | 3739 | 3598 | 3507 | 4304 | 3513 | 3045 | 3553 | 2834 | 3350 | 2527 | 4114 | 4384 | | |
| 10 | # of History and Physicals Performed | 1365 | 1353 | 1296 | 1243 | 1721 | 1476 | 1418 | 925 | 1011 | 1064 | 933 | 853 | 906 | 785 | | |
| 11 | # of Rapid Plasma Reagin s performed (STD testing/syphilis) | 538 | 489 | 486 | 440 | 342 | 415 | 312 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| 12 | # of Other Sexually Transmitted Diseases | 12 | 6 | 18 | 14 | 7 | 13 | 6 | 8 | 5 | 8 | 22 | 16 | 16 | 12 | | |
| 13 | # of Medical Refusals by Inmate | 504 | 358 | 409 | 502 | 602 | 774 | 603 | 385 | 564 | 352 | 367 | 414 | 502 | 453 | | |
| 14 | # of Inmate Blood Sugar Checks | 2508 | 2100 | 4265 | 3455 | 3362 | 3993 | 4105 | 2651 | 1818 | 1633 | 1647 | 1814 | 2706 | 2632 | | |
| 15 | # of Inmate Blood Pressure Checks | 1193 | 1508 | 1705 | 2105 | 2510 | 2006 | 1776 | 1012 | 1036 | 1184 | 2112 | 1615 | 1480 | 1025 | | |
| 16 | # of TB Screens and/or PPD Tests | 1365 | 1353 | 1296 | 1250 | 1305 | 1476 | 1418 | 925 | 1011 | 1068 | 933 | 920 | 906 | 785 | | |
| 17 | # of Staph/MRSA Patients In-house | 0 | 1 | 0 | 15 | 7 | 1 | 2 | 1 | 0 | 2 | 3 | 4 | 2 | 2 | | |
| 18 | # of Pregnant Females | 22 | 19 | 18 | 12 | 9 | 14 | 15 | 5 | 9 | 9 | 4 | 15 | 13 | 11 | | |
| 19 | # of HIV Patients In-House | 16 | 11 | 25 | 26 | 25 | 14 | 17 | 12 | 17 | 15 | 20 | 13 | 19 | 18 | | |
| 20 | # of Inmates Placed on Suicide Watch | 94 | 141 | 133 | 305 | 861 | 169 | 260 | 504 | 765 | 530 | 529 | 215 | 51 | 39 | | |
| 21 | # of Inmate Deaths | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | | |
| 22 | # of Inmates on Detox Protocols | 80 | 200 | 175 | 208 | 214 | 177 | 150 | 49 | 111 | 88 | 110 | 179 | 184 | 128 | | |
| 23 | # of Diabetic Patients | no data | no data | no data | no data | no data | no data | 41 | 19 | 30 | 31 | 30 | 40 | 54 | 53 | | |
| 24 | # of Asthma Patients | no data | no data | no data | no data | no data | no data | 33 | 12 | 21 | 15 | 23 | 40 | 24 | 46 | | |
| 25 | # of Meds Administered | no data | no data | no data | no data | no data | no data | no data | no data | no data | no data | 1858 | 2470 | 4578 | 3626 | | |
| 26 | # of Medication Assisted Treatment | no data | no data | no data | no data | no data | no data | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| 27 | # of patients tested for COVID19 | no data | no data | no data | no data | no data | no data | 0 | 121 | 423 | 886 | 1194 | 826 | 1134 | 1188 | | |
| 28 | # of patients testing positive for COVID19 | no data | no data | no data | no data | no data | no data | 0 | 20 | 9 | 16 | 98 | 8 | 11 | 25 | | |
| Average Daily Population per Quarter: | | 751 | 725 | 697 | 649 | 680 | 714 | 674 | 537 | 501 | 472 | 452 | 442 | 467 | 475 | | |

ADDITIONAL INFORMATION ON OUTLIERS AS COMPARED TO AVERAGES:

Gray highlighted cells show outliers as compared to quarterly averages. Per contact at SHP, those quarters' data were inaccurately counted and reported.

Please note: HIPAA laws do not allow cause of death information to be released within the quarterly reports.

Line 27 Per Dr. Jennifer Green, Cumberland County Public Health Director: All new inmates are being tested upon intake (~day 5 or 6 after arrival) and quarantined.

Line 28 Per Dr. Jennifer Green, Cumberland County Public Health Director: Some of the positive tests were among those that were tested upon intake and already in quarantine. There was one outbreak which was concluded in June 2020. No new outbreaks have been identified since then.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE FEBRUARY 10, 2022
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

DATE: 2/3/2022

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 | 75% Complete. Completed: concrete pads for new equipment and mechanical yard. Over the next two weeks: complete application of primer on drywall; installation of ceiling grid; 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 complete. | N/A | 90 days |
| DSS Elevators | \$1,000,000.00 | 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 | Awaiting contract completion. Materials are on order. Estimated start date is March 7, 2022. | N/A | N/A |
| DSS Camera Replacement and Security System Upgrades | \$219K | 50% complete. Estimated completion date is March 7, 2022. | 10/11/2021 | 270 days |
| Public Health Camera Replacement and Security System Upgrades | \$202K | Project complete. Conducting operator training. | 10/11/2021 | 270 days |
| Judge Maurice E. Braswell Courthouse Access Management and Security Camera System | \$452K | Expected start date is March 14, 2022. 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 bathrooms first. Working contract. Conducted pre-construction meeting on February 2, 2022. Soliciting bids on February 18, 2022. | N/A | N/A |
| DSS roof replacement | \$1.5M | Awaiting contract approval. Conducted pre-construction meeting on January 25, 2022. | N/A | N/A |
| Judge Maurice E. Braswell Courthouse roof replacement | \$400K | Awaiting contract approval. Conducted pre-construction meeting on January 25, 2022. Materials on order. Estimated start date is EOM February 2022. | N/A | N/A |
| LEC roof replacement | \$300K | In design with Fleming and Associates. | N/A | N/A |